

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCALS 30 & 537  
RETIREMENT FUND**

**SUMMARY PLAN DESCRIPTION**

**June 1, 2016**

**OFFICE AND PROFESSIONAL  
EMPLOYEES LOCALS 30 & 537 TRUST FUNDS**

**TO: ALL PARTICIPANTS OF THE OPEIU LOCALS 30 & 537 RETIREMENT FUND**

Enclosed is your updated copy of the Retirement Fund Booklet as amended and restated through June 1, 2016.

This booklet supersedes any other Retirement booklet(s) previously distributed. Please read it carefully and keep it with other valuable documents.

Should you have any questions regarding the contents of the enclosed booklet, please contact the Administrative Office at (800) 386-4350.

Sincerely,

BOARD OF TRUSTEES

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## INTRODUCTION

The Trustees of O.P.E.I.U. Locals 30 & 537 Retirement Plan are pleased to present this booklet to you setting forth your rights and obligations under the Plan in effect as of June 1, 2016. Administration of the Plan for matters occurring before June 1, 2016 will be determined in accordance with the Plan rules in effect at that time.

The Plan was restated on December 1, 2014. Since then, the Board of Trustees has adopted four amendments. This booklet contains the newly restated Plan through June 1, 2016. The benefit rates stated pertain only to those retiring on or after that date and may be amended in the future.

This booklet is divided into two parts. The first part, known as the Summary Plan Description, consists of questions and answers, Supplemental and General Information designed to give you a description of your rights and obligations in the simplest possible language. The second part consists of the formal text of the Plan as adopted by the Trustees. In the event of any inconsistency between the two, the formal text of the Plan will prevail.

Only the full Board of Trustees, a duly authorized subcommittee of the Board, or the Board's duly authorized delegates may interpret the Plan document, the Trust agreement, this Booklet, or any other documents relating to the Plan and Trust. The Board of Trustees and their duly authorized delegates have the exclusive authority, in their sole and complete discretion, to interpret the Plan and Trust documents, this Booklet, and any other communications about the Plan issued under the Board's authority.

The Board of Trustees of your retirement plan wish to present you with the greatest benefits possible upon your retirement and sincerely hope that you understand each and every provision in the Plan during the course of your participation.

Should you need assistance understanding certain areas of the Plan, the Board strongly urges you to contact the Administrative Office at the address on the back of this booklet, prior to and instead of relying on advice by your employer, friends or relatives. The Administrative Office, on your behalf, may consult the Plan's attorney, actuary or accountant in the hope that your question may be answered to your satisfaction.

## QUESTIONS AND ANSWERS

**1. What is the basic purpose of the Plan?**

The basic purpose of this Plan is to assist you in attaining financial security after retirement. We hope that the benefits from this Plan together with those from Social Security and your own savings will enable you to look forward to your retirement years with increasing confidence.

**2. What is the effective date of the Plan?**

The Plan as described in this booklet represents the Plan which became effective on January 1, 1962, and amended and restated as of June 1, 2016.

**3. What is a Plan Year?**

A Plan Year is a period of 12 consecutive months beginning on each February 1<sup>st</sup> and ending January 31<sup>st</sup> of the following calendar year. Your benefits under the Plan are determined and updated at the end of each Plan Year.

**4. Who is eligible to participate in the Plan and how do I join?**

You are eligible to participate in the Plan if contributions are being made to the Pension Fund on your behalf under the terms of a Collective Bargaining Agreement. There are no age or service requirements for participation. As a participant, you must complete an Enrollment Form and file it with the Fund Administrative Office. This card is available from your Employer or the Administrative Office.

**5. Who pays the cost of the Plan?**

The cost of the Plan is paid by the regular contributions made by Employers as a result of Collective Bargaining Agreements. Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

**6. Am I allowed to make voluntary contributions?**

Voluntary contributions are not permitted for pay periods beginning after February 28, 2014. For pay periods beginning before February 28, 2014, voluntary contributions of up to 10% of your total compensation, which earn interest, were permitted to be contributed to the Plan and added to your plan benefits.

All voluntary contributions including interest earned on your voluntary contributions is 100% vested and nonforfeitable.

**7. What rate is used to credit interest on my contribution balances?**

Your voluntary contributions and any contributions made on your behalf prior to February 1, 1974 are credited with 5% interest each February until you cash out your balance or receive an actuarially equivalent monthly annuity upon retirement.

In addition, your contribution balances may be eligible for bonus interest as described in Article I, Section 13 of the Plan Document. Effective January 31, 2016, the Plan must satisfy certain conditions before bonus interest is applied. Among other conditions, the Plan must be at least 100% funded based on the fair market value of assets. See the Plan Document for additional details.

**8. What benefits are payable under the Plan?**

The Plan, depending upon your meeting its applicable requirements, provides Normal, Early, Postponed or Disability Retirement Income and other optional benefits as well as benefits payable to your spouse or other eligible beneficiaries in the event of your death either before or after retirement.

Your spouse or surviving spouse is, by law, the person to whom you are legally married. A spouse also includes former spouse(s) to whom a Qualified Domestic Relations Order may apply. Effective June 26, 2013, same sex marriages and spouses are also recognized in accordance with IRS Revenue Ruling 2013-17. Any benefits eligible to be paid to your spouse or surviving spouse will be determined in accordance applicable plan provisions.

All benefits are subject to the statutory maximum limits issued and updated by the Internal Revenue Service annually. For more details, please contact the Administrative Office.

**9. What is the total service credit under the Plan?**

Total Service Credit means the total number of years of your employment which is recognized for determining your vesting percentage. The part of your service credit before you entered the Plan is referred to as "Past Service Vesting Credit" and the remainder of your service credit is referred to as "Contributory Service Vesting Credit." The sum of your Past Service Vesting Credit and your Contributory Service Vesting Credit is your Total Service Credit.

a. Past Service Vesting Credit is based on the date you first became a Plan Participant and is computed as follows:

- (1) Participants in the Plan before February 1, 1974 may be credited for up to 24 months of prior service worked in the trade within the jurisdiction of OPEIU Local 30.
- (2) Participants entering the Plan on or after February 1, 1974 but before February 1, 1983 may be given credit for up to nine years of continuous prior service as an office, technical, or professional employee in the classifications within the geographic jurisdiction of OPEIU Local 30 or OPEIU Local 537, provided that at least 5 months of Employer contributions have been made to the Plan on the participant's behalf.
- (3) Past Service Vesting Credit is not provided for those entering the Plan on or after February 1, 1983.

b. Contributory Service Vesting Credit is computed as the sum of (1) and (2) below:

- (1) One year of Contributory Service Vesting Credit is granted for each Plan Year in which contributions were made on your behalf to the Plan for the Plan Years beginning February 1, 1974 and February 1, 1975.

- (2) For Plan Years beginning on and after February 1, 1976 Contributory Service Vesting Credit will be granted according to the following schedule:

<u>Months of Contributions</u>	<u>Years of Contributory Service Vesting Credit</u>
2 or less	0.0
3	0.6
4	0.8
5 or more	1.0

Should you leave the bargaining unit but remain employed by the same contributing employer, you will still continue to accrue Contributory Service Vesting Credit for vesting purposes.

Except for Qualified Military Service, Contributory Service Vesting Credits are earned only when gainfully employed and based on the performance of duties for the Contributing Employer. Contributory Service Vesting Credits cannot be earned while on disability or approved leaves of absence.

For participants performing Qualified Military Service, retirement income, Employer contributions and Contributory Service Vesting Credits will be provided as defined in Section 414(u) of the Internal Revenue Code, The plan will provide for such benefits provided the Participant is engaged in Covered Employment immediately prior to his or her Qualified Military Service and returns to Covered Employment within 90 days following the completion of his or her Qualified Military Service.

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**Now that your Total Service Credit is computed,  
let's see how it relates to your vesting percentage.**

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**10. When are my benefits vested?**

The following vesting schedules will apply for those who terminate Covered Employment on or after February 1, 1987. **(See question 11 for definition of Covered Employment.)**

- a. Participants in the original Plan on February 1, 1974 vest as follows:

<u>Total Years of Service Credit</u>	<u>Vesting Percentage</u>
Up to 6 months	0%
6 months to 12 months	25%
Over 12 months to 18 months	50%
Over 18 months to 24 months	75%
Over 24 months	100%

- b. Participants joining the Plan after February 1, 1974 vest according to the following schedule:

<u>Total Years of Service Credit</u>	<u>Vesting Percentage</u>
Less than 5 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 or more years	100%

- c. A Participant who works one or more hours in Covered Employment on or after February 1, 1998 will vest in Plan benefits in accordance with the following schedule (in lieu of the schedule above in b.):

<u>Total Years of Service Credit</u>	<u>Vesting Percentage</u>
Less than 5 years	0%
5 or more years	100%

Active participants shall be 100% vested upon reaching their Normal Retirement Date. Your Normal Retirement Date depends on the date when your benefits were earned. Question 12 provides further details.

A Participant who has incurred a Break-in-Service must satisfy the reinstatement provision in Article V, Section 1 of the Plan for the vesting schedule in c. above to apply.

An attained vesting percentage is yours to keep and may never be taken away should you return to the Plan as an active participant after terminating Covered Employment.

Voluntary contributions and the interest credited each year are non-forfeitable (immediately 100% vested) and may be withdrawn during your participation in the Plan. See Question 17 of this booklet as well as Article I, Section 13 and Article X, Section 3 of the Plan for a detailed description of withdrawals.

#### 11. **Can I lose my service credit?**

If you fail to work at least 3 months under Covered Employment, you will have a one year Break-in-Service and all previously earned non-vested Service Credits and non-vested benefits will be lost, unless your failure to earn any Credit during such period is due to:

- (a) Continuous disability,
- (b) Maternal, Paternal, Adoption or any other approved leave of absence,
- (c) Qualified Military Service,
- (d) Employment either in a supervisory capacity, or in some other capacity outside the coverage of an applicable Collective Bargaining Agreement by an Employer who is regarded as an Employer for purposes of the Plan.

If you have a Break-in-Service which cancels your non-vested Service Credits and then return to Covered Employment within a period of time not longer than your previously accumulated Service Credit, or 5 consecutive one year Breaks-in-Service if greater, and earn one additional year of Service Credit, your Service Credits and Plan benefits will be fully restored.

“Covered Employment” is employment performed by a participant or member for a: (1) contributing Employer in a job classification covered by an O.P.E.I.U. Locals 30 and 537 collective bargaining agreement, within the jurisdictional area of O.P.E.I.U. Locals 30 and 537 or (2) a non-collectively bargained employer in an office or clerical position for which contributions are owed to the Trust Fund within the jurisdictional area of O.P.E.I.U. Locals 30 and 537.

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**Now that your vesting percentage has been established,  
let's see how it applies towards your eligibility for retirement.**

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**12. When am I eligible for retirement benefits?**

Subject to filing your application with the Trustees as required, you will be eligible to receive your vested retirement benefits when you meet any of the following eligibility requirements:

- a. Normal Retirement Date:
  - (1) For benefits earned prior to February 1, 2004, the later of: (a) Age 62 and (b) the fifth anniversary of your participation in the Plan.
  - (2) For benefits earned on and after February 1, 2004, the later of: (a) Age 65 and (b) the fifth anniversary of your participation in the Plan.
- b. Early Retirement Date:
  - (1) Age 55 and vested (or partially vested).
- c. Disability Retirement Date:
  - (1) You are a vested (or partially vested) Employee under age 55 working in Covered or Contiguous Non-Covered Employment immediately prior to your disability, and
  - (2) You are totally and permanently disabled, and
  - (3) Your disability occurred no more than three years after the end of the Plan Year in which you last incurred a Break in Service. This applies if you are vested and would have incurred a break in service assuming you were not vested.

**13. What is considered a total and permanent disability?**

You will be considered totally and permanently disabled upon award of permanent disability benefits from the Social Security Administration except for specifically excluded disabilities. Disabilities specifically excluded are disabilities resulting from any criminal enterprise or self-inflicted injury.

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**Now that we have determined if you've become eligible  
to retire, it's time to calculate the monthly benefit.**

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**14. How are your retirement benefits determined?**

The amount of your monthly Retirement Benefit is determined as follows:

a. Normal Retirement Benefit

The monthly amount is equal to the sum of: (1), (2) and (3) below:

- (1) Your account balance on February 1, 1974 with accumulated interest plus any voluntary contributions with accumulated interest credited to your Normal Retirement Date divided by an annuity factor based on current actuarial assumptions (as stated in the Plan Document under Article I, Section 12).
- (2) Your Past Service Retirement Benefit equal to \$11.50 multiplied by the number of years and fractions thereof of continuous service credited from February 1, 1962 through January 31, 1974 (not to exceed 12 years).
- (3) The amount determined as a percentage of the contributions made to the Plan on your behalf:

<u>Contributions Made for Employment</u>	<u>Percentage Accrual</u>
February 1, 1974 - January 31, 1998	3.8%
February 1, 1998 - January 31, 2000	3.5%
February 1, 2000 - January 31, 2003	2.1%
February 1, 2003 - January 31, 2008	2.2%
February 1, 2008 – July 31, 2009	1.2%
August 1, 2009 - January 31, 2013	0.6%
February 1, 2013 and on	1.2%

b. Early Retirement Benefit

Since benefits will start early and probably be paid for a longer period of time, the amount of your benefit earned as of your Early Retirement Date is reduced for each full month your actual retirement date precedes your Normal Retirement Date. Your Normal Retirement Date depends on the date when your benefits were earned and is explained in Question 12.

