

***SHOPMEN'S LOCAL***

***527***

***PENSION FUND***

***DECEMBER, 2006***

# SHOPMEN'S LOCAL 527 PENSION FUND

2945 Banksville Road  
Pittsburgh, Pennsylvania 15216  
(412) 341-6183  
(800) 858-7870  
facsimile (412) 341-1285  
e-mail [sl527bp@verizon.net](mailto:sl527bp@verizon.net)  
website [www.527.org](http://www.527.org)

## BOARD OF TRUSTEES

### Union Trustees

Ernie Heinauer  
Martin Marinack

### Employer Trustees

John M. Mihm  
Donald H. Landis

## FUND MANAGER

Mrs. Debby Mitchell

## FUND COUNSEL

Stephen J. O'Brien

## FUND CONSULTANTS

The Phoenix Benefits Group, Inc.

SHOPMEN'S LOCAL 527 PENSION PLAN  
2945 Banksville Road  
Pittsburgh, Pennsylvania 15216  
(412) 341-6183

To All Participants:

We are pleased to present you with this new booklet describing the current provisions of the Shopmen's Local 527 Pension Plan. The booklet includes Pension Plan amendments and benefit changes that have been adopted through January 2006 by the Fund.

The Fund is established and maintained pursuant to Collective Bargaining Agreements between Shopmen's Local Union No. 527 and various individual Employers. It is financed by Employer Contributions. It is sanctioned by the Federal Law, the **Labor-Management Relations Act** commonly known as the **Taft-Hartley Act**, and is intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code, as amended by the Employee Retirement Income Security Act of 1974, Uruguay Round Agreements Act, Small Business Job Protection Act of 1996, Uniformed Services Employment and Reemployment Act of 1994, Taxpayer Relief Act of 1997 and Restructuring and Reform Act of 1998. The Fund is also considered a "qualified" trust by the Internal Revenue Service.

The booklet summarizes the most important features of the Pension Plan. We urge you to read it carefully in order to become familiar with the changes that have been made to the Plan since the last booklet was issued.

Please understand that this is a general explanation and as such, cannot adequately give you all of the details of the Plan. This explanation does not change or expand or otherwise interpret the terms of the Plan. Your rights can be determined only by referring to a copy of the full text of the Plan, which is available at the Fund Office.

Only the full Board of Trustees is authorized to interpret the Pension Plan. No other individual or organization, such as your union or employer, nor any employee or representative of any individual or organization is authorized to interpret this Plan nor act as an agent of the Board of Trustees without the express approval of the Board.

Due to the fact that your spouse and dependents may have rights under this Pension Plan, you should review this booklet with your family. You should keep this booklet with your other important papers and add any notices of plan changes to the booklet when they are received in the future.

Be sure to review the items on page 1 of this booklet which is a brief summary of some of the very important issues you need to know in order to protect your rights.

Sincerely,  
BOARD OF TRUSTEES

## TABLE OF CONTENTS

<u>IMPORTANT INFORMATION</u>	<u>1</u>
<u>DEFINITIONS</u>	<u>3</u>
<u>PLAN ADMINISTRATION</u>	<u>5</u>
<u>ELIGIBILITY &amp; PARTICIPATION</u>	<u>8</u>
<u>EARNING CREDIT FOR PENSIONS</u>	<u>9</u>
<u>TYPES OF PENSION BENEFITS</u>	<u>13</u>
<u>PENSION PAYMENT OPTIONS</u>	<u>21</u>
<u>DEATH BENEFITS</u>	<u>25</u>
<u>SUSPENSION OF BENEFITS</u>	<u>27</u>
<u>APPLYING FOR BENEFITS</u>	<u>29</u>
<u>CLAIMS APPEAL PROCEDURE</u>	<u>29</u>
<u>MISCELLANEOUS PROVISIONS</u>	<u>32</u>
<u>YOUR USERRA RIGHTS</u>	<u>37</u>
<u>STATEMENT OF YOUR ERISA RIGHTS</u>	<u>38</u>

## IMPORTANT INFORMATION

- Save this booklet. Place it in a safe place and keep all future updates in the booklet to ensure that you have the most recent information on your pension rights.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy of this booklet, please contact the Fund Office for a new copy.
- If you have not filled out a Beneficiary Card – **Do it now!**
- Notify the Fund Office immediately regarding any changes in your address, beneficiary or marital status.
- Please review your Pension statements promptly when they are mailed by the Fund Office and report any discrepancies to the Fund Office immediately. It is very important that the Fund Office has a complete and accurate record of your contributions and covered employment in order to make sure you receive the proper pension benefit. Failure to notify the Fund Office of disputed credit within 180 days of issuance of your annual pension statement will result in the denial of disputed credit.
- If you believe that you are eligible for a pension under the Pension Plan and wish to retire, it is important that you file a written application for your pension with the Fund Office as soon as possible. Benefits are not payable until your application has been filed, unless you are entitled to receive a mandatory distribution on April 1<sup>st</sup> of the year following the calendar year in which you turn age 70 ½.
- If you are **married** and you continue to work in covered employment after you have completed five (5) Years of Vesting Service, you are automatically covered by the Husband and Wife Pension as a form of death benefit protection for your spouse in the event of your death prior to starting your pension. Upon retirement, you may reject the Husband and Wife Pension, but you must have your spouse's written and notarized consent. Please refer to Section 6.1 of this booklet for more information on this option.
- If you are leaving or have left Covered Employment under this Fund, your benefit will be payable under the Plan in effect on the date of your last Service if you meet the requirements of a Deferred Pension. The Pension Plan will file a notice with the government so that the Social Security Administration can remind you at a future time of your deferred pension rights under this Plan.
- If you leave Covered Employment in the Pension Plan to go into military service, you may be entitled to Vesting and Pension Credit for the time you were in the qualified military service, provided you return to Covered Employment within a set time period and satisfy the military service credit rules. Please refer to Section 4.9 in this booklet or contact the Fund Office for more information.
- In the event that the Board of Trustees determined that an incorrect payment has been made, it reserves the right to take whatever action it deems necessary to ensure recovery of the incorrect amount including, but not limited to, withholding all or part of future benefit payments until the incorrect payments have been recouped.
- The Trustees have the sole legal right to interpret and amend the Plan. The Plan is subject to the terms of the Collective Bargaining Agreement(s) regarding funding and participation. Although the Trustees hope to maintain the present level of benefits

and to improve upon them if possible, a primary concern of the Trustees is to protect the financial soundness of the plan at all times. The Board of Trustees reserves the right to terminate or make any changes, modifications or amendments to the benefits which the Fund provides.

## SECTION I. DEFINITIONS

You will notice that some of the terms in this booklet begin with capital letters. These terms have a special meaning under the Plan that you need to be aware of in order to understand the explanation of benefits in this booklet.

### 1.1 **Collective Bargaining Agreement**

The term “Collective Bargaining Agreement” or “Agreement” means a written agreement between the Union and an Employer that requires contributions to the Fund.

### 1.2 **Contributing Employer**

The term “Contributing Employer” or “Employer” means an employer signatory to a Collective Bargaining Agreement with the Union requiring contributions to this Fund and an employer signatory to any other agreement requiring contributions to this Fund provided the employer has been accepted as a Contributing Employer by the Trustees.

Employer shall also include the Pension Fund and the Union, provided each is signatory to an agreement requiring contributions to the Fund.

### 1.3 **Contribution Period**

The term “Contribution Period” means, with respect to a unit or classification of employment, the period during which the employer is a Contributing Employer, with respect to the unit or classification of employment.

### 1.4 **Covered Employment**

The term “Covered Employment” means work for a Contributing Employer in a job classification covered under the Collective Bargaining Agreement including such employment prior to the Contribution Period.

### 1.5 **Employee**

The term “Employee” means a person who is an employee of a Contributing Employer and whom a Collective Bargaining Agreement or any written agreement requiring contributions on his behalf covers. If this Pension Fund or the Union is a Contributing Employer, the employees with respect to whom such Employer participates in the Plan are to be deemed Employees.

However, the term “Employees” does not include a sole proprietor or partner who is a Contributing Employer, or anyone else with an ownership interest that the Trustees determine would jeopardize the tax exempt status of the Fund or violate the provisions of ERISA.

### 1.6 **Hour of Service**

The term “Hour of Service” is each hour for which an Employee is paid, or entitled to payment, by the Employer(s), directly or indirectly. This may include

non-work time for which you receive payment such as disability from the Shopmen's Local 527 Benefit Plan or under Workers' Compensation.

**1.7 Participant**

The term "Participant" means a Pensioner or an Employee who meets the requirements for participation in the Plan as described in Section 3.2 or any former Participant who has acquired a right to a pension benefit under this Plan.

**1.8 Plan**

The term "Plan" or "Pension Plan" means the document as adopted by the Trustees that sets forth the Rules and Regulations governing the benefits provided by the Fund and any amendments.

**1.9 Trust Agreement**

The term "Trust Agreement" means the Agreement and Declaration of Trust establishing the Shopmen's Local 527 Pension Fund effective as of January 10, 1957 and thereafter amended.

