

# Western Washington Painters Defined Contribution Pension Plan

## Summary Plan Description

January 1, 2018



**WESTERN WASHINGTON PAINTERS  
DEFINED CONTRIBUTION PENSION PLAN**

18300 Cascade Ave. S, Suite 141 Tukwila, WA 98188

To All Participants:

As Trustees of the Western Washington Painters Defined Contribution Pension Plan (the "Plan"), we are pleased to provide you with this Summary Plan Description which is effective January 1, 2018. This Plan was established to help provide financial security to you and your family upon your retirement, death or disability.

The Board of Trustees established the Plan effective as of March 1, 1987. It has been amended and restated from time to time, most recently effective as of January 1, 2018.

This booklet is a Summary Plan Description. It is intended to give you a summary of the important features of the Plan in effect as of January 1, 2018. The full terms of the Plan are set forth in the Plan Document. If there is any inconsistency between the contents of this summary and the Plan Document, your rights will be determined from the Plan Document and not from this summary. We encourage you to read this booklet carefully and keep it with your important papers for future reference.

You, your beneficiaries or legal representatives may examine the Plan Document and certain other documents during regular business hours or by appointment at the Fund Office. Copies of the official Plan documents are available at this location:

Western Washington Painters Defined Contribution Plan  
c/o BeneSys Administrators  
18300 Cascade Ave. S, Suite 141  
Tukwila, WA 98188

The only people authorized to answer questions concerning the Plan are the Board of Trustees and the staff at the Fund Office. The Board of Trustees alone is authorized to amend or interpret the provisions of the Plan.

If you have any questions about the Plan, contact the Fund Office at (206) 518-9730 or Toll Free: (844) 344-2721.

Board of Trustees



**THE BOARD OF TRUSTEES  
of the  
WESTERN WASHINGTON PAINTERS  
DEFINED CONTRIBUTION PENSION PLAN**

**Employer Trustees**

Mike Cassidy, Co-Chairman  
c/o WW Painters DC Plan Trust Office  
18300 Cascade Ave. S, Suite 141  
Tukwila, WA 98188

Dale Bethel  
c/o WW Painters DC Plan Trust Office  
18300 Cascade Ave. S, Suite 141  
Tukwila, WA 98188

James Kahler  
c/o WW Painters DC Plan Trust Office  
18300 Cascade Ave. S, Suite 141  
Tukwila, WA 98188

Wayne Lennstrom  
c/o WW Painters DC Plan Trust Office  
18300 Cascade Ave. S, Suite 141  
Tukwila, WA 98188

Service of legal process may be made on any Trustee

**Plan Third Party Administrator:**

BeneSys Administrators  
18300 Cascade Ave. S, Suite 141  
Tukwila, WA 98188

**Fund Investment Consultant:**

Jake Kalina  
RVK  
1211 SW 5th Avenue, Suite 900  
Portland, Oregon 97204

**Union Trustees**

Denis Sullivan, Co-Chairman  
IUPAT District Council No. 5  
6770 E. Marginal Way S, Bldg. E-303B  
Seattle, WA 98108

John Boufford  
IUPAT District Council No. 5  
6770 E. Marginal Way S, Bldg. E-303B  
Seattle, WA 98108

Robert Rahkonen  
IUPAT District Council No. 5  
6770 E. Marginal Way S, Bldg. E-303B  
Seattle, WA 98108

Chris Winters  
IUPAT District Council No. 5  
6770 E. Marginal Way S, Bldg. E-303B  
Seattle, WA 98108

**Fund Counsel:**

Les Coughran  
McKenzie Rothwell Barlow & Coughran, P.S.  
1325 4<sup>th</sup> Avenue, Suite 910  
Seattle, WA 98101

**Plan Accountant:**

Lindquist, LLP  
9725 3<sup>rd</sup> Avenue, NE, Suite 603  
Seattle, WA 98115-2060

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**Western Washington Painters Defined Contribution Pension Plan****Definitions****Definitions****Beneficiary**

The individual or individuals you designate, or are designated automatically by operation of the Plan rules, to receive any retirement benefits in your Individual Account if you die before its full distribution. If you die without designating a beneficiary, the Plan provides your beneficiary, in order of priority, will be:

- Your surviving lawful spouse
- Your surviving children, including adopted children (or your children's children if they do not survive you)
- Your surviving parents
- Your surviving siblings
- Your surviving grandparents
- Your surviving uncles and aunts
- Your estate.