Any benefits you earned prior to February 1, 2004 are reduced by ¼% for each month your retirement age precedes your Normal Retirement Date. Any benefits you earned from February 1, 2004 through July 31, 2009 are reduced by ½% for each month your retirement age precedes your Normal Retirement Date. Any benefits you earned on and after August 1, 2009 are actuarially reduced to the extent you retire prior to your Normal Retirement Date based on the assumptions in Article I, Section 12 of the Plan Document. Note that the actuarial reduction for benefits you earned from August 1, 2009 through January 31, 2015 is different than the actuarial reduction for benefits you earn on and after February 1, 2015. The mortality table was updated to reflect recent historical and future anticipated Plan experience. Refer to Article VII, Section 2 and Article I, Section 12 of the Plan Document for further information

Lastly, your total Early Retirement Benefit is multiplied by your applicable vesting percentage. If you worked at least one or more hours in Covered Employment on or after February 1, 1998, you are 100% vested if you have at least 5 years of Service Credit. Otherwise, your vesting percentage is determined in accordance with Question 10 and Article IV of the Plan document.

c. Postponed Retirement Benefit

Should you decide to retire after you are eligible for Normal Retirement Benefits, the amount of your Postponed Retirement Benefit is actuarially adjusted to take into consideration that payments will probably be made for a shorter period of time than if you had retired at your Normal Retirement Date. For benefits earned prior to Normal Retirement Date, the adjustment is  $\frac{1}{2}\%$  per month that your Postponed Retirement Date occurs after your Normal Retirement Date. For benefits earned after your Normal Retirement Date, an adjustment of  $\frac{1}{2}\%$  per month applies from the end of the Plan Year in which your service was performed to your Postponed Retirement Date.

d. Disability Retirement Benefit

If you become eligible for Disability Retirement, you will be entitled to an ancillary disability benefit commencing on your date of disability equal to 50% of your Normal Retirement Benefit payable as a single life annuity until you reach age 55.

Once you attain age 55, your disability benefits will stop and you will commence an Early Retirement benefit. If you are married, spousal consent is needed to elect a payment form other than the Spousal Benefit (Qualified 50% Joint and Survivor Annuity).

**15. Do I have a choice of how I will be paid once I retire?**

Yes, you have the option of receiving a portion of your early, normal or postponed retirement benefits in a lump sum payment (with a residual monthly annuity) if you have Voluntary Contributions, a Past Service Retirement benefit or vested Employer Contributions prior to February 1, 1995. Otherwise, you will receive a monthly annuity at the time of your retirement (as described in Article VIII of the Plan document).

The following options are available upon retirement. Options 1 and 2 are the normal forms of payment depending on your marital status at the time of retirement. There are other options also listed below.

If you receive a monthly benefit in a form other than a Straight Life Annuity, your benefits are converted to your chosen payment form using the Plan's factors described in Article I, Section 12 of the Plan Document. Note that the conversion factor for benefits you earned prior to February 1, 2015 is different than the conversion factor for benefits you earn on and after February 1, 2015. The mortality table was updated to reflect recent historical and future anticipated Plan experience. Refer to Article I, Section 12 of the Plan Document for further information

## NORMAL FORMS OF PAYMENT

### Option #1

If you are married on your date of retirement, the normal form of benefit payable to you is the Spousal Benefit (Qualified 50% Joint and Survivor Annuity) which will pay you a reduced monthly benefit for your lifetime with ½ that amount payable monthly to your surviving spouse (provided that you have been married for at least 1 year) at the time of your death for the remainder of his/her lifetime. Should your spouse pre-decease you after you retire, you will continue to receive the same amount for the remainder of your lifetime with no further payments to a beneficiary at the time of your death.

If you wish to reject this option, your spouse is required to provide consent in writing (witnessed by either a Plan representative or a Notary Public) acknowledging the effect of the rejection. Note, however, your spouse's consent is not required if you elect the 75% contingent annuitant option with your spouse as your designated beneficiary in lieu of the Qualified 50% Joint and Survivor Annuity.

### Option #2

The Straight Life Annuity is an unreduced monthly benefit payable for your lifetime and results in no further payments to a beneficiary upon your death. The Straight Life Annuity is the normal form of payment if you are unmarried at the time of your retirement.

## OTHER FORMS OF PAYMENT

### Option #3

A contingent annuitant option that would pay 100%, 75%, 66⅔% or 50% of the benefit you were receiving to a surviving beneficiary for the remainder of the beneficiary's lifetime upon your death. The greater the benefit you wish for your beneficiary, the more of a reduction in your benefit payable to you during your lifetime. As described under the Spousal Benefit option (Qualified 50% Joint and Survivor Annuity), should your beneficiary pre-decease you, no payments to another beneficiary would be made upon your death. Under the law, there are certain limitations that apply if your co-annuitant is not your spouse. These limitations will be reflected to the extent required by law.

### Option #4

A Period Certain Option in the form of a 5, 10, 15, or 20 year period. Your benefit is reduced to take into consideration that a certain number of payments may be made to a beneficiary upon your death. If, for example, you choose the 10 year certain option, 10 years of payment are guaranteed whether you die before or after the completion of the 10<sup>th</sup> year after you retire. If you die before the 10 year period, your beneficiary will receive the balance of the 10 years' worth of payments. At the end of the 10<sup>th</sup> year, payments will cease. Should you select this option and live longer than 10 years after your retirement, you would continue to receive your benefits until you die with no further payments to a beneficiary. The longer the period certain that you choose, the more of a reduction to your monthly benefit. If you designate multiple beneficiaries on your beneficiary designation form and you die prior to receiving the guaranteed period of payments, each of your designated beneficiaries will share equally in the benefit unless you indicate otherwise on your beneficiary designation form.

### **Option #5**

The Social Security Adjustment Option (also known as the Level Income Option) provides you with an increased amount in your monthly benefit initially and then a reduction once you start receiving Social Security. You may elect a scheduled commencement age for Social Security of age 62 or your Social Security Normal Retirement Age. The idea of this option is to level out the combined income you will expect to receive from both the Retirement Plan and Social Security. You would only want to elect this option if you decide to retire before receiving Social Security benefits. If you elect this option, please provide the Administrative Office with a copy of your most recent Social Security statement or any other supporting documents that can be used to estimate your Social Security benefits.

### **Option #6**

The Lump Sum Option provides you with a single one-time payment equal to the sum of: (1) your account balance and voluntary contributions accumulated with interest, (2) vested employer contributions made on your behalf on and after February 1, 1974, and before February 1, 1995, plus (3) your vested Past Service Benefit divided by a benefit percentage factor (currently 2.205%). Should the total actuarial equivalent value of the benefits in a.(1) through a.(3) under question 14 be greater than this option, you would then receive a residual monthly benefit actuarially equivalent to the difference. You may receive this residual monthly benefit in any payment form as described in Options 1 through 5. If you elect this option, your residual monthly benefit (if any) must be paid starting from the same date that you receive a lump sum.

Actuarial equivalent values are calculated on the basis of mortality tables and interest rates published annually by the government. They are used to determine what lump sum amount is equivalent to a monthly benefit.

If this residual monthly benefit in the form of a Straight Life Annuity is less than \$100, you may elect, instead, to receive the full actuarial equivalent value of the benefits described above in one lump sum payment.

## **16. What are the requirements for cash withdrawal benefits?**

To be eligible for cash withdrawal benefits, you must terminate Covered Employment, have not attained age 55 and either:

- a. Not worked for a Contributing Employer for 6 consecutive months and cease working in both the trade and classifications (Union or Non-Union employment) in the Unions' geographical jurisdiction, or
- b. Leave the Unions' geographical jurisdiction for 6 consecutive months.

**(See question 11 for definition of Covered Employment)**

If eligible, you may decide (with spousal consent) to voluntarily cash out the following instead of waiting to retirement age:

- a. Your Account Balance with accumulated interest, plus
- b. Any voluntary contributions you have made with accumulated interest, plus
- c. An amount that is actuarially equivalent to your Past Service Benefit, plus

- d. The greater of:
- (1) The vested portion of the employer contributions made on your behalf on and after February 1, 1974 and before February 1, 1995, or
  - (2) An amount that is the actuarial equivalent of your vested monthly benefits derived from contributions made on your behalf on and after February 1, 1974 and before February 1, 1995.

If you return to Covered Employment after receiving a Cash Withdrawal benefit, your attained vesting percentage will automatically be reinstated.

Benefits may also be reinstated provided that the Cash Withdrawal is repaid with interest at 5% per annum. Repayment periods start from the date of the Cash Withdrawal. Participants have until the end of the fifth consecutive one-year Break in Service to repay the Cash Withdrawal. It is permissible to retain any portion of the Cash Withdrawal that consisted of voluntary contributions or the Account Balance and to only repay the remainder. Benefits reinstated will only relate to the amount repaid.

Monthly benefits derived from contributions made on your behalf on and after February 1, 1995 can only be paid in the form of monthly payments pursuant to a selected retirement option.

**17. Can I withdraw my voluntary contributions?**

The voluntary contributions you make to the Plan are accumulated in your Employee Voluntary Account. Interest is credited each February 1<sup>st</sup>. You may withdraw these contributions before you terminate or retire. The number of withdrawals you may make is limited to three per calendar year. The interest portion of the withdrawals is taxable. Check with your tax advisor about the amount of tax due.

**18. What benefits, if any, will be paid under the Plan if I should die prior to retirement?**

There are two payment forms (one for married participants only) that your beneficiary may choose from should you die before retiring.

Your vesting percentage must be greater than 0% at the time of your death for your beneficiary to receive death benefits from this Plan.

If you die while performing Qualified Military Service, your beneficiary will be entitled to receive pre-retirement death benefits as if you resumed employment on the day before your death.

**Payment Form #1 (for married participants only)**

Your widow/widower would receive the survivor's portion of the 50% Spousal benefit described in Option #1 under question 15 as if you had actually retired and then died the following day. Payments will not begin until you would have otherwise attained age 55 should you die before your 55<sup>th</sup> birthday. Your widow/widower under this payment form has the option of taking the Account Balance and Voluntary Account Balance in a lump sum at any time after your death instead of as a part of the monthly benefit.

**Payment Form #2**

Your beneficiary would receive: (1) your Account Balance, Voluntary Account Balance and 50% of the vested portion of employer contributions made on your behalf since February 1, 1974, less (2) the total of any disability benefits paid to you.

A widow/widower may elect this Payment Form in lieu of Payment Form #1.

**19. What benefits, if any, are payable under the Plan if I die after retirement?**

If you should die after retirement, certain benefits will only be payable according to the type of benefit that was payable to you during your retirement. Refer once again to Question 15 for a complete explanation of what benefits may be payable upon your death after retirement.

**20. Are Plan benefits supplemental to other benefits I might receive?**

Yes, all Plan benefits (Retirement, Disability and Death) are in addition to and independent of any Social Security benefits and any other group or individual retirement or insurance benefits to which you or your beneficiary may be entitled.

**21. How long will my retirement benefits be paid?**

Initial benefit payments and increases in original benefits are paid by the Plan and the continuance of such benefits is subject, of course, to the continuance of the Plan and the adequacy of Pension Plan assets.

**22. How are my retirement benefits taxed?**

Benefit payments, except those based on your own voluntary contributions without interest, are subject to federal and state income tax. As such, taxes will be withheld from any payment subject to mandatory withholding as required by the Internal Revenue Code, as amended, unless you elect to have such payment paid directly to an eligible retirement plan and you specify in writing the plan to which such distribution is to be paid.

You may also elect to have taxes withheld from payments which are not subject to mandatory withholding (such as monthly payments for your lifetime).

You will be provided with a detailed explanation regarding the tax consequences of the payments to be paid to you prior to commencement.

**23. Once retired, will my benefits ever be suspended?**

Your benefits are subject to being suspended if, after retirement, you return to Covered Employment (see question 11 for definition of Covered Employment), and are working at least 40 hours per month. Service Credits earned during re-employment after retirement are added to those earned to your first retirement date. Benefits are earned as before and will be added after any reductions for vesting, early retirement and/or options to your original benefit when you return to retirement status. Effective February 1, 1997, you may elect to receive your benefits while still working once you attain 70½. Otherwise, unless you are a 5% owner, you are not required to commence benefits until April 1 of the calendar year following the later of the year in which you reach age 70 ½ or the year in which you terminate from Covered Employment.