**1.10 Trust Fund**

The term "Trust Fund" or "Fund" means the Shopmen's Local 527 Pension Fund established under the Trust Agreement.

**1.11 Union**

The term "Union" means the Shopmen's Local Union No. 527 of the International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO

## SECTION II. PLAN ADMINISTRATION

### 2.1 **Plan Name and Fund Office Address:**

SHOPMEN'S LOCAL 527 PENSION PLAN

2945 Banksville Road  
Pittsburgh, Pennsylvania 15216  
(412) 341-6183  
facsimile (412) 341-1285

e-mail [s1527bp@verizon.net](mailto:s1527bp@verizon.net)  
website [www.527.org](http://www.527.org)

### 2.2 **Plan Identification Numbers:**

The Employer Identification Number assigned to the Board of Trustees is 25-6173724. The Plan is further identified as Plan Number 001.

### 2.3 **Type of Pension Plan:**

The Shopmen's Local 527 Pension Plan is referred to as a defined benefit plan. ERISA defines a defined benefit plan as a pension plan whereby the dollar amount of benefits provided is based on either years of service or the amount of contributions paid on behalf of the Participant. Your benefits under this Plan are based upon years of service.

The level of benefits is determined actuarially considering contribution income, mortality rates, turnover of employees, general economic conditions and other facts affecting fund income and costs. Enrolled actuaries retained by the Trustees on the Participants' behalf perform actuarial valuations. Although the Trustees and professional advisors make every effort to fix benefit levels accurately, benefit levels are subject to adjustments depending on changes in economic conditions, results of collective bargaining and other necessary changes related to actuarial assumptions.

### 2.4 **Plan Administrators and Fiduciaries:**

The Board of Trustees is the Plan Administrator as appointed by the Trust Agreement. Additionally, the Trustees are fiduciaries as that term is defined by ERISA. The Individual Trustees are as follows:

#### **Union Trustees**

Mr. Ernie Heinauer  
Shopmen's Local 527  
2945 Banksville Road  
Pittsburgh, Pennsylvania 15216

Mr. Martin Marinack  
Shopmen's Local 527  
2945 Banksville Road  
Pittsburgh, Pennsylvania 15216

#### **Employer Trustees**

Mr. John M. Mihm  
Kincaid Manufacturing Inc.  
201 Sandy Creek Road  
Verona, Pennsylvania 15147

Mr. Donald H. Landis, P.E.  
EPIC Metals Corporation  
Eleven Talbot Avenue  
Rankin, Pennsylvania 15104

**2.5 Administration of the Plan:**

The Board of Trustees is responsible for the overall administration of the Plan. The day-to-day administration of the Plan has been delegated to the Fund Manager, Mrs. Debby Mitchell. The Fund Manager can be reached at the Fund Office address listed in Section 2.1, above.

**2.6 Plan Sponsor:**

The Board of Trustees (comprised of a Joint Labor and Management Board, each with an equal number of Trustees, representing the Employees and Employers covered under the Collective Bargaining Agreement with the Shopmen's Local Union No. 527 of the International Association of Bridge, Structural and Ornamental Iron Workers AFL-CIO) is the Plan Sponsor.

**2.7 Legal Service:**

Service of legal papers may be made on the Fund Counsel listed below:  
Stephen J. O'Brien, Esq.  
650 Ridge Road, Suite 400  
Pittsburgh, Pennsylvania 15205  
Or upon the Board of Trustees at the Fund Office.

**2.8 Collective Bargaining Agreements:**

The Union has executed a Collective Bargaining Agreement requiring Contributing Employers to make contributions into the Pension Fund. Copies of the Collective Bargaining Agreement may be obtained from the Union at its office or by contacting the Fund Office.

**2.9 Contributing Employers:**

The Fund Office will provide you, upon written request, with information as to whether a particular employer is contributing to this Plan on behalf of employees working under the Collective Bargaining Agreement.

**2.10 Source of Contributions:**

This Plan is funded through contributions by the employers on behalf of their employees, under the terms of the Collective Bargaining Agreement, and by investment income earned on a portion of the assets.

**2.11 Funding Medium for the Accumulation of Plan Assets:**

Assets of the Plan are accumulated and deposited in a Trust Fund. Some Plan assets are invested by professional investment managers in accordance with the investment policy and guidelines established by the Board of Trustees.

**2.12 Plan Year:**

The Fund maintains its financial records on a calendar year basis, commencing each January 1<sup>st</sup> and ending on each December 31<sup>st</sup>.

**2.13 Plan Effective Dates:**

The Plan was originally effective January 10, 1957. The most recent amendment and restatement of the Plan Document is effective January 1, 2002, which is referred to as the “Restatement Date.”

## SECTION III. ELIGIBILITY & PARTICIPATION

### 3.1 **Who is Eligible to participate in this Pension Plan?**

All Employees who perform work considered Covered Employment under the Plan for an Employer during the Contribution Period are eligible to participate in the Plan.

Once you are considered a Participant under the Plan, you will be entitled to earn credit for your pension.

### 3.2 **How do I Become a Participant under the Pension Plan?**

You become a Participant under the Plan on the earliest January 1 or July 1 that follows a 12-month period during which you completed at least 800 Hours of Service in Covered Employment.

*For example* If you started work in covered Employment on December 1, 2004 and you complete 800 Hours of Service during the next 12 months, you will become a Participant on January 1, 2006.

When we talk about 800 Hours of Service, we mean each hour for which you are paid or entitled to be paid by your Employer, including certain periods of disability. You may also be able to count your continuous work with the same Employer even if part of that work is not in a job requiring contributions to this Plan.

### 3.3 **When Am I No Longer a Participant under the Plan?**

If you have a One-Year Break in Service as described in Section 4.7 and have not earned the right to a Pension, you will no longer be considered a Participant on the last day of the Plan Year in which you incurred the One-Year Break in Service.

### 3.4 **Can I Become a Participant Again?**

Yes. You will become a Participant again once you complete 400 or more Hours of Service in a Plan Year after the Plan Year in which you terminated. However, if you have a Permanent Break in Service described in Section 4.7, the 800 Hours of Service rule must be met again to become a Participant.

**SECTION IV. EARNING CREDIT FOR PENSIONS**

**4.1 How are Pension Credits Accumulated?**

Pension Credits are accumulated on two bases:

- (1) Credit for Covered Employment *during* the Contribution Period; and
- (2) Credit for Covered Employment *before* the Contribution Period.

**4.2 How are Pension Credits Earned for Employment DURING the Contribution Period?**

For periods during the Contribution Period, you earn Pension Credits on the basis of hours of work in Covered Employment. You can earn a maximum of one full Pension Credit for a full year of work, and proportionately less if you work less.

For work *Before* January 1, 1976, a Pension Credit was earned on this Schedule:

<b><u>Hours of Work in a Calendar Year</u></b>	<b><u>Pension Credit</u></b>
Less than 400	none
400-799	1/4
800-1,199	1/2
1,200 – 1,599	3/4
1,600 or more	1 full credit

For work *After* December 31, 1975, a Pension Credit was earned on this Schedule:

<b><u>Hours of Work in a Calendar Year</u></b>	<b><u>Pension Credit</u></b>
0-399	none
400-479	2/10
480-639	3/10
640-799	4/10
800-959	5/10
960-1,119	6/10
1,120-1,279	7/10
1,280-1,439	8/10
1,440-1,599	9/10
1,600 or more	1 full credit

You may receive Pension Credit if you are totally disabled and receiving weekly disability benefits from your Employer, the Shopmen’s Local 527 Benefit Fund or Workers’ Compensation. In the event that, due to your disability, you fail to earn one full Pension Credit in a calendar year, you will be credited with thirty-two (32) hours for each week you are disabled up to a maximum of 1,600 hours. No more than one full Pension Credit will be granted for all periods of disability during your working lifetime.

#### 4.3 **How are Pension Credits earned for Employment BEFORE the Contribution Period?**

The rule for earning Pension Credits before the Contribution Period depends on the time of the employment. There are three time periods:

(1) **Before the Contribution Period and Prior to 1957:**

An Employee in Covered Employment on January 1, 1957, or with recall rights under an applicable collective bargaining agreement effective on that date, will receive one full Pension Credit for each year he was working for an Employer who signed such an agreement based on his employment record with that employer, together with any additional applicable employment that can be proved satisfactorily.

(2) **Before the Contribution Period After January 1, 1957, BUT Before January 1, 1976:**

An Employee working for an Employer who begins contributing to the Pension Fund after January 1, 1957 but before January 1, 1976 will be granted Pension Credits for the years worked for that Employer in a covered job and any other Covered Employment that can be proven satisfactorily.

(3) **Before the Contribution Period and After January 1, 1976:**

An Employee working for an Employer who begins contributing to the Pension Fund after January 1, 1976 will be granted Pension Credits for the years worked with that Employer, provided he works at least 800 hours in Covered Employment in the first year following the start of that Employer's contributions to the Fund. This is subject to approval by the Board of Trustees, who will impose limitations in order to keep the Fund on a sound financial basis.