**Collective Bargaining Agreement**

A written agreement between the Union and an Employer which obligates the Employer to make contributions to the Plan or under which the Employer agrees to transmit Salary Deferral Contributions to the Plan.

**Disability; Disabled**

Any disability resulting from bodily injury or disease which wholly and continuously prevents a participant from engaging in his or her own occupation or employment as described in a Collective Bargaining or Special Agreement and which has existed continuously for five (5) months.

**Disability Retirement Date**

The first of any month following the termination of a Participant's employment with any Employer and the occurrence of his or her Disability.

**Early Retirement Date**

The Plan Participant's the first day of any month following the date the Participant reaches his or her fifty-fifth (55<sup>th</sup>) birthday, provided the Participant terminates all employment with any Employer that contributes to the Plan.

**Employer**

An Employer includes a corporation, partnership, sole proprietorship or other legal person which is required to make contributions to this Plan pursuant to a Collective Bargaining or Special Agreement. The Union and Plan may become an Employer for the limited purpose of paying Employer contributions to the Plan for the benefit of employees of the Union or Plan eligible to participate in this Plan by entering into a Collective Bargaining or Special Agreement.



**Western Washington Painters Defined Contribution Pension Plan****Definitions****Hour of Service**

Each hour for which an employee is paid or entitled to payment under the terms of a Collective Bargaining or Special Agreement for the performance of duties for an Employer; on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. Each hour for which back pay, under the terms of a Collective Bargaining or Special Agreement, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same hours of service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours shall be credited to the employee for the computation period or periods to which the award, agreement, or payment is made.

**Individual Account or Account**

The separate bookkeeping accounts maintained by the Trustees representing a Participant's entire interest in the Plan. A Participant's Individual Account consists of Employer contributions, any rollover contributions from an IRA (Individual Retirement Account) or other qualified retirement plan, together with any investment earnings or losses on those contributions. In the future, the Plan may allow Salary Deferral Contributions, in which case these contributions would also be part of the Individual Account. See the "Accumulating Benefits" section of this booklet for more information on your Individual Account.

**Normal Retirement Date**

The first day of the month coinciding with or next following the Plan Participant's sixty-fifth (65<sup>th</sup>) birthday.

**Participant**

An employee of an Employer who becomes a Participant in the Plan as provided in the "Participation" section of this document.

**Plan**

Western Washington Painters Defined Contribution Pension Plan. The Plan is designated as a profit sharing plan according to the requirements of federal tax law.

**Salary Deferral Contributions**

The amount of your compensation you elect to contribute to the Plan on a pre-tax basis. These contributions are subject to taxation upon distribution. Although the Plan Document provides for potential Salary Deferral Contributions, the Trustees have not implemented this aspect of the Plan and no Salary Deferral Contributions are permitted at this time.



**Western Washington Painters Defined Contribution Pension Plan****Definitions**

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**Special Agreement**

A written agreement between the Trustees and an Employer which obligates the Employer to make contributions to the Plan or under which the Employer agrees to transmit Salary Deferral Contributions to the Plan.

**Trust Agreement**

The agreement entitled Western Washington Painters Defined Contribution Plan Trust Agreement, as amended and restated from time to time.

**Trustee; Trustees; Board of Trustees**

A Trustee or the Trustees designated pursuant to the Trust Agreement together with such Trustee's successor or such Trustees' successors. The term "Employer Trustee" will mean the Trustees appointed by the Employers. The term "Union Trustees" will mean the Trustees appointed by the Union.

**Union**

District Council No. 5 of the Brotherhood of Painters and Allied Trades, or any successors thereto, and any other union that becomes a sponsoring Union in accordance with the terms of the Trust Agreement and enters into one or more Collective Bargaining or Special Agreements requiring signatory Employers to make contributions to the Plan.