**24. May I assign my benefits or borrow from the Plan?**

Unless otherwise provided by law, your benefits under the Plan are not assignable. Borrowing from the Plan is not permitted. The Plan is required to comply with Qualified Domestic Relations Orders (QDRO) issued by State courts.

Participants and Beneficiaries may obtain, without charge, a copy of the Plan's QDRO procedures by request to the Administrative Office.

**25. Will the Plan be continued?**

The Trustees expect to continue the Plan indefinitely. However, the right to change or discontinue the Plan is necessarily reserved by the Trustees. The Trustees also reserve the right to transfer the funds from one carrier to another carrier or other investment media.

**26. Does this booklet describe the Plan in detail?**

The information contained in this section of the booklet is intended to be only a summary of the principal features of the Plan. A complete copy of the Plan Document is provided in the 2<sup>nd</sup> half of this booklet. The Trustees reserve the right to decide, consistent with the terms of the Plan, all questions arising in the administration of the Plan.

**27. Will the Plan be improved?**

Your Trustees have made and will continue to make every effort to direct the Plan so that it will meet your future needs insofar as they can be foreseen and conditions permit.

**28. Can I accumulate credits and benefits from employment with any Employer participating in this Plan?**

Yes, you may accumulate credits and benefits from employment with any Employer participating in this Plan.

**29. Can I transfer service credits to another Office Employee's Union Pension Plan?**

Currently, this Retirement Plan has a reciprocity agreement with two other Pension Plans, the Western States Office and Professional Employees Pension Trust Fund and the Office and Professional Employees Local 3 Pension Trust Fund. This agreement allows a participant to combine service from all Plans towards vesting which will also help in avoiding a break-in-service from the Plans. To ensure proper crediting you should provide written notice to the administration offices of each Plan as soon as you leave participation in one Plan for the other.

**30. Can I transfer money to this Plan from another qualified retirement plan?**

Yes. If you have been a participant in another qualified retirement plan, you may rollover all or part of your interest to this Plan provided the requirements in Article XV, Section 12 are satisfied. The rollover amount will be set up in a separate account to which you will be 100% vested.

**31. How do I apply for benefits under the Plan?**

It is your responsibility to apply for your benefits in the time and manner set forth in the rules of the Retirement Plan.

You must apply for retirement benefits at the Administrative Office at least one full month but not more than one hundred eighty days prior to your retirement date (which starts on the first day of the month). If you qualify, benefits will not begin until you have terminated Covered Employment and filed a completed application with the Administrative Office. You must also furnish proof of your date of birth before you can receive benefits. You must submit a photostatic or original copy of one of the four proofs listed below:

- (a) A birth certificate.
- (b) A baptismal certificate if the date of the birth is shown by a certified record.
- (c) Notification of registration of birth in a public registry of vital statistics.

(d) Hospital birth record certified by the custodian of such record.

If you cannot submit any of the above proofs of age, you will be required to submit at least two of the following:

(e) A foreign church or government record.

(f) A signed statement by a physician or midwife who was in attendance at birth, as to the date of birth shown on their records.

(g) Naturalization record.\*

(h) Immigration record.\*

(i) Passport.\*

(j) Military record.

(k) School Record certified by the custodian.

(l) Vaccination record certified.

(m) Marriage record showing date of birth.

(n) Other evidence such as signed statements from persons having knowledge of your birth.

\* Items (g), (h), and (i) may not be photocopied, so you must submit the original. Originals of any document furnished will be returned to you.

The Board of Trustees reserves the right to request additional items if necessary.

If you have a question regarding the application and/or the requirements for application, you may call the Administrative Office at (800) 386-4350.

Mail your completed form together with necessary records to:

OPEIU Locals 30 & 537 Trust Funds  
13191 Crossroads Parkway North, Suite 205  
City of Industry, CA 91746-3232

Cash Withdrawal Benefit applications may be filed after you terminate Covered Employment. If you are no longer working at the trade within OPEIU Local 30's or OPEIU Local 537's geographical jurisdiction, your cash withdrawal benefit, if you qualify, will be processed after six calendar months in which no contributions were made on your behalf.

Disability Benefit applications should be filed by you as soon as possible if your disability is likely to last over six months, since benefits will not begin until: (1) you file a claim, and (2) you have been disabled six months. It would suit you well to apply for disability benefits when you apply for Social Security disability benefits.

Death Benefit claims must be filed by your beneficiary with a certified death certificate with the Administrative Office. Keep this booklet with your important papers so your beneficiary can file properly.

**32. What happens if my claim for benefits is denied?**

If the application of you or your beneficiary for benefits is denied under the Plan, you have 60 days after learning of the denial in which to request in writing a hearing before the Board of Trustees. If the dispute involves a disability retirement, you will be notified of the denial within 45 days and then have another 180 days to file an appeal with the Board of Trustees.

You can request additional time to respond. After the hearing the Trustees will issue their decision in writing.

For more information on claims and appeals, refer to Article XV, Sections 3 and 3A of the Plan.

**33. Who decides whether you are entitled to benefits?**

The Board of Trustees with assistance and professional advice from its agents are responsible for reviewing applications for benefits, accepting such applications, or declining such applications.

**34. How are my benefits recorded?**

Your accumulated contributions and benefits earned will be recorded by the Administrative Office. A report on the status of your account will be made available to you annually based on contributions received before the end of that Plan Year.

**35. What are some of the duties of the Trustees?**

- To carry out the purposes of the Revised Trust Agreement in accordance with its provisions and applicable laws.
- To develop and adopt a Retirement Plan and to review and modify the Retirement Plan from time to time as may be indicated by actuarial study and legal requirements.
- To administer the Fund and the Retirement Plan, establishing rules and regulations, authorizing administrative procedures and expenses, and authorizing payment of claims and benefits.

## **SUPPLEMENTAL PLAN INFORMATION**

### **NAME OF PLAN**

This Plan is known as the Office and Professional Employees International Union Locals 30 & 537 Retirement Fund. The Plan is a multiemployer defined benefit pension plan that is intended to be a tax-qualified plan under the Internal Revenue Code. The Pension Plan Rules and Regulations, as amended from time to time, govern the operation of the Plan.

### **PLAN SPONSOR**

This Plan is sponsored and administered by a joint labor and management Board of Trustees. Half the members represent Union Employees, and half represent participating Employers. Trustees serve without compensation and are selected by their respective parties. The name, address and telephone number of the Plan Sponsor is printed on the back of this booklet.

A complete list of participating Employers sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Plan's administrator, and is available for examination by Participants and beneficiaries. Upon written request to the Plan's administrator, Participants and beneficiaries may receive information as to whether a particular employer is a sponsor of the Plan, and if so, the sponsor's address.

### **IDENTIFICATION NUMBER**

The Plan Employer Identification number assigned to the Board of Trustees by the Internal Revenue Service is 95-6072309. The three digit Plan Number is 001.

### **TYPE OF PLAN**

The Plan is a defined benefit pension plan that provides benefits upon retirement and other related benefits.

### **TYPE OF ADMINISTRATION**

This Plan is administered by the Board of Trustees, with the assistance of an attorney, an actuary and an accountant who shall be determined by the Board of Trustees.

### **NAME AND ADDRESS OF AGENT FOR SERVICE OF PROCESS**

The Trustees have designated

Dennis J. Murphy  
533 South Fremont Avenue, 9<sup>th</sup> Floor  
Los Angeles, California 90071-1706

as agent to accept service of legal process on the Fund's behalf. Service of legal process may also be made upon a Plan Trustee.

## **NAMES AND ADDRESSES OF TRUSTEES**

### **Employer Trustees**

James K. Bernsen  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

Ron Miller  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

M.E. "Red" Martinez  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

Patrick McGinn  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

Richard N. Slawson  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

### **Union Trustees**

Jacqueline White-Brown  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

Walter Allen, Jr.  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

Lynnette Howard  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

Tina Ramlall-Epherson  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

Laura Villegas  
13191 Crossroads Parkway North, Suite 205  
City of Industry, California 91746-3232

## **COLLECTIVE BARGAINING AGREEMENT**

The Plan is maintained pursuant to Collective Bargaining Agreements established between participating Employers and Union representatives. Copies of the agreements may be obtained by Participants and beneficiaries upon written request to your Local Union Office and are available for examination by Participants and beneficiaries.

## **PLAN TERMINATION INSURANCE**

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent, and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

#### **SUMMARY OF PLAN PROVISIONS GOVERNING THE ALLOCATION AND DISPOSITION OF ASSETS OF THE PLAN UPON TERMINATION**

The Plan provides that benefits accrued to the date of complete discontinuance of contributions to the Plan or termination or partial termination of the Plan, will be vested to the extent they are funded by Plan assets. In the unlikely event the Plan is terminated, any and all monies and assets remaining in the Trust Fund, after payment of expenses, shall be used for the exclusive benefit of participants, as determined solely and absolutely at the discretion of the Board of Trustees in accordance with ERISA.

#### **STATEMENT OF PARTICIPANT'S RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

As a participant in O.P.E.I.U. Locals 30 & 537 Retirement Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to: Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a copy of the plan's annual funding notice. The plan administrator is required by law to furnish each participant with a copy of this notice.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide a statement free of charge.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

## **OTHER GENERAL INFORMATION**

### **CURRENT NAME AND ADDRESS INFORMATION**

It is your responsibility to keep the Administrative Office informed at all times of your legal name, current address and the name of your Beneficiary(ies).

### **INFORMATION AND PROOF**

It shall be the sole responsibility of every Participant to furnish to the Administrative Office and the Board of Trustees any information or proof requested by them and reasonably required to administer the Plan. Failure on the part of any Participant to comply with such request promptly, completely and in good faith shall be sufficient grounds for denying, modifying, suspending or discontinuing benefits to such person, subject to the requirements of the Code with respect to nonforfeitability. If a Participant or other claimant to benefits hereunder makes a false statement material to his claim for benefits, the Board of Trustees shall recoup, offset or recover the amount of any payments in excess of the amount to which such Participant or other claimant was rightfully entitled under the provisions of this Plan. Any Participant or other person seeking or obtaining the benefits of the Plan agrees that the Trust Fund may recoup, offset other payments due from the Plan, or obtain any other appropriate remedy, including recouping costs of collection, including attorney fees, and punitive damages, if applicable, with respect to (i) any amounts paid by the Plan in excess of the amounts payable under the Plan, or (ii) any amounts paid as a result of fraud, misrepresentation or concealment, including by means of false or incomplete information in an application.

### **ENROLLMENT CARD**

It is necessary for all employees eligible under the Retirement Plan to file a completed enrollment card with the Administrative Office. The card will include complete information pertaining to the individual employee and beneficiary(ies).

### **FILING AN APPLICATION**

All transactions concerning your Retirement Plan participation and applications for Benefits must be filed in writing on forms which are available at the Administrative Office. Applications should be submitted 30-180 days prior to your anticipated retirement date.

### **QUESTIONS**

Your Administrative Office will be glad to assist you with any questions you have pertaining to the Plan.

### **PROCESSING APPLICATIONS**

The processing of applications will be carried out as quickly as possible.

### **DECISIONS**

Written decisions of approval or denial will be submitted to you or to your Beneficiary. In the event a claim is denied you will receive:

- a request for additional material or information to further support your claim, and the reason why these are necessary, or
- specific reasons for the denial, and/or
- clear reference to the Plan provisions upon which the denial is based, and a notice of your right to have the denial reviewed as explained below.

**REQUEST FOR REVIEW**

You or your authorized representative may request a review of your claim by giving written notice to the Plan Administrator who will forward it to the Board of Trustees. You have the right to:

- have representation,
- review pertinent documents, and
- present written issues and comments.

Your request must be made not later than 60 days after you receive the notice of denial. In the case of a disability denial, your request must be made not later than 180 days after you receive the notice of denial. If you fail to act within the time limit, you lose the right to have your claim reviewed, unless you have requested and been granted additional time.

**DECISION ON REVIEW**

Upon receipt of your request for review, the Board of Trustees shall make a full and fair evaluation and conduct a hearing, if necessary. Additional documents may be required for such a review. Thereafter, the Trustees shall issue a written decision affirming, modifying, or setting aside the former action.

Any lawsuit filed under ERISA §502(a) to recover benefits under the Plan or to enforce any rights under ERISA must be filed within one year of the issuance of a written decision regarding the denial of benefits following an appeal or other failure to comply with ERISA.

## **ANNUAL RETIREMENT STATEMENT**

As long as you have not commenced retirement or disability benefits from the Plan and your benefits have not been forfeited, you should expect to receive a statement annually from the Administrative Office. The statement reflects your accrued monthly benefits payable at normal retirement age based on your accumulated service credits and benefits earned to date. It is extremely important that the Administrative Office has your correct personal information on file. Please notify the Administrative Office as soon as possible if your retirement statement shows any inaccurate personal information.