If the Employee was on lay-off status when the Employer joined the Pension Fund, he must work at least 800 hours within two (2) calendar years from the year in which the Employer started making contributions.

However, any Employee who had previously retired under the Pension Plan will not receive any additional Pension Credits from before the Contribution Period for any work with the new contributing employer..

**4.4 Is There Any Way an Employee can Receive Pension Credits for Time When He Was Not Working in Covered Employment?**

Yes. If you are disabled, you may be eligible for Pension Credits as outlined in Section 4.2 above. Additionally, you may be eligible for Pension Credits if you have served in Qualified Military Service. Please refer to Section 4.9 below.

**4.5 What Are “Years of Vesting Service”?**

This is a special measure of service applied by the Fund to determine eligibility for a Deferred Pension. See Section 5.10 for an explanation of “Deferred Pensions.”

One Year of Vesting Service is credited for each calendar year during the Contribution Period in which you worked in Covered Employment for 800 hours or more. If you work at least 400 hours in Covered Employment in a calendar year, the amount of Pension Credit you earn will also count as the amount of partial Vesting Service.

In addition, if you work for a Contributing Employer in a job not considered Covered Employment by this Fund, and that non-covered employment is continuous with (immediately before or after) employment with the same Employer in Covered Employment, your hours of work in that non-covered employment during the Contribution Period after December 31, 1975 will also be counted as Vesting Service, but not Pension Credit. This type of non-covered employment is referred to as “Recognized Non-Covered Employment.”

**4.6 Is the Amount of the Deferred Pension Based upon Years of Vesting Service?**

No. The *amount* of any pension benefit received under this Plan depends on the Pension Credit earned during each year of Vesting Service provided you have satisfied the Vesting Service requirements.

**4.7 Can Pension Credits Be Lost or Cancelled?**

Yes. The Plan has Break in Service rules that can result in the loss of Pension Credits. The rules on Breaks in Service are as follows:

**(1) In General :**

If you have a Break in Service, as defined below, before earning at least five (5) Years of Vesting Service, your previously credited Years of Vesting Service and previous Pension Credits are cancelled. However, a Break may be temporary and can be repaired by completing certain amounts of work after the Break.

**(2) Temporary Break – One-Year Break in Service:**

You have a One-Year Break in Service if in any calendar year you fail to complete at least 400 hours of work in Covered Employment. The effect of this Break is eliminated if you return to work in Covered Employment

and earn partial Vesting Service (400 hours of work or more in a calendar year) before you incur a Permanent Break in Service. The Vesting Service and Pension Credit which was cancelled by the One-Year Break in Service is then restored to you. Recognized Non-Covered Employment can also be counted to prevent a Break in Service.

(3) **Permanent Break in Service:**

A Permanent Break in Service has the effect of permanently canceling all of the Pension Credits and Years of Vesting Service you have earned. The rules regarding a Permanent Break in Service depend on whether the Break was before or after December 31, 1975.

**A. Permanent Break after December 31, 1975:**

(i) After 1975, whether or not you have a Permanent Break in Service depends upon how many Years of Vesting Service you had earned before your Break began. You must have at least two (2) consecutive One-Year Breaks, with one of the years beginning after 1975, to incur a Permanent Break. If you had earned more than two (2) Years of Vesting Service before the Break, the number of consecutive One-Year Breaks must be at least as many as the number of Years of Vesting Service which you had earned.

(ii) After December 31, 1985, you will not incur a Permanent Break in Service until you have at least five (5) consecutive One-Year Breaks in Service.

For example, an Employee has earned four (4) Years of Vesting Service and then is inactive to the extent that he has four (4) or more consecutive One-Year Breaks in Service. At that point, his previous Pension Credits and Years of Vesting Service are permanently canceled.

If you earn four (4) Years of Vesting Service, have a six (6) Year Break in Service, and then earn another four (4) Years of Vesting Service, you do not have eight (8) Years of Vesting Service. The first four (4) were permanently canceled because of the Break in Service.

**B. Permanent Break before January 1, 1976:**

If in any three (3) consecutive calendar years before 1976 you did not earn at least 1/4<sup>th</sup> of a Pension Credit, you have incurred a Permanent Break in Service and lose all of your Pension Credits and Years of Vesting Service earned prior to those years. Those Employees who had a Permanent Break before January 1, 1976 will be given credit

under the Plan only from the time they returned to work after that Break in Service, unless there is a repair under Subsection (4) which follows.

**(4) Repair of a Permanent Break in Service:**

If you have a Permanent Break in Service and return to Covered Employment for a period sufficient to accumulate five (5) full Pension Credits based upon contributions, previously earned Years of Vesting Service and Pension Credits will be restored.

**4.8 Are There Any Exceptions to the Break in Service Rules?**

Yes. There are exceptions to the Break in Service rules if you are not working for certain reasons, such as maternity or paternity leave, military service, or if you are working in certain other types of jobs. Any leave of absence granted by your Employer up to twelve (12) weeks that qualifies under the Family Medical Leave Act shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

**4.9 What is Qualified Military Service?**

If you leave Covered Employment with a Contributing Employer to join the military services, you may be eligible to receive Pension Credit for the time you were in the military service. You will be eligible for this Pension Credit if you are in the military service for five (5) years or less and if you return to Covered Employment with a Contributing Employer within a specified time period after being honorably discharged from your military service. The time period that you are serving in the military will not count as a Break in Service and you will not be required to re-qualify as a Participant once you return to Covered Employment under the Plan. For more information on the procedures and notice requirements, refer to Section 11 or contact the Fund Office. The costs associated with benefits accruing for participants on Military Leave shall be borne by the Plan as a whole.

**SECTION V. TYPES OF PENSION BENEFITS**

Six types of pensions are provided under the Plan:

- Regular Pension
  - Joint & Survivor Pension
  - Single Life Annuity Option (if Single or with Spousal Waiver)
  - Partial Lump Sum Option (if Single or with Spousal Waiver)
- Unreduced Early Pension
- Early Retirement Pension
- Service Pension
- Deferred Pension
- Disability Pension

**5.1 When am I Eligible for a Regular Pension?**

You are eligible to retire on a Regular Pension once you reach age 65 and have five (5) Years of Vesting Service.

**5.2 What is the Amount of the Regular Pension?**

**(a) Calculating Regular Pension Benefit**

The amount of the Regular Pension is based on the total Pension Credits you have earned, the years that you earned your Credits, as well as, the time period that you start receiving your benefit. The value of your Pension Credits will be determined by the rate of contribution made by your Employer and the years in which you earned the Pension Credit.

(1) For Pension Credits due to Covered Employment PRIOR to the Contribution Period, the value is \$3.30 per credit.

(2) Pension Future Service Credits:

The amount of each Pension Credit depends upon whether the Pension Credits were earned before or during the Contributions Period.

(a) Effective for those Participants that commence their benefit on or after January 1, 1998, for each Pension Credit earned during the Contribution Period before January 1, 1988, you will receive \$35.00.

If you earn Pension Credits from before the Contribution Period, for each Pension Credit you earned during the Contribution Period, one Pension Credit from before the Contribution Period will be worth \$35.00. Excess Pension Credits from before the Contribution Period are worth \$3.30.

Pension Credits earned on or after January 1, 1988 but prior to the increased contribution rate of \$1.23 will be \$49.00.

Pension Credits earned after the contribution rate increase of \$1.23 will be \$51.00.

(b) Effective for those Participants that commence their benefit on or after January 1, 1999, for each Pension Credit earned during the Contribution Period before January 1, 1988, you will receive \$38.00.

If you earn Pension Credits from before the Contribution Period, for each Pension Credit you earned during the

Contribution Period, one Pension Credit from before the Contribution Period will be worth \$38.00. Excess Pension Credits from before the Contribution Period are worth \$3.30.

Pension Credits earned on or after January 1, 1988 but prior to the increased contribution rate of \$1.23, will be \$52.00 per Pension Credit.

Pension Credits earned after the contribution rate increase of \$1.23 will be \$54.00.

- (c) Effective for those Participants that commence their benefit on or after January 1, 2000, for each Pension Credit earned during the Contribution Period before January 1, 1988, you will receive \$43.00.

If you earn Pension Credits from before the Contribution Period, for each Pension Credit you earned during the Contribution Period, one Pension Credit from before the Contribution Period will be worth \$43.00. Excess Pension Credits from before the Contribution Period are worth \$3.30.

Pension Credits earned on or after January 1, 1988 but prior to the increased contribution rate of \$1.23, will be \$57.00 per Pension Credit.

Pension Credits earned after the contribution rate increase of \$1.23 will be \$59.00.

- (d) Effective for those Participants that commence their benefit on or after January 1, 2001, for each Pension Credit earned during the Contribution Period before January 1, 1988, you will receive \$45.00.

If you earn Pension Credits from before the Contribution Period, for each Pension Credit you earned during the Contribution Period, one Pension Credit from before the Contribution Period will be worth \$45.00. Excess Pension Credits from before the Contribution Period are worth \$3.30.