**Western Washington Painters Defined Contribution Pension Plan      Other Plan Features**

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**Participation****Employees Eligible to Participate**

Employees working for an Employer under the provisions of a Collective Bargaining or Special Agreement that obligate the Employer to make contributions to the Plan or to transfer Salary Deferral Contributions on behalf of the Employee are eligible to become Participants. Sole proprietors, partners and other self-employed individuals are not eligible to participate in the Plan.

**Becoming a Participant in the Plan**

Beginning January 1, 2018, you become a Participant in the Plan with the first day an Employer is obligated either to make contributions to the Plan or to transfer Salary Deferral Contributions on your behalf.

Prior to January 1, 2018, for purposes of receiving Employer contributions, you became a Participant in the Plan upon completion of 1,000 Hours of Service within an initial “eligibility computation period,” consisting of two consecutive Plan Years. This service requirement was satisfied by Hours of Service for which contributions are required to this Plan, “contiguous” Hours of Service for which no contribution is required (contiguous Hours of Service are hours with an Employer that immediately precede or immediately follow Hours of Service for which a contribution is required), or any combination of the two.

Once you satisfied the eligibility service requirement, your participation was retroactive to the first day of the eligibility computation period. If you died or became totally disabled before satisfying the 1,000-hour requirement, you will be considered to have satisfied the requirement on the preceding day.

**Military Service**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you are entitled to receive make up Employer contributions for periods of military service of less than five (5) years. If you will be entering military service, you must notify both your Employer and the Plan in writing on a form available from the Plan Administrator.

**Your return**

You must, upon the completion of a period of service in the military service, notify the Plan of your intent to return to a position of employment with a contributing Employer. *To receive credit for Plan benefits for the period you were in military service*, submit an application for reemployment with a contributing Employer or return to work no later than the following time limits:

- If your military duty was less than thirty-one (31) days, by the next work day (with an eight (8) hour rest period);
- If your military duty was at least thirty-one (31) days but less than 181 days within fourteen (14) days after the completion of the period of service; or



**Western Washington Painters Defined Contribution Pension Plan      Other Plan Features**

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- If your military duty was 181 days or longer, within ninety (90) days after the completion of the period of service.

Upon return, you must furnish the Plan Administrator with copies of your discharge papers showing the date of induction, date of discharge or termination of duty, and whether the discharge was honorable or not, within fourteen (14) days after returning to work. If you did not receive an honorable discharge, you will not be entitled to Plan credit for the period of your military service.

You are entitled to extend the above time limits if you suffer a service-connected injury or illness and you provide notice of the condition to the Plan Administrator. Please contact the Plan Administrator for more information regarding whether you are eligible to extend the above time limits due to a service-connected injury or illness.

**Make-Up Employer Contributions**

If provided for in the applicable Collective Bargaining or Special Agreement, the amount of Employer contributions to be allocated to your Individual Account for contributions that would have been made during your period of military service will be determined according to the following formula:

- Your total period of military service will be multiplied by the monthly average number of hours you worked for all contributing Employers in the twelve (12) consecutive month period immediately prior to your entry into military service. This will determine the total hours to be credited to you. If you have been employed by contributing Employers for less than twelve (12) months prior to entering military service, the monthly average hours work will be calculated over that shorter period.
- The total hours credited to you will be multiplied by the applicable contribution rate according to the provisions of the Collective Bargaining or Special Agreement. This will determine the total dollars to be credited to your Individual Account.

**Disability or Death During Military Service**

If you do not return to participate in the Plan due to death or disability on or after January 1, 2007, you or your Beneficiary will be entitled to any additional Plan benefits (other than accruals relating to your period of military service) as if you had resumed participation and terminated employment.

**Accumulating Benefits****Vesting in your Account**

“Vesting” means that the benefits in the Plan contributed on your behalf are yours and, generally, cannot be taken away from you.

Once you become a Plan Participant, all contributions made to your Salary Deferral Account and your Rollover Account, if any, and earnings credited to those Accounts are fully vested at all times. Your Employer’s contributions to your Employer Contribution Account become vested after a period of service.