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCALS 30 & 537  
RETIREMENT FUND**

**PLAN DOCUMENT**

The following reflects the restated Retirement Plan effective as of June 1, 2016. It reflects the restated plan adopted on December 1, 2014, as approved by an IRS favorable determination letter dated September 4, 2015, and includes Amendment Nos. 1 and 2 adopted on February 18, 2015, Amendment No. 3 adopted on May 20, 2015 and Amendment No. 4 adopted on May 31, 2016. Pensions effective prior to June 1, 2016 are generally subject to the Plan in effect at the time of retirement except as otherwise noted in specific provisions.

# ARTICLE I - DEFINITIONS

## **Section 1 Trust Definitions**

Unless the context or subject matter otherwise requires, as determined by the Board of Trustees, the words and terms used in this Plan shall have the same meaning as in the Amended Agreement and Declaration of Trust of the OPEIU Locals No. 30 and 537 Retirement Trust Fund, herein referred to as Trust Agreement. Any conflicts between the provisions of this Retirement Plan and the Trust Agreement shall be resolved in favor of the provisions of the Plan insofar as the operation of this Plan is concerned.

## **Section 2 Effective Date**

January 1, 1962 for the original Plan and August 1, 2012 for this current amended and restated Plan.

## **Section 3 Collective Bargaining Agreement**

Any agreement between the Employer and the Union which specifically provides, among other things, for Employer contributions to the Trust Fund and further executes an agreement to be bound by the terms of this Retirement Plan.

## **Section 4 Employer**

Any Employer who is required by the Collective Bargaining Agreement to make contributions to the Trust Fund.

## **Section 5 Participant**

An Employee covered by the Collective Bargaining Agreement, any vested Employee (past or present) or any Pensioner or Beneficiary.

## **Section 6 Plan Year**

Each period of 12 calendar months commencing February 1 and ending January 31 of the following year during which this Plan is in effect. The Plan Year shall serve as the vesting computation period.

## **Section 7 Plan**

The O.P.E.I.U. Locals 30 and 537 Retirement Plan as described in the following articles and sections.

## **Section 8 Trust Agreement**

The agreement between the Trustees establishing a legal trust for this Plan.

## **Section 9 Trust Fund**

The fund created under the Trust Agreement in which all the Employer contributions are deposited and accumulated for the purpose of providing the benefits provided for in the Plan, and paying the expenses of administration.

## **Section 10 Trustee**

A Trustee designated in accordance with Article III of the Trust Agreement.

## **Section 11 Union**

The Office and Professional Employees International Union, Locals No. 30 and No. 537, AFL-CIO-CLC.

## **Section 12 Actuarial Equivalent**

“Actuarial Equivalent” or “Actuarially Equivalent” means an equivalent value based on:

- (a) For Benefit Commencement Dates prior to February 1, 2008, the mortality table prescribed by the Secretary of the Treasury pursuant to the provisions of Section 417(e)(3) of the Internal Revenue Code and an interest rate assumption equal to the annual interest rate on 30-year Treasury securities as published in accordance with the rules prescribed by the Internal Revenue Service Commissioner for the month of September preceding the Plan Year containing the effective date of the cash-out.
  - (1) For Benefit Commencement Dates on and after February 1, 2008, the “applicable mortality table” is the mortality table prescribed by the Secretary of the Treasury pursuant to the provisions of Section 417(e)(3)(B) of the Internal Revenue Code (or a successor thereto) in revenue rulings, notices or other guidance published in the Internal Revenue Bulletin and the “applicable interest rate” is the adjusted first, second, and third segment rates described in Code Section 417(e)(3)(D) applied under rules similar to the rules of Code Section 430(h)(2)(C) (determined by not taking into account any adjustment under clause (iv) thereof) for the month of September preceding the Plan Year containing the effective date of the cash-out, as specified by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin. The stability period, within the meaning of Treasury Regulations Section 1.417(e)-1(d)(4)(ii) (or a successor thereto), is the Plan Year.
- (b) For all other equivalences,
  - (1) For benefits accrued prior to February 1, 2015 including the Employee’s Account Balance and Voluntary Account Balance, the Unisex Pension Mortality Table set back four years and an interest assumption of 7%.
  - (2) For benefits accrued on or after February 1, 2015 including interest on the Employee’s Account Balance and Voluntary Account Balance earned on or after February 1, 2015,
    - i. For monthly payments pursuant to the Qualified 50% Joint & Survivor Annuity, Contingent Annuity Option or a Qualified Domestic Relations Order, the RP-2014 Mortality Table for Healthy Annuitants set forward 1 year, blended 100% female and 0% male for the Employee and blended 0% female and 100% male for the contingent annuitant (Alternate Payee) and an interest assumption of 7%.
    - ii. For monthly payments pursuant to the Pension Certain Option, Account Balance or Voluntary Account Balance, the RP-2014 Mortality Table for Healthy Annuitants set forward 1 year, blended 100% female and 0% male and an interest assumption of 7%.

## **Section 13 Interest Credits on Account Balances**

- (a) Account Balances and Voluntary Account Balances are credited with interest each year as follows:

February 1, 1974 through January 31, 1978	5%
February 1, 1978 through January 31, 1980	6%
February 1, 1980 through January 31, 1981	7%
February 1, 1981 through January 31, 1994	8%
February 1, 1994 and thereafter	5%

- (b) Effective with interest credited January 31, 1999, bonus interest will also be credited to such accounts each January 31<sup>st</sup> equal to the sum (not less than zero) of the following:
  - (1) 80% of the actuarial gain percentage on the investment assumption as reported in the previous year's actuarial valuation report, plus
  - (2) 20% of such gain percentage from the next previous year, less
  - (3) up to 100% of any loss percentages not previously accounted for through this formula during the five years ending with the previous year's actuarial valuation (but not before January 31, 1996).
- (c) The first bonus interest calculation, January 31, 1999, will also include 80% of the actuarial investment gain percentages from January 31, 1996 and 1997 reports. The second bonus interest calculation will also include the remaining 20% of the actuarial investment gain percentages from the January 31, 1996 and 1997 reports.
- (d) The potential bonus interest credit to be applied on any January 31<sup>st</sup> will not be final until the Board of Trustees has:
  - (1) accepted the previous year's ERISA funding actuarial valuation, and
  - (2) effective with bonus interest credit applied on or after January 31, 2016, verified that the Fund is at least 100% funded in the previous year's ERISA funding actuarial valuation based on the fair market value of assets as confirmed by the Plan Actuary, and
  - (3) ratified application of the formula described above in this Article I, Section 13.

### **Section 13.1 Account Balance**

The Employer contributions made on a Participant's behalf prior to February 1, 1974, plus interest credited to such contributions. After February 1, 1974, the Account Balance will be credited with accumulated interest (5% per annum effective February 1, 1994) until cashed out or converted to an Actuarial Equivalent monthly benefit at the date of retirement.

### **Section 13.2 Voluntary Account Balance**

The Employee's voluntary contributions plus interest (5% per annum effective February 1, 1994) credited to such contributions (see Article X) until cashed out or converted to an Actuarial Equivalent monthly benefit at the date of retirement.

### **Section 13.3 Past Service Benefit**

A benefit of \$11.50 per month is accrued for Participants in the Fund for whom a contribution was made for any portion of a Plan Year, credited during any part of the period from February 1, 1962 to January 31, 1974 with a maximum allowable benefit of \$138.00 (12 years).

### **Section 14 Beneficiary**

Subject to such conditions as the Trustees may prescribe and the law provides, Beneficiary means that person or persons entitled to benefits payable from the Plan. For death after retirement the Beneficiary will be the person(s) designated by the Participant on the Plan retirement application form. For death before retirement the Beneficiary will be the person(s) designated by the Participant on the Plan Enrollment Card. If a Participant dies with a death benefit payable to a Beneficiary and there is no valid designation of Beneficiary by the Participant on file at the Administrative Office, then the payments shall be made in accordance to the following order: (1) the Participant's Spouse, (2) the Participant's

child(ren), (3) the Participant's parent(s), the Participant's brother(s) and sister(s), and (4) the Participant's heirs.

#### **Section 15 Covered Employment**

"Covered Employment" is employment performed by a Participant for an Employer which requires Employer contributions to the Fund.

#### **Section 16 Contiguous Non-Covered Employment**

Contiguous Non-Covered Employment is a period of Employment which occurs during, immediately before or immediately after a Participant's period of Covered Employment with the same Employer in a job that is not covered by the Plan. Such non-covered employment will be considered contiguous only if there is no Severance from Employment between the period of Covered Employment and non-covered employment.

#### **Section 17 Normal Retirement Age**

For benefits accrued prior to February 1, 2004 the Normal Retirement Age of a Participant in the Plan is attainment of age 62 or, if later, the fifth anniversary of participation in the Plan. For benefits accrued on and after February 1, 2004 the Normal Retirement Age of a Participant in the Plan is attainment of age 65 or, if later, the fifth anniversary of participation in the Plan.

#### **Section 18 Spouse (Surviving Spouse)**

"Spouse" or "Surviving Spouse" means the person to whom a Participant is legally married and who is treated as a Spouse under the Code. The term "Spouse" also includes a Participant's former spouse if and to the extent provided under a Qualified Domestic Relations Order as described in Section 414(p) of the Internal Revenue Code. For purposes of this definition, same-sex marriages and spouses are recognized in accordance with IRS Revenue Ruling 2013-17, effective June 26, 2013.

#### **Section 19 Qualified Military Service**

Qualified Military Service shall mean, as defined under Section 414(u) of the Internal Revenue Code, active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty, and a period during which a person is absent from work for purpose of examination to determine his or her fitness for military service. Uniformed Armed Service includes service in the armed forces (army, navy, marines, etc.), the army national guard and the air national guard when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency (including natural disasters and civil disturbances).

#### **Section 20 Severance From Employment**

Severance from Employment shall mean an Employee who completely withdraws from employment by reason of quit, discharge, retirement, or death for which the Employer was obligated to make contributions to the Fund based on the terms of the Collective Bargaining Agreement.

Notwithstanding the above, a Severance from Employment shall also be deemed to occur by the end of any Plan Year in which a Participant who has attained age 70-1/2 performs no duties or the Trust receives contributions on the Participant's behalf for two months of Covered Employment or less.

## **Section 21     Compensation**

Compensation means compensation as determined under Section 415(c)(3) of the Internal Revenue Code, but including amounts contributed or deferred by the Employer pursuant to a salary reduction agreement which are excludable from the Employee's gross income by reason of Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b) of the Internal Revenue Code. Differential wage payments as defined in Section 3401(h)(2) of the Internal Revenue Code while performing Qualified Military Service are also included as compensation.

Compensation includes payments made by the later of 2 ½ months after severance from employment, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer, and is regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

Compensation shall conform to the regulations of Section 401(a)(17) of the Internal Revenue Code and, effective July 1, 1994, shall not exceed the OBRA '93 annual compensation limit as adjusted by the Internal Revenue Service Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code.

## **ARTICLE II - ELIGIBILITY**

### **Section 1      Eligibility**

The Plan covers all Participants for whom contributions are required under the terms of a Collective Bargaining Agreement after one hour of Covered Employment.

## ARTICLE III - SERVICE CREDIT

### Section 1 Service Credit

Service Credit means the total number of years of employment which is recognized for determining a vested percentage for Plan benefits. Service credit before entering the Plan is referred to as "Past Service Vesting Credit" and the remaining vesting service credit is referred to as "Contributory Service Vesting Credit."

- (a) Past Service Vesting Credit is given to Participants for continuous prior service as an office, technical, or professional Employee in the classifications within the geographical jurisdiction of O.P.E.I.U. Local 30 or O.P.E.I.U. Local 537.
- (1) Participants in the Plan before February 1, 1974 are credited for up to 24 months of prior service worked in the trade within the jurisdiction of OPEIU Locals 30 or 537.
  - (2) Participants entering the Plan on or after February 1, 1974 and before February 1, 1983 are given credit for up to nine years of prior service provided that at least 5 months of Employer contributions have been made to the Plan on the Participant's behalf.
  - (3) No past service credit is automatically given for those entering the Plan on or after February 1, 1983.
- (b) Contributory Service Vesting Credit is computed as the sum of (1) and (2) below:
- (1) One year of Contributory Service Vesting Credit is granted for each Plan Year in which contributions were made on the Participant's behalf to the Plan for the Plan Years beginning February 1, 1974 and February 1, 1975.
  - (2) For Plan Years beginning on and after February 1, 1976 Contributory Service Vesting Credit will be granted according to the following schedule:

<u>Months of Contributions</u>	<u>Year of Contributory Service Vesting Credit</u>
2 or Less	0.0
3	0.6
4	0.8
5 or More	1.0

Total Service Credit is the sum of the Participant's Past Service Vesting Credit and Contributory Service Vesting Credit.

Service Credits may also be earned for Contiguous Non-Covered Employment as defined by Article I, Section 16. Participants are granted one month of Contributions for vesting purposes for each month with at least one hour of Contiguous Non-Covered Employment.