Pension Credits earned on or after January 1, 1988 but prior to the increased contribution rate of \$1.23, will be \$59.00 per Pension Credit.

Pension Credits earned after the contribution rate increase of \$1.23 will be \$61.00.

- (e) Effective for those Participants that commence their benefit on or after January 1, 2006, for each Pension Credit earned during the Contribution Period before January 1, 1988, you will receive \$45.00.

If you earn Pension Credits from before the Contribution Period, for each Pension Credit you earned during the Contribution Period, one Pension Credit from before the Contribution Period will be worth \$45.00. Excess Pension Credits from before the Contribution Period are worth \$3.30.

Pension Credits earned on or after January 1, 1988 but prior to the increased contribution rate of \$1.23, will be \$59.00 per Pension Credit.

Pension Credits earned after the contribution rate increase of \$1.23 and prior to January 1, 2006 will be \$61.00.

Pension Credits earned on or after January 1, 2006 will be \$45.00 if the contribution rate is \$1.23.

- (3) All benefit amounts will be rounded to the next higher half-dollar if not already a half-dollar amount.

**Please note** if you started receiving your pension benefit prior to January 1, 1998, the Credit rates stated above do not apply to your pension benefit calculation. Additionally, you have to earn one (1) Hour of Service during or after December 1997 in order to be eligible to receive your retirement benefit based upon the schedule under subsection (a) above. You need to earn one (1) Hour of Service during or after December 1998 in order to be eligible to receive your retirement benefit based upon the schedule under subsection (b) above. You need to earn one (1) Hour of Service during or after December 1999 in order to be eligible to receive your retirement benefit based upon the schedule under subsection (c) above. You also need to earn one (1) Hour of Service during or after December 2000 in order to be eligible to receive your retirement benefit based upon the schedule under subsection (d) above.

**The appropriate schedule for your benefit calculation is determined by the Plan in effect at the time you separated from Covered Employment unless you returned to Covered Employment with a Contributing Employer and work thirty-one (31) consecutive work days for which contributions are required to be made to the Fund on your behalf. Please contact the Fund Office if you are entitled to a Deferred Pension and have any questions regarding your Pension Credit calculation.**

**5.3 When Am I Eligible for an Unreduced Early Pension?**

You are eligible to retire on an Unreduced Early Pension once you reach age 62 and have five (5) Years of Vesting Service ONLY if you have earned at least one (1) Hour of Service in Covered Employment during or after December 1997.

**5.4 What is the Amount of the Unreduced Early Pension?**

If you are eligible to retire on the Unreduced Early Pension, you will receive the same pension amount as the Regular Pension.

**(a) Continued Employment while Collecting a Pension.**

If you are eligible for a Regular Pension (Age 65) or an Unreduced Early Pension (Age 62) and continue working in Covered Employment then your Pension will be adjusted yearly for any increases earned while working in Covered Employment. Participants electing to work and receive their pensions will not be entitled to the Bridge Gap payment in Subsection (b) below.

**(b) Bridge Gap**

The Bridge Gap is a supplemental payment of \$550.00 per month for Participants retiring between ages 60 through 65 and have 10 Pension Credits. This benefit is effective for those Participants who retire on or after January 1, 2006. Such supplemental payments will be added to the amount of the retirement pension each month, up to and including the month in which the participant attains age 65. If you commence your retirement benefit prior to age 60, you will NOT be eligible for this benefit. This supplemental benefit is for Participants retiring and not working in Covered Employment. If you retired at age 62 and are working and collecting your pension, once you discontinue your Covered Employment, and are under age 65, contact the Fund Office to start or resume your Bridge Payment.

**(c) Example Calculation**

Suppose you retire in January 2003 at age 62 with 25 Pension Credits. Below is the breakdown of your monthly pension amount:

\$122.00 = \$61.00 x 2	Pension Credits earned after the \$1.23 contribution rate increase
\$531.00 = \$59.00 x 9	Pension Credits earned after January, 1988 but before rate increase of \$1.23
<u>\$630.00 = \$45.00 x 14</u>	Pension Credits earned before January 1988
\$1,283.00	Monthly Pension at age 62
<u>+550.00</u>	Bridge Gap (employment was discontinued)
\$1,833.00	Monthly Pension

**Please note** that if you are married, your pension benefit will be paid in the form of Joint & Survivor Pension (Husband and Wife Pension), unless both you and your spouse properly reject this form of payment before your pension begins.

**5.5 Will the Amount of My Pension be Affected if I am Older Than Age 65 When I Retire?**

If you continue working after age 65 and earn pension credit in the Plan, your pension benefit will reflect the additional credit earned. If you are older than age 65 when you apply for retiree benefits, your monthly benefit payment may be actuarially adjusted for months that you do not work as a shopmen or as an ironworker after your Normal Retirement Age until your pension starting date.

**5.6 When am I Eligible for an Early Retirement Pension?**

You are eligible to retire on an Early Retirement Pension if you are at least age 55 and have earned at least ten (10) Pension Credits.

**5.7 What is the Amount of an Early Retirement Pension?**

The Early Retirement Pension is adjusted downward from the Regular Pension amount based upon your age. You are entitled to an Unreduced Early Pension at age 62 if you have Five (5) years of Vesting Service. Below age 62, your Early Retirement Benefit is computed as if you were age 62 and then reduced by ¼% for each month that you are younger than age 62 when the Early Retirement Pension begins.

For example, suppose you retire in January 2003 with 25 Pension Credits as in the previous example in Question 5.4, but you are age 59 when you retire.

Your Early Retirement Pension benefit will be calculated as follows:

(Regular Pension \$1,283.00)

36 (months younger than age 62) x ¼% = 9%

9% x 1,283.00 = \$115.47

\$1,283 - \$115.47 = \$1,167.53

In this example, the Early Retirement amount would be \$1,167.53 a month, rounded to \$1,168.00.

**Please note** that if you are married, your pension benefit will be paid in the form of Joint & Survivor Pension (Husband and Wife Pension), unless both you and your spouse properly reject this form of payment before your pension begins.

The Joint & Survivor Pension (Husband and Wife Pension) is an actuarial adjustment to the amount of your pension benefit in order to provide for a lifetime benefit to your surviving spouse after your death. For more information on the Joint & Survivor Pension (Husband and Wife Pension), see Section 6.1.

**5.8 When am I Eligible for a Service Retirement Pension?**

You are eligible to retire on a Service Retirement Pension if you are at least age 55 and you have earned at least thirty (30) Pension Credits.

**5.9 What is the Amount of a Service Retirement Pension?**

The monthly amount of the Service Retirement Pension is the same as the amount which you would receive under the Regular Pension.

**5.10 When am I Eligible for a Deferred Pension?**

You become entitled to a Deferred Pension if you have credit for at least five (5) Years of Vesting Service, regardless of the age when you cease to be employed in a job covered by the Pension Plan. Please note that this Pension depends on “Years of Vesting Service” and Pension Credits. For an explanation of “Years of Vesting Service” see Section 4.5. (You may also be entitled to receive this benefit if you have past service credit and at least one (1) Pension Credit which equals a total of five (5) years of vesting service.)

It is called a “Deferred Pension” because the actual payments will not begin before you reach age 55, 62, or 65 depending on the date you last had contributions to the Fund and the number of Pension Credits. A Deferred Pension will begin as early as age 55, if you have earned at least ten (10) Pension Credits, otherwise, you will not be able to commence a Deferred Pension unless you have reached age 65 unless you last worked in Covered Employment on or after December 1, 1997. In the event that the Deferred Vested Participant has worked in Covered Employment on or after December 1, 1997, then he would be eligible to commence the Deferred Pension at age 62 with Five (5) Pension Credits.

**5.11 What is the Amount of the Deferred Pension?**

If a Deferred Pension begins **after** you have attained age 62 or 65, as explained in Section 5.10 above, the monthly amount of the Deferred Pension will be calculated in the same manner as a Regular Pension. If the payment of the Deferred Pension begins **before** you have attained age 62 or 65, the monthly amount will be calculated in the same manner as an Early Retirement Pension.

**5.12 When Would I be Eligible to Retire on a Disability Pension?**

You may retire on a Disability Pension if:

- (1) You have at least ten (10) Pension Credits, at least one (1) of which was earned during the Contribution Period, and
- (2) You are totally and permanently disabled and the disability is supported by a Social Security Disability Award, and
- (3) You worked in Covered Employment (work for which contributions are payable to the Fund) for at least 800 hours within the twenty-four (24) consecutive months before you became permanently and totally disabled.

If you were laid off, or your Employer closed down the Shop where you worked, or you transferred into a non-covered job with your Employer, you will be granted

a grace period up to an additional three (3) calendar years beyond the year in which you worked the 800 hours noted in subsection (3) above. An additional grace period may be granted if you write to the Board of Trustees no later than ninety (90) days after the end of the three (3) year period.

**5.13 What is the Amount of a Disability Pension?**

The monthly amount of the Disability Pension is the same as the Regular Pension. However, a Disability Pension will not be paid during (i) the first six (6) months of disability, (ii) the first twenty-six (26) weeks of disability if you are receiving weekly accident and sickness benefits from Shopmen's Local 527 Benefit Fund, (iii) the period that benefits are received from a group disability policy purchased directly by an Employer, or (iv) the period that Workers' Compensation benefits are received if the disability resulted from an occupational accident or illness.

The Disability Pension will continue for life, provided you remain permanently and totally disabled to age 62. If you cease to be permanently and totally disabled before age 62, your Disability Pension will cease starting with the first month following the end of the disability.

**Please note** that if you are married, your pension benefit will be paid in the form of a Joint & Survivor Pension (Husband and Wife Pension), unless both you and your spouse properly reject this form of payment before your pension begins. The Joint & Survivor Pension (Husband and Wife Pension) is an actuarial adjustment to the amount of your pension benefit in order to provide for a lifetime benefit to your surviving spouse after your death.

**5.14 How is Permanent and Total Disability Defined?**

You will be deemed permanently and totally disabled only if the Trustees find, on the basis of medical or similar evidence, that you are wholly and permanently prevented from engaging in any occupation or employment for wage or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, but excluding compensable disability resulting from service in the armed forces of any country.

In order to be eligible to receive disability benefits, you must submit medical evidence of permanent and total disability, submit proof of entitlement to a Social Security Disability Benefit and undergo physical examination(s) by a physician or physicians selected by the Board of Trustees. You will be required to submit to reexamination periodically, as deemed necessary by the Trustees to make a determination concerning your physical or mental condition. Proof of continued disability will not be required after attainment of age 62.

## PENSION PAYMENT OPTIONS

There are various forms in which your pension can be paid:

- (1) Husband and Wife Pension
- (2) Level Income Option
- (3) Ten Years Certain Option
- (4) Lump Sum Payment Option
- (5) Thirty Six Payment Guarantee

### 6.1 What is a Husband and Wife Pension (Joint and Survivor Annuity)?

If you are married when you retire, your pension benefit is automatically payable in the form of a Husband and Wife Pension (50% Joint and Survivor Annuity) unless you reject this form of payment in writing with your spouse's written and notarized consent.

Under a Husband and Wife Pension, a lifetime benefit is provided for your spouse as well as for yourself. The amount of the monthly benefit payable to you is *reduced* during your lifetime from what it would be if the pension were taken in the regular form. In exchange, upon your death, fifty percent (50%) of the benefit amount you were receiving will be paid to your surviving spouse for life. You must, however, have been married either at least one year before the pension began or at least one year before your death, provided you were married at least one year prior to the start of your pension payments.

If you wish to have more than 50% of your benefit paid to your spouse after your death, you may choose to have your benefit paid in the form of a Husband and Wife Pension that will provide 100% of your monthly pension amount to be continued to your spouse after your death. **The 100% Husband and Wife Pension is only available for non-disability pensioners.** Because this alternate form of benefit payment provides a greater benefit to your spouse after your death, the amount of your monthly pension would be less than the amount you would receive under the 50% Husband and Wife Pension.

If this retiree were to choose the 100% Husband and Wife Pension, the benefit \$1,283.00 multiplied by 78.2% (which is the 100% Joint and Survivor Spouse reduction based on the age of the participant and spouse), he will receive \$1,003.50 per month for the rest of his life and when he dies, his spouse will continue to receive \$1,003.50 for the rest of her life.

The amount of the reduction in your benefit depends on your age and your spouse's age. Since the reduction will vary from one case to another, the Fund Office will furnish to you the actual figures applicable to the facts of your case.

In any event, when you apply for a pension, you and your spouse will be given the full facts and an opportunity to reject the Husband and Wife Pension. You will have a period of not less than thirty (30) days or more than ninety (90) days to decide whether you want a Husband and Wife Pension. In the event that your spouse consents in writing, this thirty (30) day notice period can be waived, however, the benefit cannot start until seven (7) days after the explanation of benefits is provided to you and your spouse.

For example, the regular pension benefit calculated in the example in Section 5.4 is \$1,283.00. If the retiree in this example is married and his wife is three years younger than he is, the benefit is \$1,283.00 multiplied by 87.8% (which is the 50% Joint and Survivor Spouse reduction based upon the age of the participant and spouse). If the retiree and his wife do not reject the Husband and Wife Pension, he will receive \$1,126.50 per month for the rest of his life and when he dies, his wife will receive \$563.25 per month for the rest of her life.

**If the Husband and Wife Pension is rejected in writing on the form approved by the Trustees with your spouse's written and notarized consent, your spouse waives all rights to benefit payments under this option.**

## **6.2 What is the Level Income Option?**

If you are under age 65, you may choose the Level Income Option. This option enables you to receive an approximately equal monthly pension for life by receiving a higher benefit from the Fund before you begin to receive Social Security benefits, and then a lower payment from the Fund once your Social Security benefits begin. In this way, between benefits paid by the Pension Fund and Social Security you would receive a level amount of retirement income for life.

Election of the Level Income Option must be made in writing. You and your spouse can also receive the benefit in the form of the Husband and Wife Pension, because these two forms of payment can be elected together. The Fund Office will supply you with an election form when you apply for a pension. In addition, you must supply the Fund Office with the estimated amount of your Social Security benefit.

Once the Level Income Option payment starts, it cannot be revoked. However, if you die before your pension payments begin, the pre-retirement death benefit is payable in the form of the Husband and Wife Pension.

If the monthly benefit under this option is less than \$20, the Level Income Option will not be paid. The Lump Sum Option is available to be combined with this Level Income Option.

### **6.3 What is the Ten -Year Certain Option?**

If you are eligible for a Regular or Early Retirement Pension, you may elect the Ten Year Certain Option. However, in order to elect this optional form of payment, you must have the proper spousal waiver of the Husband and Wife Pension.

Under this option, your pension benefit is reduced with the provision that if you die before receiving 120 monthly payments, payments will be continued to your designated beneficiary in the same reduced amount until a total of 120 monthly payments have been made. For example, suppose you retire at age 62 and your Regular Pension benefit is \$550.00 a month. If you choose the Ten Year Certain Option, your monthly benefit will be reduced to \$511.50. If you die before receiving 120 payments, the beneficiary you designate will receive the remaining payments of \$511.50 per month until the 120 total payments have been made.

This option may not be elected if you retire on a Disability Pension or Husband and Wife Pension. Once the Ten Year Certain Option is elected, it may not be revoked. Upon the election of this Ten-Year Certain Option, the Thirty-Six Month Payment Guarantee is waived.

### **6.4 What is the Lump-Sum Payment Option?**

Under the Lump Sum payment Option, you may elect to have your monthly benefit reduced up to 10% in return for a lump sum payment when your monthly pension payments begin. The amount of the lump sum payment will be based on your age and the amount by which you choose to have your monthly benefit reduced. You may elect this option if you retire on a Regular, Early Retirement or Deferred Pension. This Lump Sum Option is also available in combination with the Level Income Option.

In addition, you may elect this option with any of the other options, including the Husband and Wife Pension. There are however, several conditions that must be met:

- (1) The lump sum payment must not be less than \$1,000;
- (2) Your monthly benefit must be reduced by a whole dollar amount not more than 10% of the monthly benefit;
- (3) This Option can be chosen only when applying for a pension; and
- (4) Once it is selected, it cannot be revoked.

#### **Lump Sum Payment Option Example**

If you retire at age 62 and are entitled to a Regular Pension of \$1,019.00 a month, you may elect to have your monthly benefit reduced to \$918.00 in return for a lump sum payment when your pension begins. In this case, for each dollar your monthly payment benefit is reduced, you will receive \$154.0933 in a lump sum payment. As the monthly benefit is being reduced by \$101.00 (calculated as \$1,019.00 – \$918.00), the lump sum payment would be \$15,563.42 (calculated by \$101.00 x \$154.0933). You will then receive your monthly payment of \$918.00.

However, if you and your spouse have elected the Husband and Wife Pension, the lump sum payment will be calculated first. After the reduction for the lump sum payment is made, the Husband and Wife monthly benefit payable will be determined. Upon your death, fifty percent (50%) of the benefit amount will be paid to your surviving spouse. You also need the proper spousal waiver in order to allow this Lump Sum payment under the Husband and Wife Pension.

The amount of the Lump Sum you will receive depends on the amount your monthly benefit is reduced and your age. Since the amounts will vary from one case to another, the Fund Office will furnish you with the actual figures applicable to the facts of your case.

#### **6.5 What is the Thirty-Six Payment Guarantee?**

If you die before receiving thirty-six (36) monthly payments, and a Husband and Wife Pension is not in force, your designated beneficiary will continue to receive the monthly payments until a total of thirty-six (36) monthly payment has been made, counting both payments to you and to your beneficiary.