Except for Qualified Military Service, Service Credits are earned only when gainfully employed and based on the performance of duties for the Contributing Employer. Vesting Service Credits cannot be earned while on disability or approved leaves of absence.

## **Section 2      Military Service**

Notwithstanding any provision of this Plan to the contrary, Employer contributions, retirement income and Service Credit with respect to Qualified Military Service will be provided in accordance with Section 414(u) of the Internal Revenue Code. The Plan will pay for all benefits accrued while a Participant is engaged in Qualifying Military Service as required under Section 414(u) of the Internal Revenue Code. Such benefits will be accrued in accordance with the Participant's average months of employment during the twelve months immediately prior to the Participant's Qualified Military Service. The Plan will provide for such benefits provided that the Participant is engaged in Covered Employment immediately prior to his or her Qualified Military Service and returns to Covered Employment by registering for employment with the Union within ninety days following his or her Qualified Military Service.

## ARTICLE IV - VESTING

### Section 1 Vesting Before February 1, 1974

All Participants in the Plan as of February 1, 1974 will be vested in their Account Balances and in future Plan benefits in accordance with the following vesting schedule:

Months of Service Credit	Vesting Percentage
Up to 6 months.....	0%
6 to 12 months .....	25%
Over 12 to 18 months.....	50%
Over 18 to 24 months.....	75%
Over 24 months.....	100%

### Section 2 Vesting From February 1, 1974 – February 1, 1998

New Participants in the Plan after February 1, 1974 will vest in Plan benefits in accordance with the following schedule:

Completed Years of Total Service Vesting Credit	Vesting Percentage
Less than 5 years.....	0%
5 years .....	50%
6 years .....	60%
7 years .....	70%
8 years .....	80%
9 years .....	90%
10 or more years .....	100%

### Section 3 Vesting From February 1, 1998

A Participant who works one or more hours in Covered Employment on or after February 1, 1998 will vest in Plan benefits in accordance with the following schedule (in lieu of the schedule in Section 2):

Completed Years of Total Service Vesting Credit	Vesting Percentage
Less than 5 years.....	0%
5 or more years .....	100%

A Participant who has incurred a Break-in-Service must satisfy the reinstatement provisions in Article V, Section 1 for the vesting schedule in Section 3 above to apply.

### Section 4 Vesting Rights

A Participant who incurs a Severance from Covered Employment with a vested right under the Plan shall have the right to elect any normal or optional form of benefit payment on or after his/her Early Retirement Date. An attained vested percentage may not be forfeited or lessened.

**Section 5      Vesting at Normal Retirement Age**

Active Participants shall be 100% vested upon reaching Normal Retirement Age.

**Section 6      Special Vesting Rules**

The 5-year vesting schedule referred to in Section 3 applies to a Participant who is a non-collectively bargained employee and has earned one or more hours of service on or after February 1, 1989 in a position for which contributions were owed to the Trust Fund.

## ARTICLE V - BREAK-IN-SERVICE

### Section 1      General Rule

Any non-vested Participant will incur a one year Break-in-Service for any year when no duties were performed or the Trust received contributions on the Participant's behalf for 2 months of Covered Employment or less. All previously accumulated non-vested Service Credit and non-vested benefits will be forfeited (except for any voluntary contributions credited with interest).

For Participants who incur a one year Break-in-Service after February 1, 1985, all previous non-vested Service Credits and benefits are reinstated after returning to Covered Employment and working 5 months before the greater of: (1) the previous total of Service Credit, or (2) 5 consecutive one year Breaks-in-Service. For a one year Break-in-Service prior to February 1, 1985, a Participant's Service Credits and benefits were reinstated according to the provisions in the Plan at that time.

For purposes of determining vesting in benefits earned subsequent to a Break-in-Service, Total Service Vesting Credit shall include years earned prior to such Break-in-Service for Participants who had a nonforfeitable interest at the time of the Break-in-Service and who complete a year of Contributory Vesting Service Credit following such Break-in-Service.

### Section 2      Exception

An authorized leave of absence or layoff by the Employer that does not exceed one year will not count towards a Break-in-Service. Exceptions to prevent a Break-in-Service will also be made for time spent in the military, and maternal, paternal, or adoption leaves as defined under the Employee Retirement Income Security Act of 1974 as amended by the Retirement Equity Act and for any Contiguous Non-Covered Employment as defined in Article I, Section 16. For purposes of this paragraph, an absence from work for maternity or paternity reasons that commences on or after February 1, 1987 means an absence: (1) by reason of the pregnancy of the Participant, (2) by reason of a birth of a child of the Participant, (3) by reason of the placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The hours of service credited under this paragraph shall be credited (1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break-in-Service in that period, or (2) in all other cases, in the following Plan Year.

In order to receive credit for hours of work during maternity or paternity leave, the Participant must deliver to the Plan:

- (a) a certificate stating that the absence was on account of an authorized maternity or paternity leave, and
- (b) sufficient information to enable the Plan to determine the length of the absence.

## ARTICLE VI - RETIREMENT DATES

### Section 1 Normal Retirement Date

The Normal Retirement Date of a Participant in the Plan is the first day of the month coinciding with or next following Normal Retirement Age. As detailed in Article I, Section 17, the Normal Retirement Age of a Participant for benefits accrued before February 1, 2004 is different from the Normal Retirement Age of a Participant for benefits accrued on or after February 1, 2004.

### Section 2 Early Retirement Date

A Participant may elect as an Early Retirement Date the first day of any month after attaining age 55 and completing the vesting requirements in Article IV of the Plan.

### Section 3 Postponed Retirement Date

A Participant may elect as a Postponed Retirement Date the first day of any month past the Normal Retirement Date. Effective February 1, 1997, a Participant, other than a five percent owner, need not commence distributions until April 1 of the calendar year following the later of the year in which the Participant attains age 70½ or the year in which the Participant incurs a Severance from Employment. Participants who are 70½ but are not five percent owners may elect to receive their benefits while still working.

Unless the Participant elects otherwise, the payment of benefits shall begin no later than the 60<sup>th</sup> day after the close of the Plan Year in which the latest of the following occurs: (a) the Participant attains Normal Retirement Age or (b) the Participant reaches the tenth anniversary of participation in the plan, or (c) the Participant incurs a Severance from Employment.

### Section 4 Disability Retirement Date

- (a) A Participant who is totally and permanently disabled will be eligible for the vested benefits described in Article VII, Section 4 - Disability Retirement Income.
- (b) Total and permanent disability shall be considered established upon receipt of permanent disability benefits by the Social Security Administration.
- (c) If an application for a Disability Retirement and proof of entitlement to disability benefits from the Social Security Administration are submitted to the Trustees within 60 days after the notice of the Social Security Administration was issued, such application shall be considered timely and payment of the Disability Retirement shall commence as of the seventh month following the date of disability as determined by the Social Security Administration. If such application and notice of entitlement to Social Security disability benefits are not timely submitted, benefits shall commence as of the first of the month coinciding with, or immediately following their receipt by the Trustees.
- (d) The provisions of this section shall not apply to a Participant whose date of disability as determined by the Social Security Administration occurred more than three years after the end of the Plan Year in which the Participant last incurred a Break in Service (or would have incurred a Break in Service if he/she were not vested). The provisions of this section shall also not apply to a Participant whose disability resulted from the commission of a felony or intention to inflict self-injury. However, entitlement to Early, Normal or Postponed Retirement benefits shall not be affected by such divestiture.

- (e) The Board may, at any time or from time-to-time, require evidence of continued entitlement to Social Security disability benefits as a prerequisite to the continuance of Disability Retirement Income benefits.

### **Section 5 Re-Employment After Retirement - Suspension of Benefits**

If a Participant retires under this Plan, and is later re-employed with a contributing Employer or is later re-employed in an office or clerical position with a non-contributing employer, he/she shall not be entitled to retirement income payments for any calendar month in which 40 or more hours are completed with such contributing Employer or non-contributing employer in the geographic area covered by the Plan.

Before a Participant's retirement income payments are suspended, the Plan's administrator shall first give notice to the Participant by first class mail in the first month in which the Plan withholds the payment, that retirement income is being suspended and the reason for the suspension. Such notification shall contain a description of the specific reasons why benefit payments are being suspended, a description of the Plan provision relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable U.S. Department of Labor regulations may be found in Section 2530.203-3 of the Code of Federal Regulations. In addition, the notice shall inform the Participant of the Plan's procedures for affording a review of the suspension of benefits. A written request for such review must be filed within 180 days of the notice of suspension given to the Participant by the Plan.

When retirement income payments are resumed, any retirement income which was paid when the Participant was not entitled to receive them may be recovered as follows:

When the Participant re-retires, the Plan may defer the initial retirement payment until the first day of the third calendar month following re-retirement and may withhold from the initial payment a maximum of 3 months retirement payments, and thereafter may withhold up to 25% of future retirement income, until the full amount of any overpayments are recovered. Retirement payments due on retirement shall be increased to reflect any additional service credits and benefits earned during re-employment.

### **Section 6 Benefit Commencement Date**

Retirement income shall be payable effective as of the Benefit Commencement Date. A Participant may select his/her Benefit Commencement Date as the first day of the first calendar month beginning after the Participant has fulfilled all of the conditions for entitlement to benefits and incurs a Severance from Covered Employment. Notwithstanding the preceding, Participants who are 70 ½ shall be treated in accordance with Section 3.

If the Participant elects a Benefit Commencement Date which is prior to the date of issuance of the written explanation prescribed in Article VIII, Section 1, the Participant will receive:

- (a) a monthly benefit equal to his/her retirement income calculated as of the Benefit Commencement Date, and
- (b) a one-time cash payment equal to the total of the amounts payable for the months in which the Benefit Commencement Date precedes the date of the first payment, adjusted with 7% interest annually.

Notwithstanding the above, a Participant may not receive any distribution of his/her retirement income until at least 7 days after he/she has received the written explanation prescribed in Article VIII, Section 1, and only if the Participant affirmatively elects, with spousal consent if required, to have the distribution commence after the end of the 7 day period.

Except as otherwise required by law or by the terms of the Plan, whenever distribution of benefits is delayed for more than a reasonable period for administrative processing, the delayed payments will be paid in a lump sum that includes an appropriate adjustment for interest from the date the missed payments would have been made to the date of the actual make-up payment. For this purpose, the

interest rate shall be 7% for accruals earned prior to February 1, 2015 and shall be based on the 1-year Treasury rate in effect for the month preceding the Plan Year for which payments are due for accruals earned on and after February 1, 2015.

## ARTICLE VII - RETIREMENT INCOME

### Section 1 Normal Retirement Income

Each eligible Participant will receive a total monthly benefit on his/her Normal Retirement Date from the sources below:

- (a) A monthly Past Service Benefit as defined in Article I, Section 13.3.
- (b) A monthly benefit that is Actuarially Equivalent to the Account Balance as defined in Article I, Section 13.1.
- (c) A monthly benefit that is Actuarially Equivalent to the Voluntary Account Balance, as defined in Article I, Section 13.2.
- (d) A monthly benefit equal to 3.8% of Employer contributions made on a Participant's behalf from February 1, 1974 through January 31, 1998, 3.5% for contributions from February 1, 1998 through January 31, 2000, 2.1% for contributions from February 1, 2000 through January 31, 2003, 2.2% for contributions from February 1, 2003 through January 31, 2008, 1.2% for contributions from February 1, 2008 through July 31, 2009, 0.6% for contributions from August 1, 2009 through January 31, 2013, and 1.2% for contributions from February 1, 2013 on.

For purposes of this section, an Employer contribution is deemed to be made if an eligible Participant works at least one hour during the Plan Year in Covered Employment or Contiguous Non-Covered Employment notwithstanding the Break-in-Service provisions in Article V.

### Section 2 Early Retirement Income

If all or part of a Participant's retirement income is payable as an Early Retirement benefit, that portion shall be equal to his/her Normal Retirement Income for service to the Early Retirement Date in accordance with the following:

- (a) Benefits accrued prior to February 1, 2004

Benefits from Sections 1.(a) and 1.(d) are reduced by one quarter of 1% for each month the Participant's age at the time of retirement precedes Normal Retirement Age. Pursuant to Article I, Section 17, the Participant's Normal Retirement Age for benefits earned prior to February 1, 2004 is the later of age 62 or the fifth anniversary of participation.

- (b) Benefits accrued on or after February 1, 2004 and prior to August 1, 2009

Benefits from Sections 1.(a) and 1.(d) are reduced by one half of 1% for each month the Participant's age at the time of retirement precedes Normal Retirement Age. Pursuant to Article I, Section 17, the Participant's Normal Retirement Age for benefits earned on or after February 1, 2004 is the later of age 65 or the fifth anniversary of participation.

- (c) Benefits accrued on or after August 1, 2009 and prior to February 1, 2015

Benefits from Sections 1.(a) and 1.(d) are reduced on an Actuarial Equivalent basis from Normal Retirement Age using the plan's Actuarial Equivalent factors as defined in Article 1, Section 12(b)(1).

(d) Benefits accrued on or after February 1, 2015

Benefits from Sections 1.(a) and 1.(d) are reduced on an Actuarial Equivalent basis from Normal Retirement Age using the plan's Actuarial Equivalent factors as defined in Article 1, Section 12(b)(2)(ii).

Benefits in (a), (b), (c) and (d) above payable from Sections 1.(a) and 1.(d) are subject to the vesting requirements described in Article IV.

**Section 3 Postponed Retirement Income**

If all or part of a Participant's retirement income is payable commencing after his/her Normal Retirement Date, that portion shall be equal to the sum of: (1) his/her Normal Retirement Income for service to the Normal Retirement Date, with benefits from Section 1.(a) and (d) increased by one-half of 1% for each month the Participant's age at the time of retirement exceeds Normal Retirement Age, plus (2) Retirement Income for service after the Normal Retirement Date increased one-half of 1% for each month the Postponed Retirement Date exceeds the Plan Year in which the Retirement income was earned.

**Section 4 Disability Retirement Income**

A Participant who is totally and permanently disabled as defined in Article VI, Section 4 shall be entitled to an ancillary disability benefit commencing on his/her Disability Retirement Date which is 50% of his/her Normal Retirement Income payable in the form of a single life annuity at the time of disability, until age 55.

Upon attainment of age 55, the ancillary disability benefit will cease and the Participant would make an election under the provisions of Early Retirement without any offset for ancillary disability benefits received and elect any Form of Payment described under Article VIII. The Qualified 50% Joint and Survivor Annuity would be the normal form of benefit payable, if married. The provisions of Article VIII, Section 5 would apply to a married Participant who elects to opt out of the normal form of benefit.

Should a married Participant receiving an ancillary disability benefit die before attaining age 55, the death benefit as described under Article IX Section I would be payable.

## ARTICLE VIII - FORMS OF PAYMENT

### Section 1 Normal Forms of Benefit

Unless an optional form of benefit is selected (see Section 2) pursuant to a qualified election described in Section 5 hereof within the 180 day period ending on the day the Participant is to receive his/her first retirement payment, a married Participant's retirement income will be paid in the form of a Qualified 50% Joint and Survivor Annuity and an unmarried Participant's retirement income will be paid in the form of a single life annuity.

Under a Qualified 50% Joint and Survivor Annuity, the Participant shall receive a monthly benefit for his/her lifetime. The Surviving Spouse shall receive (provided that the marriage had been in effect for at least 1 year) a monthly benefit equal to 50% of the amount the Participant was receiving beginning on the first day of the month following the Participant's death and ending with the payment due on the first day of the month in which the Spouse's death occurs. If the Participant survives his/her Spouse, no payments are due after the Participant's death.

In the case of a Qualified 50% Joint and Survivor Annuity, the Plan Administrator shall provide each Participant within a reasonable period prior to the commencement of benefits, a written explanation of: (1) the terms and conditions of a Qualified 50% Joint and Survivor Annuity; (2) the Participant's right to make and the effect of an election to waive the Qualified 50% Joint and Survivor Annuity form of benefit; (3) the rights of a Participant's Spouse; and (4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

### Section 2 Optional Forms of Benefit

In lieu of the normal forms of benefit, a Participant may elect one of the following options:

- (a) **Contingent Annuitant Option.** This option provides a benefit that is Actuarially Equivalent to the single life annuity which is payable to a Participant for life and for the continuance of such payments for life to a surviving designated contingent annuitant, if living, after the Participant's death. The amount payable to the contingent annuitant may be the same as, three-fourths, two-thirds, or half as large as payments before the Participant's death.

If the contingent annuitant dies before the Participant's retirement date, benefits will automatically become payable under the provisions of Article VII, Sections 1 and 2. If the contingent annuitant predeceases the Participant, no further payments are due after the Participant's death.

No Participant may elect to defer receipt of benefits to the extent of creating a Beneficiary's death benefit of more than 50% of the Actuarial Equivalent value of the Participant's benefit unless the Beneficiary is the Participant's Spouse.

- (b) **Social Security Adjustment Option.** A Participant retiring before Federal Old Age Benefits (Social Security) are payable, may elect to receive income that is Actuarially Equivalent, as defined in Article 1, Section 12(a)(1), to the single life annuity which will provide insofar as practical, a constant total retirement income inclusive of the estimated Federal Old Age Benefit, both before and after it is scheduled to commence. A Participant may elect a scheduled commencement age for Social Security under this payment form at age 62 or the Participant's Social Security Normal Retirement Age.

- (c) **Pension Certain Option.** This option provides a reduced benefit to the Participant for life which is Actuarially Equivalent to the single life annuity. However, if the Participant's death occurs within the certain period, payment in the same amount will continue to the Beneficiary(ies) for the balance of the certain period. A Participant may elect a Period Certain of 5 years, 10 years, 15 years or 20 years, but in no event shall such period exceed the life expectancy of the Participant. If the Participant names multiple Beneficiaries, they will share equally in the benefit unless otherwise specified on the designation of beneficiary form.
- (d) **Lump Sum.** This option provides a Participant with a lump sum payment which is Actuarially Equivalent, as defined in Article I Section 12(a)(1), to the vested portion of his/her single life annuity. The lump sum payment is comprised of the following at the Participant's Retirement Date:
- (1) The Account Balance as of February 1, 1974 with interest,
  - (2) The Voluntary Account Balance with interest,
  - (3) The Past Service Benefit as described in Article VII, Section 1(a) divided by a benefit percentage factor (currently 2.205%), and
  - (4) The total contributions made by a contributing Employer on the Participant's behalf on or after February 1, 1974 and before February 1, 1995.

If the Actuarial Equivalent value, as defined in Article I Section 12(a)(1), of the benefits described in Article VII, Sections 1.(a) and 1.(d) are greater than the amounts in (3) plus (4) above, the difference will be paid in the form of an Actuarially Equivalent monthly benefit. However, if the resulting monthly benefit payable as a single life annuity is less than \$100, the Participant shall be entitled to elect to receive the full Actuarial Equivalent value, as defined in Article I Section 12(a)(1), of the benefits described above in one lump sum payment.

The Benefit Commencement Date for any residual monthly annuity will be the same as for the lump sum.

### **Section 3 Change in Election**

Once a choice as to a form of retirement income or retirement date is made and accepted, it cannot be rescinded by the Participant without the written consent of the Board of Trustees, which consent may be subject to satisfactory evidence of the Participant's or the Contingent Annuitant's good health.

### **Section 4 Cash Withdrawal**

A Participant may elect, with spousal consent as described in Section 5 hereof, to voluntarily withdraw from the Plan and elect a Cash Withdrawal (in lieu of the Qualified 50% Joint and Survivor Annuity) if the Participant has incurred a Severance from Covered Employment, has not reached age 55 and by either:

- (a) not working for any Employer for 6 consecutive months and cease working in both the trade and classifications in the Unions' geographical jurisdiction, or by
- (b) leaving the Unions' geographical jurisdiction for 6 consecutive months.

The Cash Withdrawal would allow the Participant to receive the following in lieu of retirement income:

- (a) his/her Account Balance as described in Article 1, Section 13.1 plus
- (b) his/her Voluntary Account Balance as described in Article 1, Section 13.2, plus

- (c) the Actuarial Equivalent value, as defined in Article I Section 12(a)(1), of his/her Past Service Benefit as described in Article 1, Section 13.3, and
- (d) The greater of:
  - (1) the vested portion of Employer contributions made on his/her behalf on or after February 1, 1974 and before February 1, 1995, or
  - (2) the Actuarial Equivalent value, as defined in Article I Section 12(a)(1), of Early Retirement Income derived from Employer contributions made on his/her behalf on or after February 1, 1974 and before February 1, 1995.

Benefits derived from Employer contributions on or after February 1, 1995 will be paid in the form of monthly retirement income only and may commence at any retirement date specified in Article VI.

If a Participant returns to Covered Employment after receiving a Cash Withdrawal, benefits that are Actuarially Equivalent, as defined in Article I Section 12(a)(1), to the Cash Withdrawal can be reinstated provided that the Cash Withdrawal is repaid to the Plan with interest at 5% per annum. Repayment periods start from the date of receipt of the Cash Withdrawal.

Participants have until the end of the fifth consecutive one-year Break-in-service in which to repay. It is permissible to retain any portion of the Cash Withdrawal that consisted of voluntary contributions or the Account Balance and to repay only the remainder. Benefits reinstated will only relate to the amount repaid.

#### **Section 5 Qualified Election/Spousal Consent Requirements**

Qualified election means a waiver of a Qualified 50% Joint and Survivor Annuity. The waiver must be in writing and must be consented to by the Participant's Spouse within 180 days of the day the Participant is to receive his/her first retirement income payment. The Spouse's consent to a waiver must be witnessed by a Plan representative or a Notary Public and must be limited to a benefit for a specific alternate Beneficiary and specific form of benefit. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of a Plan representative that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a qualified election. Any consent necessary under this provision will not be valid with respect to any other Spouse. Additionally, a revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of retirement income. The number of revocations shall not be limited. Any new waiver or change of Beneficiary will require a new spousal consent.

A qualified election shall not be necessary if the Participant elects the 75% Contingent Annuitant Option which is a qualified optional survivor annuity under Code Section 417(g) and ERISA Section 205(d) in lieu of the Qualified 50% Joint and Survivor Annuity provided the spouse is designated as the contingent annuitant.

#### **Section 6 Relative Value Notice**

The Plan Administrator will notify the participant when a benefit under the plan is requested. Such notification shall include a general description of the material features, and an explanation of the relative values of the optional forms of benefit available under the plan in a manner that would satisfy the notice requirements of Section 417(a)(3) of the Internal Revenue Code and Section 1.417(a)(3)-1 of the Federal Tax Regulations with respect to a Qualified 50% Joint & Survivor Annuity described in Section 1 of this Article or a Qualified Preretirement Survivor Annuity described in Article IX.

## ARTICLE IX - DEATH BENEFITS

### Section 1 Married Participants

If the death of a married Participant occurs after the Participant becomes vested, but prior to actual retirement, the Participant's Surviving Spouse will be entitled to receive the Survivor's part of a 50% Joint and Survivor benefit (known as the Qualified Preretirement Survivor Annuity) calculated and payable on the later of: (1) the first of the month coinciding with or following the date of the Participant's death or (2) the first of the month coinciding with or following the date on which the Participant would have attained age 55.

A Participant who dies while engaged in Qualified Military Service shall be eligible to receive the death benefit so described in this Section. The Participant's Normal Retirement Income shall be calculated as if the Participant resumed employment on the day before death.

### Section 2 Unmarried Participants

If the death of a Participant without a Surviving Spouse occurs prior to retirement, the Participant's Beneficiary shall receive the balance, if any of: (1) the Participant's Account Balances determined as of February 1, 1974 plus any Voluntary Contributions made thereafter, with accumulated interest to the date of death, plus 50% of the total vested Employer contributions made after February 1, 1974, less (2) the total of Disability Retirement Income paid to the Participant. A Surviving Spouse may elect this death benefit in lieu of the Qualified Preretirement Survivor Annuity described in Section 1.

### Section 3 Post Retirement

Death benefits to Beneficiaries of Participants who die after retirement are payable according to the description of benefits payable under the normal and optional forms of benefit as described in Article VIII.

### Section 4 Pre Retirement

- (a) If the Participant dies after distribution of his or her interest has commenced, the remaining portion of his or her interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.
- (b) If the Participant dies before distribution of his or her interest commences, the Participant's entire interest will be distributed no later than 5 years after the Participant's death except to the extent that an election is made to receive distributions in accordance with (1) or (2) below:
  - (1) if any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the designated Beneficiary commencing no later than 1 year after the Participant's death;
  - (2) if the designated Beneficiary is the Participant's Surviving Spouse, the date distributions required to begin in accordance with (1) above shall not be earlier than the date on which the Participant would have attained age 70½ and if the Spouse dies before payments begin, subsequent distributions shall be made as if the Spouse had been the Participant.

- (c) For purposes of (b) above, payments will be calculated by use of the return multiples specified in Section 1.72-9 of the Internal Revenue Service regulations. Life expectancy of a Surviving Spouse may be recalculated annually. In the case of any other designated Beneficiary, life expectancy will be calculated at the time payment first commences and payments for any 12-consecutive month period will be based on such life expectancy minus the number of whole years passed since distribution first commenced.
- (d) For purposes of this Section 4, any amount paid to a child of the Participant will be treated as if it had been made to the Surviving Spouse if the amount becomes payable to the Surviving Spouse when the child reaches the age of majority.

## **ARTICLE X - VOLUNTARY CONTRIBUTIONS**

### **Section 1 Permitted Contributions**

Each Participant may make regular monthly payments from salary to the Trust Fund in even amounts but not to exceed 10% of the total Compensation paid by the Employer. Such contributions with accumulated interest will comprise the Employee's Voluntary Account Balance. The Voluntary Account Balance will be determined on February 1, 1974 under the terms of the prior Plan. After February 1, 1974, the Voluntary Account Balance will be credited with accumulated interest. Voluntary contributions and the interest accrued are at all times 100% vested and non-forfeitable.