If the Level Income Option was chosen, the Thirty-Six Payment Guarantee will apply. For example, suppose you retire at age 58 with a \$450 Early Retirement Pension and that under the Level Income Option you are receiving a payment of \$600 a month until your Social Security benefit begins at age 62. A total of \$16,200 (36 payments at \$450 level) is guaranteed. (Under the Level Income Option, you are only guaranteed the monthly benefit amount prior to the adjustment). If you die after receiving 22 payments at \$600 (a total of \$13,200) the \$3,000 will be paid to your designated beneficiary in monthly installments (\$16,200 guaranteed less the \$13,200 paid).

If you are receiving a Disability Benefit at the time of your death and you are under age 65 and you properly reject the Husband and Wife Pension, your beneficiary will receive an amount equal to thirty-six (36) times the Early Pension Benefit you were receiving minus the amount you had already received under your Disability Pension.

## DEATH BENEFITS

### 7.1 **Is There a Death Benefit for Pensioners?**

Yes. A Death Benefit of \$1,500 will be paid to the designated beneficiary of a pensioner. This is in addition to any other death benefit payable. The beneficiary should contact the Fund Office for information about claiming the benefit.

### 7.2 **What if I Fail to Designate a Beneficiary?**

If you have not designated a beneficiary, or if your beneficiary dies before you, payment of any benefits still due will be made to your surviving family members in order of preference. First to your spouse, then to your children (if they are deceased, then to your grandchildren), then to parents; brothers and sisters, grandparents, aunts and uncles, and finally to your estate.

### 7.3 **Are There Any Benefits Payable to Survivors if I Die BEFORE Starting My Pension?**

Yes. If you are fully vested (you have earned at least five (5) Years of Vesting Service) and die before going on Pension, benefits will be paid to your surviving spouse, if married, or to your designated beneficiary.

If you are married, and you have been married for at least one year prior to your death, your spouse will receive a monthly Husband and Wife Pension equal to what she would have received had you retired the day before you died.

If you are not married, your designated beneficiary will receive thirty-six (36) monthly payments equal to the Regular or Early Retirement Benefit you would have received had you retired the day before your death.

If you were younger than age 55 on the date of your death, the amount of the monthly payment will be an Early Retirement Benefit calculated as if you had reached age 55.

### 7.4 **If My Pension is Paid in the Husband and Wife Pension Form, When Will My Spouse Begin to Receive Benefits?**

If you were already receiving benefits at the time of your death, or if you die after you reach age 55 and you have five Years of Vesting Service, your surviving spouse will begin receiving monthly benefits as of the first month following your death. If you die before you reach age 55 and have five Years of Vesting Service, the Plan does provide for your spouse to receive a Husband and Wife Pension. In general, this Pension would begin at the time when you would have attained age 55 and been eligible for an Early Retirement Pension had you lived. However, under certain circumstances, your spouse would have the option of receiving an actuarially reduced lifetime pension that would begin before the date you would have attained age 55.

**7.5 What if My Spouse Dies Before I do After My Husband and Wife Pension Begins?**

If you are receiving benefits in the form of a Husband and Wife Pension and your spouse dies before you, your monthly benefit will be increased to the amount you would have received if you had decided not to have your pension paid in the Husband and Wife Pension. The increased benefit will be payable to you only for months after your spouse's death, not before. However, should you remarry, your benefit will not be readjusted, and the Husband and Wife Pension will not be available to your new spouse.

**7.6 What if My Spouse Dies or We Get a Divorce Before My Pension Begins?**

The Husband and Wife Pension will not be effective if your spouse dies before your pension begins. In addition, for the Husband and Wife Pension to be effective, you must be married for at least one year before your pension begins or for at least one year at the time of your death.

If you and your spouse become divorced before your pension begins, the Husband and Wife Pension will not be effective unless a Qualified Domestic Relations Order ("QDRO") is issued. A QDRO is a court order under domestic relations law assigning all or part of your pension benefits to your former spouse, your child or other dependent to provide child support, alimony payments and/or property rights to your former spouse. The Fund has a set of Procedures which are followed when reviewing a QDRO. A copy of these Procedures may be obtained upon request from the Fund Office.

**7.7 What if My Spouse and I Become Divorced After My Husband and Wife Pension Begins?**

Once the thirty (30) day period required for allowing the decision on the Husband and Wife Pension has passed or has been properly waived and payments have begun, the pension becomes payable in the form of the Husband and Wife Pension form and cannot be changed for any reason except in the event that your spouse predeceases you. A QDRO can still split the amount of benefit being paid to the participant.

## SUSPENSION OF BENEFITS

### **8.1 To What Extent Will I be Allowed to Work and Still Receive a Pension from the Plan?**

In general, if you are younger than age 65, you may not return to work in what is called “Disqualifying Employment” without having your monthly pension payments suspended for the period of your reemployment.

If you are receiving your pension benefit from the Plan and are under age 65 and return to work in a trade or craft that is covered by the Plan, but not Covered Employment, your benefits will be suspended if you work 40 or more hours per month. This is referred to as “Disqualifying Employment.” “Disqualifying Employment” is also defined as any employment or self-employment that is the same type of work as performed by a contributing employer, in this geographic area or anywhere else. This definition also includes participants working in non-bargaining positions for contributing employers.

A Participant who is receiving a pension benefit after age 65 can return to any type of work without having his benefit suspended under these rules.

#### **Special Rule Regarding Covered Employment**

If you are between ages 62 and 65 you may elect to begin receiving your pension benefit and continue to work with the same Contributing Employer (without interruption of your employment or loss of seniority status and benefits), or if you are already receiving your pension benefit, you can return to Covered Employment ONLY with the same Contributing Employer that you were working for immediately prior to your retirement, without having your benefit suspended.

### **8.2 How Does the Fund Know When My Pension Is to be Suspended?**

When you return to work before age 65 at a job that is or may be considered work of the same type, you are required to notify the Fund Office in writing within thirty (30) days after starting work, regardless of the number of hours you plan to work. If you resume Covered Employment, your Employer will notify the Fund Office on the monthly remittance report, however, you should also give notice of your employment to assure that your hours worked are properly recorded.

### **8.3 What Happens If I Do Not Notify the Plan of My Reemployment?**

The Fund has the right to recover any monthly benefits paid in error to a pensioner whose benefits should have been suspended due to a return to work as stated in Section 8.1. Once his pension payments are to resume, the Plan may withhold payments until the entire amount of the overpayment is repaid. Pensioners who have attained age 65 may have 100% of their first monthly payment after suspension withheld, but only 25% of each succeeding monthly payment withheld until the entire amount of the overpayment is repaid. If a pensioner dies before an overpayment to him is completely recovered, any

payments due his surviving beneficiary or beneficiaries will be subject to deduction for the overpayment.

**8.4 Do I Have a Right to Appeal the Suspension of My Benefits?**

All participants have a right to request a review of a decision to suspend benefits by filing a written request for review with the Fund Office within ninety (90) days of receiving the notice of the suspension. The request for review will be processed in the same manner and under the same rules as an appeal of a pension denial. See Section 9.3 of this Booklet.

**8.5 Can I Contact the Trustees Prior to Taking a Job in Order to Find Out if it Will Cause my Benefits to be Suspended?**

A participant may request an advance determination as to whether a particular type of employment may result in a suspension of his pension benefits. Prior to taking the job, contact the Fund Office to obtain the specific information required for an advance determination.

**8.6 How do My Monthly Benefits Resume After I Stop Working?**

If your benefits were suspended due to your reemployment, you must file immediate notice to the Fund Office once you cease your reemployment. Upon receipt of this notice from you at the Fund Office, the Trustees will resume your monthly benefit commencing with the first month following receipt of your notice.

**8.7 If I Return to Covered Employment After I Retire with a Pension, Will my Pension be Recalculated When I Retire Again?**

Your pension benefits will be recalculated when your pension is reinstated, provided that you complete a Year of Vesting Service as described in Section 4.5 and earn additional Pension Credits while in Covered Employment.

**8.8 Will My Benefits be Suspended if I Work After Age 65?**

No. The Plan does not provide for a suspension of your pension if you continue to work after age 65. However, if you continue to work in Covered Employment, you will not have your benefit recalculated until the end of each Plan Year.

## **APPLYING FOR BENEFITS**

### **9.1 How Do I File an Application for a Pension?**

At the time you wish to apply for a pension, you and if you are married, you and your spouse must come to the Fund Office in person to make application for your benefit. Please contact the Fund Office in advance to arrange for an appointment. You must file a written application with the Board of Trustees on a form that will be provided upon request by the Fund Office.

You are urged to file an application as soon as you decide on your intended retirement date. Early filing may help to avoid any delay in processing your pension application because it gives the Fund Office an opportunity to obtain all of the proper paperwork prior to your intended retirement date.

### **9.2 When Do Pension Benefits Begin?**

If you have met all of the requirements of the Pension Plan, your pension will begin on the first day of the month following your entitlement to benefits.

If you are applying for benefits after you reach age 65 and it is determined that you were eligible to receive a benefit earlier, your monthly benefit payments will be actuarially adjusted for the late payment.