This Section I shall cease to be effective and no employee voluntary contributions will be accepted for any pay periods beginning after February 28, 2014.

### **Section 2 Distribution**

Upon Severance from Employment, retirement or disability, a Participant (or Beneficiary, in the event of death) may receive the accumulated Voluntary Account Balance with interest in a lump sum payment or, at retirement, in the form of a monthly annuity payable in the same form as the pension benefit such Participant is entitled to.

### **Section 3 In Service Withdrawal**

Upon written request to the Administrative Office by a Participant who has not commenced receiving retirement income under the Retirement Plan, the Trustees shall permit withdrawals of the contributions made voluntarily by the Employee to the Plan, but effective January 1, 2005 the number of such withdrawals is limited to three per calendar year. Such withdrawals shall not otherwise affect the Participant's participation under the Plan as to remaining vested rights or the benefits specified in the Retirement Plan.

### **Section 4 Distribution Basis**

Any request by a Participant to receive a distribution of his voluntary contributions will be processed without regard to his Employer contributions received prior to February 1, 1995. If a Participant wishes to also receive a distribution of his Employer contributions prior to February 1, 1995, the calculation will be determined in accordance with Article VIII.

### **Section 5 Maximum Contribution**

A Participants' voluntary contributions shall not exceed the annual addition limitations imposed by Section 415 of the Internal Revenue Code, which is incorporated herein by reference as though it were set out as part of this Plan. To the extent any voluntary contributions would otherwise exceed such limitation, the excess shall be returned to the Participant as soon as administratively possible.

If the Employer has more than one plan to which the annual addition limitations of Section 415 must apply, Participants' voluntary contributions under this Plan will be reduced without employer discretion to prevent violation of said Section.

## **ARTICLE XI - RIGHT TO CHANGE OR DISCONTINUE**

### **Section 1 Plan Changes**

It is intended that the Plan will continue indefinitely, but the Trustees reserve the right to change, modify, amend, or discontinue the Plan at any time. In the event of the termination or partial termination of this Plan, all affected Participants' interests shall be nonforfeitable to the extent funded.

### **Section 2 Plan Discontinuation**

If the Plan is terminated by action of the Trustees, all assets of the Plan, remaining after all expenses incurred in terminating or administering the Plan have been paid, will be used for the benefits of Participants, retired Participants, or their contingent Annuitants and Beneficiaries.

## **ARTICLE XII - TERMINATION OF PLAN**

### **Section 1 Plan Termination**

In the event of complete discontinuance of contributions to the Plan or termination or partial termination of the Plan, the rights of each Participant to benefits accrued to the date of such termination or discontinuance to the extent funded are non-forfeitable. In the event of complete discontinuance of contributions to the Plan or the termination or partial termination of the Plan, the assets then held by the Trustees with respect to this Plan will be allocated to Participants and Beneficiaries in accordance with ERISA.

### **Section 2 Restrictions**

The restricted amount provisions of Section 401(a)(4) of the Internal Revenue Code shall, if applicable, supersede the provisions of Section 1 of this Article XII.

## **ARTICLE XIII - INALIENABILITY**

### **Section 1      Inalienability**

No Participant or any other person having or claiming to have interest of any kind or character in or under this Plan or in the Trust Fund or any part thereof or payment therefrom will have any right to sell, assign, transfer, convey, hypothecate, anticipate, or otherwise dispose of such interest, and such interest will not be subject to any liabilities or obligations of, or any bankruptcy proceeding, claims or creditors, attachment, garnishment, execution, levy, or other legal process against such person or their property, unless so ordered by a Qualified Domestic Relations Order.

## **ARTICLE XIV - FACILITY OF PAYMENT**

### **Section 1 Facility of Payment**

If any Participant eligible to receive payments under the Plan is, in the opinion of the Trustees, legally, physically, or mentally incapable of personally receiving and receipting for any payments under this Plan, the Trustees may direct payments to such other person, persons, or institution, who in the opinion of the Trustees, are then maintaining or have custody of such payee, until claim is made by a duly appointed guardian or other legal representative of such payee. Such payments will constitute full discharge of the liability of the Plan to the extent thereof.

## **ARTICLE XV - MISCELLANEOUS PROVISIONS**

### **Section 1      Extending Benefits to New Groups**

The Pension Trustees may extend the benefits of this Plan to other Employer groups. Such admissions, however, shall be allowed only after actuarial computations have been made and the Pension Trustees are satisfied that the admission of a new group shall not affect the soundness of the Plan with respect to the existing Participants in the Plan. Before the admission of any new group, however, the Pension Trustees shall specify in writing the Effective Date on which such group will become covered under this Plan, and enumerate all conditions that are different from those set forth in this Plan as then in effect.

The Plan shall be construed, regulated, and administered under the applicable provisions of the Employee Retirement Income Security Act as amended, and the laws of the State of California and of the United States.

### **Section 2      Minimum Funding Account**

The Trustees shall maintain a Minimum Funding Account in accordance with the provisions of the Employee Retirement Income Security Act of 1974 as amended.

### **Section 3      Claims Appeal Procedure for Retirements other than Disability Retirements**

When a claim or application of a Plan Participant, Employee or Beneficiary (hereafter sometimes referred to as "Claimant") is wholly or partially denied, they are ruled ineligible for benefits, or any other decision affects such individual's eligibility for, qualifications for, amount of, or duration of such benefits the following procedure shall be followed:

#### **(a)      Notice of Denial or Ineligibility**

The Trustees shall provide the Claimant with written notice of denial or ineligibility within 90 days, unless there is a valid reason necessitating an extension. The notice shall set forth the following in a manner calculated to be understood by the Claimant:

- (1)      The specific reason or reasons for the denial or decision;
- (2)      Specific reference to pertinent Plan provisions or documents on which the denial or decision is based;
- (3)      A description of any additional material or information necessary for the Claimant to perfect the claim or his eligibility and an explanation of why such material or information is necessary; and
- (4)      An explanation of the procedure described below, which is available for a review or hearing in the matter.

(b) **Appeals**

(1) **Application for Review**

When such a claim is denied, in whole or in part, or the Claimant believes he is adversely affected by any such decision, action or determination, the Claimant or his duly authorized representative (hereinafter sometimes referred to as the "Applicant") may file an application for review of such claim for benefits, or such decision, action or determination to the Board of Trustees as follows:

- a. The application shall be in writing and submitted through the Administrative Office, Office and Professional Employees Locals 30 and 537 Trust Funds.
- b. The application should be submitted within 60 days after receipt of the notice of denial, decision, action or determination. It may be rejected if it is filed after that 60 day period, unless it is filed within a period of time which is reasonable under the circumstances.
- c. The Applicant may review pertinent documents;
- d. The application must contain an outline of the matter, problem, question or controversy for which review is sought; and
- e. The Applicant may submit any issues and comments in said application.

(2) **Review by the Board of Trustees**

Upon receipt of the application for appeal, the Board of Trustees shall make a full and fair review by way of a hearing. The Claimant and/or any duly authorized representative shall receive at least two weeks' notice of the time and place of the hearing, unless the Applicant agrees in writing to a shorter notice. The Claimant and/or his duly authorized representative may appear at such hearings and shall be entitled to present the Claimant's position and any evidence in support thereof.

(3) **Decision on Appeal**

- a. **Time Limits.** The Board of Trustees will render a decision on appeal at the meeting immediately following the filing of the appeal, unless the appeal is filed within 30 days of the meeting, in which case the decision may be made at the second meeting following the appeal.
- b. If special circumstances (such as the need for a hearing) require further extension, the decision will be made no later than the third meeting following the filing of the appeal. In such cases, the Plan will notify the Claimant in writing of the extension, describing the special circumstances and the date the determination will be made, before the extension begins.
- c. The Plan will notify the claimant of the decision as soon as possible, but no later than 5 days after the decision is made. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

The decision on the appeal by the majority of the Board of Trustees shall be in writing and shall include specific reasons and references to pertinent Plan provisions or documents on which the decision is based. The written decision shall be expeditiously given and written in a manner calculated to be understood by the Applicant. A copy of said written decision shall be expeditiously forwarded to the Claimant and/or any duly authorized representative. The decision of the Trustees shall be final and binding upon the Claimant and all other persons dealing with the Trust Fund or claiming benefits thereunder.

The Administrative Office shall maintain a permanent record of all such hearings, appeals and decisions.

This procedure shall be the sole and exclusive internal administrative procedure available to a Participant, Employee or Beneficiary who is dissatisfied with an eligibility or qualification determination, a benefit award, or who is otherwise adversely affected by an action or determination of the Trustees or the Administrative Office of the Trust Fund, and shall be followed and exhausted before resorting to any court proceeding against the Trust Fund or the Trustees based on such matter.

### **Section 3A Special Claims Appeal Procedure for Disability Retirements**

When a claim or application for a Disability Retirement of a Plan Participant, or Employee (hereafter sometimes referred to as "Claimant") is wholly or partially denied, they are ruled ineligible for benefits, or any other decision affects such individual's eligibility for, qualifications for, amount of, or duration of such benefits the following procedure shall be followed:

#### **(a) Notice of Denial or Ineligibility**

The Trustees shall provide the Claimant with written notice of denial or ineligibility within a reasonable period of time but no later than 45 days after the claim is received. The time period may be extended for up to two additional 30-day periods, but only due to matters beyond the Plan's control. If the Plan needs a 30-day extension, it will notify the claimant, within 45 days of receiving the claim, of the following:

- (1) the reason for the delay,
- (2) the expected date of decision,
- (3) the basis on which the decision will be made,
- (4) any unresolved issues preventing a decision now, and
- (5) any additional information the Plan needs to make the decision.

The claimant will then have up to 45 days to provide the specified information. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

The notice shall be set forth in a manner calculated to be understood by the Claimant:

- (1) The specific reason or reasons for the denial or decision;
- (2) Specific reference to pertinent Plan provisions or documents on which the denial or decision is based;

- (3) If the Plan's decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
- (4) A description of any additional material or information necessary for the Claimant to perfect the claim or his eligibility and an explanation of why such material or information is necessary;
- (5) An explanation of the procedure described below, which is available for a review or hearing in the matter;
- (6) A statement of the Claimant's right to bring civil action under ERISA §502(a), if the appeal is unsuccessful.

(b) **Appeals**

(1) **Application for Review**

When such a claim for Disability Retirement benefits is denied, in whole or in part, or the Claimant believes he is adversely affected by any such decision, action or determination, the Claimant or his duly authorized representative (hereinafter sometimes referred to as the "Applicant") may file an application for review of such claim for benefits, or such decision, action or determination to the Board of Trustees as follows:

- a. The application shall be in writing and submitted through the Administrative Office, Office and Professional Employees Locals 30 and 537 Trust Funds.
- b. The application should be submitted within 180 days after receipt of the notice of denial, decision, action or determination. It may be rejected if it is filed after that 180 day period, unless it is filed within a period of time which is reasonable under the circumstances.
- c. The Applicant may review pertinent documents;
- d. The application must contain an outline of the matter, problem, question or controversy for which review is sought; and
- e. The Applicant may submit any issues and comments in said application.

(2) **Review by the Board of Trustees**

Upon receipt of the application for appeal, the Board of Trustees shall make a full and fair review by way of a hearing. In deciding the appeal, the Board of Trustees will take into account everything that the claimant submitted, even material that was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial determination. Neither a person who made the initial determination nor such a person's subordinate will take part in the decision on appeal. The Claimant and/or his duly authorized representative may appear at such hearings and shall be entitled to present the Claimant's position and any evidence in support thereof.

In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The Board of Trustees will identify to the claimant any medical or vocational experts whose advice was obtained by the Plan in connection with the decision, whether or not the advice was relied upon in making the decision. The healthcare professional consulted on appeal will not be an individual who was consulted in connection with the initial benefit denial, or such a person's subordinate.

**(3) Decision on Appeal**

- a. Time Limits. The Board of Trustees will render a decision on appeal at the meeting immediately following the filing of the appeal, unless the appeal is filed within 30 days of the meeting, in which case the decision may be made at the second meeting following the appeal.
- b. If special circumstances (such as the need for a hearing) require further extension, the decision will be made no later than the third meeting following the filing of the appeal. In such cases, the Plan will notify the Claimant in writing of the extension, describing the special circumstances and the date the determination will be made, before the extension begins.
- c. The Plan will notify the claimant of the decision as soon as possible, but no later than 5 days after the decision is made. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.
- d. Contents of notice. The Plan will send the claimant written notice of the Board of Trustees' decision on the appeal. If the appeal has been denied, the notice will include the following information:
  - (1) the specific reason(s) for the denial;
  - (2) reference to the specific Plan provision(s) on which the denial is based;
  - (3) if the decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
  - (4) a statement that the claimant may view and receive copies of documents, records, or other information relevant to the claim, upon request and free of charge; and
  - (5) a description of any further appeal procedures, and the claimant's right to receive information about the procedures, and the claimant's right to bring a civil action under ERISA §502(a).
- e. The procedures specified in this section shall be the sole and exclusive procedures available to any such individual who is dissatisfied with an eligibility determination or benefit award, or who is adversely affected by any action of the Trustees, the Trust Fund Office or any other Plan fiduciary. The Board of Trustees shall have full discretionary authority to interpret Plan language and to decide all claims or disputes regarding right, type, amount or duration of benefits, or claim to any payment from this Trust. The decision of the Board of Trustees on any matter within its discretion shall be final and binding on all parties.