However, the Plan has a Required Pension Beginning Date that is set by law. All participants must commence their pension benefit by the April 1<sup>st</sup> of the calendar year following the calendar year in which the participant turns age 70 ½ .

If you have not submitted an application by the date of your required beginning date and the actuarial present value of your benefit is less than \$5,000, such benefit will be paid to you in a lump sum payment. Additionally, if your benefit is worth more than \$5,000, the Plan will pay your benefit to you in a form of a Husband and Wife Pension according to the Plan rules that would apply to a Participant that has been married at least one year.

### **9.3 If My Application is Denied, do I have the Right to Appeal the Decision?**

Yes. If your benefit is denied, you or your authorized representative must file a written appeal with the Fund Office within sixty (60) days of your receipt of the denial notice. If you do not appeal this decision within the sixty (60) days, the decision of the Board of Trustees will be final. Below is a more detailed description of Claims Appeal Procedures:

<b>CLAIMS APPEAL PROCEDURE</b>
--------------------------------

9.31 You or your authorized representative may appeal the decision of the Trustees by written notice that you must file with the Trustees within sixty (60) days of the mailing of the notice of non-approval (180 days for a Disability Benefit). The written notice shall

state your name, social security number, address and the reason that you are appealing. The appeal shall be addressed as follows:

Board of Trustees  
Shopmens' Local 527 Pension Fund  
2945 Banksville Road  
Pittsburgh, Pennsylvania 15216

9.32 Prior to a determination on the appeal, you or your authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based and may submit written issues and comments pertinent to the appeal.

9.33 The Trustees shall consider your appeal no later than its regular quarterly meeting, unless the appeal was received within the 30-day period preceding the date of such meeting. If received within the 30-day period preceding the meeting, then the Board shall consider the appeal no later than the second regular quarterly meeting that follows the receipt of the appeal.

9.34 For Disability Benefit denials, the appeal will not be determined by the individual who made the first determination (if other than the Trustees) or by a subordinate of that individual. If determination was based on medical judgment, the determination will be made by a health care professional with appropriate training and who was not consulted with respect to the first determination.

9.35 After consideration of the appeal as above, the Board of Trustees shall advise you of its decision in writing within five (5) working days following the meeting at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusions and shall be written in a manner calculated to be understood by the applicant and shall make references to the pertinent Plan provisions upon which the decision is based. The decision shall be final and binding upon the applicant unless appealed as herein provided.

9.36 A full hearing before the Board of Trustees shall be held when:

- A. When the Board of Trustees determines, prior to making decision on appeal, that a hearing is necessary or when you request a full hearing before the Board of Trustees by written notice within fifteen (15) days after receipt of the Board of Trustees' decision on appeal. The written notice needs to state only your name, address and written statement of the reasons why you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Board of Trustees. If the Board of Trustees requests a hearing, a participant cannot request a second hearing.
- B. The hearing shall be held no later than the Trustees' third (3<sup>rd</sup>) regular quarterly meeting that follows the receipt of the notice of appeal, at which the claimant may be represented by an attorney or any other representative

of his choosing and at which the claimant shall have an opportunity to submit written and oral evidence and arguments in support of his claim.

- C. A full written report shall be kept of the proceedings of the hearing.
- (1) Either the claimant or the Board of Trustees may cause a court reporter to attend the hearing and record the proceedings. In such event, a complete written transcript of the proceedings shall be furnished to both parties by the court reporter. The full expense of any such court reporter and such transcripts shall be borne by the party causing the court reporter to attend the hearing.
  - (2) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
  - (3) You or your attorney shall have the right to review the written record of the hearing, make a copy of it and file objections to it.
  - (4) There shall be copies made of all documents and records introduced at the hearing, attached to the record of the hearing and made a part of it.
  - (5) All information upon which the Board of Trustees based its original decision shall be disclosed to the applicant at the hearing.
  - (6) In the event that the Trustees introduce additional evidence, which was not made available to the applicant prior to the hearing, the applicant shall be granted a continuance of so much time as he desires, not to exceed thirty (30) days.
  - (7) The applicant shall be afforded the opportunity of presenting any evidence in his behalf. If the applicant offers new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Trustees may, if they wish, investigate the accuracy of the applicant's new evidence or determine whether additional evidence should be introduced.
  - (8) After consideration of the appeal, the Trustees shall advise the applicant of its decision in writing within sixty (60) days following the hearing at which the appeal was considered, (unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period). The decision of the Trustees shall be written in a manner calculated to be understood by the applicant and shall make reference to the pertinent Plan provision upon which the decision is based. This decision shall be final and binding upon the applicant.
- B. The waiver of any of the requirements set forth above shall apply to that specific case only and shall not constitute a general waiver with respect to future cases.

If you fail to seek review by the Board of the initial denial of your claim in whole or in part by the Fund, the Board's decision shall be final and binding on you. If you do not exercise your right to seek review of a decision by the Board denying your claim in whole or in part, then the decision of the Board shall be final and binding on you. The decision of the Board of Trustees or Appeals Review Committee is final and binding.

## **MISCELLANEOUS PROVISIONS**

### **10.1 Can I Assign My Right to My Pension if I Owe Money?**

Your interest in your pension may not be alienated, that is sold, used as collateral for a loan, given away or otherwise transferred. Also, your creditors may not attach, garnish, or otherwise interfere with your Pension. If at the time you or your Beneficiary are entitled to receive a benefit and you are indebted to the Fund, the Trustees may decide to first satisfy the debt owed to the Fund prior to paying the benefit over to you or your Beneficiary.

However, the Trustees may be required by law to recognize obligations as a result of court ordered child support or alimony. The Plan must honor a Qualified Domestic Relations Order once it has been determined to be valid.

### **10.2 Are there Any Limitations on the Amount of Pension I Can Receive from the Pension Trust?**

Yes. Under the federal laws, a participant is limited in the maximum dollar amount of the pension they receive. This limitation varies due to the Participant's age at retirement and highest income earned while working for Employers under the Pension Trust. If there is an issue regarding your pension benefit, you will be notified by the Fund Office at the time you apply for your pension benefit.

### **10.3 Does the Plan Affect My Social Security Benefit?**

No. You are entitled to Social Security independently. Your pension under this Plan is not affected by your Social Security.

### **10.4 What Are the Current Withholding Requirements?**

Effective for distributions from qualified retirement plans on or after January 1, 1993, certain benefits paid require a twenty-percent (20%) withholding from the payment. These withholding requirements generally apply to lump sum distributions made from this Fund. The twenty percent (20%) withholding may be avoided by having the payments transferred to another qualified retirement plan, or by establishing an IRA account and having your benefit payments sent directly into that account. This is called a "rollover". If you choose this option, nothing will be withheld from your benefit payment. However, the benefit amounts transferred to another retirement plan or to your IRA plan may not be immediately available to you, as they will be subject to the requirements and restrictions that apply to IRA distributions or to the provisions of your new plan.

If you do not elect rollover treatment of your benefits, the Fund is required by law to withhold twenty percent (20%) of each benefit payment as income tax and pay it to the IRS.

When you apply for benefits, the Fund Office will provide you with more detailed information regarding rollovers and mandatory withholding and a form with which you can elect to have your payments rolled over.

**10.5 Can I Receive More than One Benefit under the Plan at the Same Time?**

No. You cannot receive more than one type of benefit under the Plan at the same time, however, you may receive a benefit as a Participant and also as a Surviving Spouse or beneficiary of another deceased Participant at the same time. Additionally, if you are a recovered Disability Pensioner, you may be entitled to a different type of pension benefit when you are no longer eligible for your Disability Pension.

**10.6 Are All of My Benefits Listed in This Booklet?**

No. This booklet is just a summary. Although considerable information is included in this booklet, it is not the purpose of the booklet to explain every detail or every situation which might arise under your Pension Plan. There is, however, a complete set of Rules and Regulations which govern the operation and administration of this Plan. These Rules and Regulations are set forth in a legal document. Although these Rules and Regulations are too lengthy to reproduce, you may examine a copy at the Fund Office or have a copy made for a reasonable charge.

**10.7 Does the Federal Government Insure My Benefits?**

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 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 \$12,870.00.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you became disabled before the plan terminates or becomes insolvent; and (3) certain benefits for 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 five 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 Pension Benefit Guaranty Corporation 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 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>.

## **10.8 Trustees' Right to Amend Plan**

The Trustees reserve the right to change or amend the Plan's Rules and Regulations, as well as to modify future benefits, before earned, provided hereunder at any time. Notice of amendment to the plan effecting future benefit accrual requires prior notice to the Participants.

Although the Plan is intended to be permanent, the Board of Trustees has the authority to terminate the Plan upon the occurrence of any one or more of the following events: if the Plan assets are, in the opinion of the Board, inadequate to carry out the intent and purpose of the Plan or are inadequate to meet the payments due or which may become due to participants and beneficiaries; if there are no individuals living who can qualify as Employees, if the Union and Employers agree to terminate the Plan; if the Plan is merged into another employee benefit plan; any other event which may, by law, require termination.