#### **Section 4      Merger or Consolidation**

In the event of any merger or consolidation, or transfer of assets or liabilities to, of this Plan to any other plan, each Participant shall receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer.

#### **Section 5      Maximum Permissible Benefit**

A Participant's retirement income provided by the Plan shall not exceed the limitations imposed by Section 415 of the Internal Revenue Code, which is incorporated herein by reference as though it were set out as part of this Plan. The maximum dollar limitation under Section 415(b)(1)(A) is adjusted annually as provided for under Section 415(d) of the Internal Revenue Code. In no case, shall any benefit exceeding Section 415 of the Internal Revenue Code be accrued, distributed, or otherwise payable in any form of payment at any time under the Plan.

No other multiemployer plan shall be aggregated with this Plan for purposes of applying the limits of Section 415 of the Internal Revenue Code.

#### **Section 6      Exclusive Benefit**

Prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Plan, no portion of the Trust may be diverted to purposes other than for the exclusive benefit of such Participants and Beneficiaries.

#### **Section 7      Involuntary Cash-Outs**

If a Participant or Beneficiary is entitled to receive a monthly benefit after a Severance from Employment (which includes conversion from the Voluntary Account Balance, if any) in which the Actuarial Equivalent value of such benefit is less than \$1,000 (including the value of any benefits previously distributed), the Plan will convert the monthly benefit to an Actuarial Equivalent lump sum and completely cash-out the Participant or Beneficiary.

Any lump sum payment made to a non-spouse Beneficiary may be rolled over to an Individual Retirement Account (IRA) at the discretion of the designated Beneficiary.

#### **Section 8      Amendments**

No amendment to the Plan shall decrease the accrued benefit of a Participant or eliminate an optional form of benefit. Notwithstanding the preceding sentence, the accrued benefit of a Participant may be reduced to the extent permitted under Section 412(c)(8) of the Internal Revenue Code. Furthermore, no amendment to the Plan shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or the date it becomes effective.

## **Section 9      Mandatory Withholding**

The Plan shall withhold from any payment subject to mandatory withholding as required by the Internal Revenue Code, as amended, unless the Participant or Beneficiary elect to have any portion of an eligible rollover distribution paid directly to an Eligible Retirement Plan and has specified in writing the plan to which such distribution is to be paid. The plan administrator shall, within a reasonable period of time before making an eligible rollover distribution, provide a written explanation to the participant in accordance with Section 402(f) of the Internal Revenue Code.

- (a) “Eligible Rollover Distribution.” An eligible rollover distribution is any distribution of all or any portion of the Participant’s balance or Actuarially Equivalent retirement income in the Plan. However, an eligible distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) or the joint lives (or joint life expectancies) of the Participant or Beneficiary; or for a specified period of 10 years or more; or any distribution to the extent the minimum required distribution rules of Section 401(a)(9) apply.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Sections 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in Sections 401(a) or 403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (b) “Eligible Retirement Plan.” An Eligible Retirement Plan is a qualified trust described in Section 401(a) of the Internal Revenue Code, an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, a tax-sheltered annuity arrangement described in Section 403(b) of the Internal Revenue Code and an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code. An Eligible Retirement Plan is also a Roth IRA.

An eligible rollover as defined in Section 402(c)(4) of the Internal Revenue Code, may be rolled over by a Participant, Spouse or non-spouse Beneficiary to a Roth IRA or an amount distributed by the Plan may subsequently be contributed to a Roth IRA within 60 days. Such rollover shall not be subject to the additional tax under Section 72(t) of the Internal Revenue Code. Pursuant to Section 408A(d)(3)(A) of the Internal Revenue Code, there is included in gross income any amount that would be includible if the distribution were not rolled over. A Spouse or non-spouse Beneficiary may elect to either treat the Roth IRA as his or her own or to establish the Roth IRA in the name of the decedent with the survivor as the Beneficiary.

- (c) Individuals Who May Rollover Distributions. Individuals who may rollover distributions are (1) a Participant, (2) a Surviving Spouse, (3) a Spouse or former Spouse, who is the alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code, or (4) a non-spouse Beneficiary as permitted under Section 402(c)(11) of the Internal Revenue Code.
- (d) Direct Rollover. A direct rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Participant, the Participant’s spouse or former spouse.

## **Section 10 Internal Revenue Code Section 401(a)(9)**

All payment of benefits will be consistent with the provisions of Treasury Regulation Sections 1.401(a)(9)-1 through -9s.

Minimum required distributions under Treasury Regulation Sections 1.401(a)(9)-1 through -9s will be made by the Required Beginning Date, which is defined as the April 1<sup>st</sup> of the calendar year following the later of: (i) the calendar year in which the employee attains age 70 ½ or (ii) the calendar year in which the employee retires. A 5% owner as defined in Section 416(i)(1)(i) of the Internal Revenue Code must begin receiving a benefit by the date specified in (i) above without regard to (ii). Also, for all distributions under the plan, this section will meet the requirements of Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, including the incidental benefit requirements of Section 401(a)(9)(G) of the Internal Revenue Code. All distribution options provided under the plan shall be overridden to the extent such provisions are inconsistent with Treasury Regulation Sections 1.401(a)(9)-1 through -9s. To the extent Internal Revenue Code Section 401(a)(9) and Treasury Regulation Sections 1.401(a)(9)-1 through -9s are amended, revised or updated by way of prescribed changes issued by the Commissioner in revenue rulings, notices, and other guidance published in the Internal Revenue Bulletin, the plan will comply with such changes.

Plan distributions commencing after an employee's death will be required to be made in accordance with Treasury Regulation Sections 1.401(a)(9)-1 through -9s.

A non-5% owner participant may elect to commence receiving benefits immediately upon or subsequent to attainment of Age 70 ½ while continuing to work in Covered Employment or Contiguous Non-Covered Employment.

## **Section 11 Top-Heavy Provisions**

- (a) Application of this Section is to "Non-Collectively Bargained Employees" Only: Effective February 1, 1989, the continued participation in the Plan of Employees who are not covered by a collective bargaining agreement or who are not "bargaining Unit alumni" as defined by the Treasury Regulations (Employees hereinafter referred to as "non-collectively bargained employees") is subject to the supplemental conditions and limitations established in this Section.
- (b) Top-Heavy Plan Requirements: For any top-heavy Plan Year, the Plan shall provide the special vesting requirements of Section 416(b)(1)(B) of the Internal Revenue Code and the special minimum benefit requirements of Section 416(c)(1) of the Internal Revenue Code.
- (c) Determination of Top-Heavy Status: This Plan shall be a top-heavy plan for any Plan Year commencing after December 31, 1988 in which, as of the Determination Date, the Actuarial Equivalent value of the retirement income of Key Employees exceeds 60% of the Actuarial Equivalent value of the retirement income of all Key and Non-Key Employees under this Plan. The retirement income and Account Balances of any individual who has not performed services for the Employer during the 1-year period ending on the Determination Date shall not be taken into account.
- (d) "Determination Date" means the last day of the preceding Plan Year.
- (e) The Actuarial Equivalent value of any retirement income plus the Account Balance of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Internal Revenue Code during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Internal Revenue Code. In the case of a distribution made for a reason other than Severance from Employment, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

- (f) “Key Employee” means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual Compensation greater than \$130,000 (as adjusted under 416(i)(1) of the Internal Revenue Code for Plan Years beginning after December 31, 2002), a 5% owner of the Employer, or a 1% owner of the Employer having annual Compensation of more than \$150,000. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the applicable regulations and other guidance of general applicability issued thereunder.
- (g) “Non-Key Employee” is an Employee who does not fit the definition of Key Employee.
- (h) Minimum Benefit Requirement for Top-Heavy Plan:
- (1) The minimum retirement income derived from Employer contributions to be provided under this Section for each Non-Key Employee who is a Participant during a top-heavy Plan Year shall equal the product of: (1) one-twelfth (1/12th) of Compensation averaged over the five (5) consecutive limitation years or actual number of limitation years, if less, which produce the highest average; and (2) the lesser of: (i) two percent (2%) multiplied by years of Service Credit, or (ii) twenty percent (20%), expressed as a single life annuity.
  - (2) For purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Internal Code and the Plan in determining years of Service Credit with the Employer, years of Service Credit for any Plan Year beginning before February 1, 1989, or for any Plan Year during which the plan benefits (within the meaning of Section 410(b) of the Internal Revenue Code) no Key Employee or former Key Employee shall be disregarded.
  - (3) For purposes of this Section, “ Compensation” for any limitation year ending in a Plan Year which began prior to February 1, 1989, subsequent to the last limitation year during which the Plan is a top-heavy plan, or in which the Participant failed to complete a year of service, shall be disregarded.
- (i) Minimum Vesting Requirements: For any Plan Year in which this Plan is top-heavy, the following vesting schedule will automatically apply to the Plan:

<u>Years of Credited Service</u>	<u>Vested Percentage</u>
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years or More	100%

This minimum vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Internal Revenue Code except those attributable to Employer contributions, including benefits accrued before the effective date of Section 416 of the Internal Revenue Code and benefits accrued before the Plan became top-heavy. Further, no increase in a Participant’s nonforfeitable percentage may occur in the event the Plan status as top-heavy changes for any Plan Year. However, this Section does not apply to the account balances of any Employee who does not have an hour of service after the Plan has initially become top-heavy. Such Employee’s account balance attributable to Employer contributions and forfeitures will be determined without regard to this Section.

## **Section 12 Rollovers from Qualified Plans**

A Participant may rollover all or part of his interest in another qualified Eligible Retirement Plan to this Plan provided all of the following requirements are met:

- (a) The Trustees have approved the rollover. Such rollover shall be allocated to and become a part of the Participant's Account Balance.
- (b) Some or all of the amount distributed from another qualified Eligible Retirement Plan is rolled over to this Plan no later than the sixtieth day after that last distribution was made from the other qualified Eligible Retirement Plan, and the day the Trustees have approved the rollover.
- (c) The amount rolled over to this Plan does not include any amounts contributed by the Participant to the other qualified Eligible Retirement Plan.
- (d) The rollover is made in cash or cash equivalents.
- (e) The Participant certifies that the distribution is eligible for a rollover.
- (f) Amounts which the Trustees accept as a rollover to this Plan shall, along with any earnings allocated to them, be fully vested at all times.

The rollover must be made in accordance with the rules provided in (a) through (f) above. Eligible Rollover Distribution and Eligible Retirement Plan for the purposes of this Section are defined in Section 9 of this Article XV.

## **Section 13 Information and Proof**

It shall be the sole responsibility of every Participant to furnish to the Administrative Office and the Board of Trustees any information or proof requested by them and reasonably required to administer the Plan. Failure on the part of any Participant to comply with such request promptly, completely and in good faith shall be sufficient grounds for denying, modifying, suspending or discontinuing benefits to such person, subject to the requirements of the Code with respect to nonforfeitability. If a Participant or other claimant to benefits hereunder makes a false statement material to his claim for benefits, the Board of Trustees shall recoup, offset or recover the amount of any payments in excess of the amount to which such Participant or other claimant was rightfully entitled under the provisions of this Plan. Any Participant or other person seeking or obtaining the benefits of the Plan agrees that the Trust Fund may recoup, offset other payments due from the Plan, or obtain any other appropriate remedy, including recouping costs of collection, including attorney fees, and punitive damages, if applicable, with respect to (i) any amounts paid by the Plan in excess of the amounts payable under the Plan, or (ii) any amounts paid as a result of fraud, misrepresentation or concealment, including by means of false or incomplete information in an application.

## **Section 14 Limitation Period for Actions Brought Under ERISA Section 502(a)**

Notwithstanding any other potentially applicable statute of limitations, a Claimant described in Section 3 or 3A who otherwise has standing to bring a civil action under ERISA Section 502(a) shall not bring such civil action until the Claimant has exhausted his administrative remedies, as required by Section 3(b) or Section 3(A)(b), and shall communicate such civil action not later than the first anniversary of the date of the written notice of benefit determination on review issued under the claims and appeals' procedures describe in Section 3(b) or Section 3(A)(b). This Section 14 shall apply to civil actions based on the subject matter of notices of benefit determination on review issued under the claims and appeals' procedures described in Section 3(b) or Section 3(A)(b) which are dated on or after June 1, 2015.