In the event of termination of the Plan, the Board of Trustees shall make provision out of the Fund assets for the payment of expenses incurred up to the date of termination and the expenses incidental to termination; arrange for a final audit and report of the Board's transactions and accounts for the purposes of ending the trusteeship; and apply any surplus in a manner that will inure to the exclusive benefit of the participants and beneficiaries in accordance with the purposes of the Fund and the requirements of law. If the Plan terminates and is not funded to provide for all vested benefits then the Trustees shall apply to the PBGC for guidance and administration of the termination, in addition to seeking the insurance protections of the PBGC.

**10.9 Fraud:** Any person attempting to submit false, misleading or incomplete information, or who in any way attempts to defraud the Fund, may be prosecuted in such manner as the Trustees deem advisable or may be denied benefits for the Benefit Period for which such false, misleading or incomplete information relates to.

#### **10.10 QUALIFIED DOMESTIC RELATIONS ORDERS**

The laws governing this type of plan generally provide that a participant's benefits under a qualified plan cannot be assigned, pledged or otherwise encumbered. The Retirement Equity Act, effective January 1, 1985, established an exception to this rule for "qualified" domestic relations orders – under which the plan may be required to pay benefits to a person (alternate payee) other than a participant. The Tax Reform Act of 1986 amended and further clarified this exception for qualified domestic relations orders.

In general, a domestic relations order (DRO) means any judgment, decree, or order that relates to the provision of child support, alimony payments or marital property rights which is made pursuant to a particular state's domestic relations law (including a community property law). If the DRO is found to be a "qualified domestic relations order" (QDRO), the plan must make a payment of all of, or part of, participant's benefits to the alternate payee(s) specified in the DRO. An alternate payee is a spouse, former spouse, child, or other dependent of a participant who is recognized by the DRO as having a right to receive all or a portion, of the participant's benefits under the plan. An alternate payee may designate a representative for receipt of notices and plan information that are sent to the alternate payee with respect to a DRO.

To be "qualified" under ERISA the DRO must satisfy certain requirements, as determined by the Board of Trustees of the Plan. (NOTE: you are entitled to receive from the Plan administrator, without charge, a copy of the Plan's procedures governing QDRO determinations.)

The question of whether an Order, etc. is qualified Order (a QDRO) is determined by the Trustees in accordance with specific legal requirements. Generally, an order must satisfy the following requirements to be considered a QDRO –

1. Issued pursuant to a state domestic relations law;
2. Relates to the provision of payments for child support or alimony, or of marital property rights, to a spouse, former spouse, or eligible dependent (alternate payee);
3. Specifies the names, last known mailing addresses, dates of birth, and social security numbers of the participant and the alternate payee;

4. Creates, recognizes or assigns to the alternate payee the right to receive all or a portion of the participant's benefits under the Plan;
5. Specifies the amount or percentage of the participant's benefit to be paid to the alternate payee, or the method of determining same;
6. Specifies the number of payments or period of time to which it applies;
7. Specifies the Plan to which it applies; and
8. Does not require the Plan to provide a type, form or option of payment not provided by the Plan, increased benefits, or payment of benefits required to be paid to an alternate payee under another order previously considered to be a QDRO.

While an Order generally may not require a plan to provide a type or form of benefit not otherwise provided under the plan, the law includes certain exceptions under which a QDRO may permit benefits to be paid to an alternate payee **before the participant** begins to receive benefits. However, any such provision must comply with the requirements for such payment under federal law governing determinations of qualified status for proposed QDROs.

In addition, the Plan contains a special provision permitting QDROs to provide for an Alternate Payee Lump Sum Payment. If permitted under the Order and elected by the Alternate Payee, this option generally allows the Alternate Payee's benefit to be paid in the form of a lump sum payment that will be paid as soon as practicable following the Plan's determination of the Order's qualified status.

In no event shall any payments be made to an alternate payee until the Plan has determined that the DRO is qualified.

**Note:** If the plan administrator is notified that a DRO is being sought, the plan administrator may delay payments to a participant in anticipation of such DRO. Also, if an Order has been furnished to the Plan for determination of status as a QDRO, the Plan administrator shall refrain from making any benefit payments to the Participant until it has been determined whether the Order is a QDRO.

#### **10.11. Common Law Marriages.**

The Pension Plan recognizes Common Law Marriages that were validly entered into before September 17, 2003. The Commonwealth Court of Pennsylvania determined Common Law Marriages could not be validated after September 17, 2003. The Pennsylvania Legislature later determined that Common Law Marriages were invalid legislatively after January 1, 2005. The discrepancy between the two dates derives from the uniqueness of the Common Law form of Marriage. Because Common Law Marriage is a development of law based in earlier court determinations, dating back to the

Common Law of England, the Plan follows the earlier date determined by the Pennsylvania Commonwealth Court.

A valid Common Law Marriage must meet specific requirements to be valid and once valid invests all of the marital rights and obligations upon the husband and wife. For instance, a valid Common Law Marriage can only be terminated by a legal divorce or death. A Common Law form of divorce does not exist. A spouse in a Common Law Marriage is entitled to property rights. If you have questions about Common Law Marriage and its effects upon your pension benefits then you should contact an attorney.

## **10.12 ACTUARIAL EQUIVALENTS**

The aggregate amount of Accrued Benefit payments which are expected to be received under different forms of payment options, computed using the assumptions outlined under the Pension Plan document, shall be of equal actuarial value. The Fund Office shall determine the Actuarial Equivalent, when required.

## **YOUR USERRA RIGHTS**

**11.1** A Participant may receive credit for contributions while on Military Leave. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) sets forth that 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. Credit shall apply to a period of Military Leave for which reemployment is initiated on or after December 12, 1994, provided, the USERRA requirements are met for reemployment and the Participant returns to work for an Employer within the defined period.

The right to reemployment under USERRA first requires that an employee provided advance notice to the employer of military service. USERRA rights to reemployment and benefit credits generally expire after 5 years of military service. The length of absence due to service is cumulative and cannot exceed five years. The right to request reemployment terminates if the separation from military service is due to dishonorable discharge, bad conduct discharge, or for separation under other than honorable conditions. Reemployment is not required if the employment prior to service is only for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

**11.2** An employee who desires to return to work for the employer must notify the employer of the intent to return as follows:

<b>Length of Military Service</b>	<b>Reemployment Deadline</b>
Less than 31 days .....	1 work day after discharge

	(allowing 8 hours for travel)*
31 through 180 days .....	14 days after discharge**
More than 180 days .....	90 days after discharge

\* or as soon as possible after the expiration of the eight hours travel time if such is impossible or unreasonable.

\*\* or if such is impossible, then the next day when it becomes possible after the 14 days.

The time period for less than thirty-one days applies for an absence for purposes of examination for service.

**11.3** If hospitalization occurs during service, then the time periods above apply after recovery, but such time shall not exceed two years. Reemployment rights are not automatically lost due to failure to report or apply pursuant to the above schedule. The conduct rules, policy and practices of the employer regarding explanation and discipline for absences from scheduled work will then apply.

**11.4** Since work patterns may be difficult to estimate for crediting a reemployed employee, the last 12 months credited before service may be used. If the industry is difficult to reasonably estimate contributions then it may be permissible to set a fixed number of hours per week or month for military service.

**11.5** No employer shall be liable for making contributions for military leave credited to the Participant pursuant to USERRA. For the purpose of computing benefits, contributions shall be deemed to have been made based at the rate(s) applicable during the period of Military Leave. The expenses attributable to USERRA benefits shall be borne by the Fund.

**STATEMENT OF YOUR ERISA RIGHTS**

The Plan is covered by the Employee Retirement Income Security Act of 1974 (ERISA), a federal law intended to protect employee’s rights under their benefit plans. As a participant, you have certain rights and protection under ERISA. You are entitled to:

Receive Information About Your Plan and Benefits:

You may review, without charge, at the Plan administrator’s office by contacting the Board of Trustees, all documents governing the Plan, including the plan document, the trust agreement, collective bargaining agreements, and a copy of the latest annual return/report (Series 5500) filed by the Plan with the U.S. Department of Labor and available for inspection at the Public Disclosure Room of the Pension and Welfare Benefit Administration. If you would like copies of documents governing the operation of the plan, you may request them in writing from the Board of Trustees. Copies will be sent to you for a reasonable charge.

In addition, you will receive a summary of the annual return/report each year which briefly describes the financial activities of the Retirement Plan.

Once each year you may request a statement about the status of your Retirement under the Retirement Plan. The statement will show the amount of your accrued Retirement and whether you are vested in your accrued Retirement. The statement must be requested in writing form the Board of Trustees and will be provided without charge.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have a denied claim reviewed and reconsidered. See the “Claim Appeal Procedures” section of the summary plan description for a more detailed explanation.

#### 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 Plan. The people who operate the 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 benefits or exercising your rights under ERISA. ERISA also protects you from being discharged or discriminated against in any way to prevent you from obtaining benefits 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, 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

100762/01043.001