**Western Washington Painters Defined Contribution Pension Plan      Other Plan Features**

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- If you satisfied the Plan's participation requirements that applied prior to January 1, 2018, you satisfied the service requirement at the time that you became a participant. Under those rules, you commenced participation by completing 1,000 hours or more of service over a 2-calendar year "eligibility computation period." Accordingly, immediately upon becoming a participant, you were vested in your Employer Contribution Account.
- If you satisfied the Plan's participation requirements that apply on and after January 1, 2018, you become a Participant immediately, and you become vested in your Employer Contribution Account at the end of a "vesting computation period" in which you complete 1,000 or more hours of service. The vesting computation period is the plan year.

**The Sources of Your Retirement Income**

Your share of the Plan is the amount of money you have accumulated in your Individual Accounts, less your share of the Plan's operating expenses at the time of your retirement or termination from employment. The value of your Individual Account is the amount that will be distributed to you and/or your Beneficiary.

Your Individual Account in this Plan is funded by the following sources:

- Contributions to your Account as provided for in the applicable Collective Bargaining or Special Agreement,
- Salary Deferral ("401(k)") Contributions you direct your Employer to transfer to the Plan,
- Any rollover contributions you make, and
- Investment earnings on those contributions.

**Salary Deferral ("401(k)") Contributions**

If you work under a Collective Bargaining or Special Agreement that permits Salary Deferral or "401(k)" contributions, you choose the amount of your compensation you will contribute on a pre-tax basis. You must designate a portion of your wages to be contributed in whole percentages, not to exceed fifteen percent (15%). This means that no taxes are paid on your contributions and that they grow on a tax-free basis while they stay in the Plan. You are not responsible for any taxes on these amounts until you receive a distribution from the Plan.

**Salary Deferral Contribution Limits**

The Internal Revenue Service determines the annual limit for Salary Deferral Contributions (\$18,500) according to increases in the cost-of-living index. Your contributions may also be limited based on the Plan's nondiscrimination testing. You will be notified if your contributions exceed these limits.

NOTE: At this time, there are no agreements that provide for Salary Deferral Contributions.





## Western Washington Painters Defined Contribution Pension Plan Other Plan Features

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### Rollover Contributions

You may directly rollover to this Plan your benefit account from a qualified retirement plan. Rollovers are subject to the consent and approval of the Trustees. Before accepting any rollover or transfer contribution, the Trustees must determine that the transfer would be permissible under the Plan and applicable law. In order to make that determination, you may be required to furnish the Trustees with documentation from the other plan. You should contact the Plan Administrator if you wish to make a rollover contribution to this Plan. Please note, however, that if you choose to use this option you must rollover the entire balance of your account within a calendar year.

The failure to properly prepare for a rollover or transfer may result in additional tax withholding or penalties to you. Be sure to contact the Plan Administrator and to get proper tax advice from the other plan or your tax adviser before proceeding with this option.

### Investment of Your Account

The Board of Trustees has retained professional investment managers to invest Plan assets. Your Account bears a pro-rata share of those earnings and of the associated advisor and manager fees. You are not required or permitted to direct the investment of your Individual Account.

### Allocation of Plan Expenses

Plan expenses, including expenses for investment consulting, investment management, recordkeeping, administration, legal, accounting and other such costs are netted against the investment returns and Plan contributions.

### Distribution of Benefits

#### When Benefits Can be Distributed

##### Distributions for Retiring Participants

Your benefits can be distributed to you upon one of the following events:

- you terminate employment with all Employers and satisfy the requirements for an Early Retirement Date; or
- you reach your Normal Retirement Date.

##### Distributions for Terminated Participants

One-Time Pre-Retirement 1/3 Distribution. If contributions were made on your behalf for hours of service prior to January 1, 2018, your benefits can be distributed to you after you terminate employment with all Employers prior to your Early Retirement Date if you have not been an active Participant in the Plan for two (2) or more consecutive calendar years. The distribution is determined based on the balance in your Account as of December 31<sup>st</sup> of the third year preceding your request that is attributable to employer contributions, and is limited to the *lesser of*:

- 1/3<sup>rd</sup> of that balance, or
- the balance over \$3,500.

You must contact the Trust Office to initiate such a distribution.





## **Western Washington Painters Defined Contribution Pension Plan**

## **Other Plan Features**

This distribution **is not** available if contributions were first made to the plan on your behalf for hours on or after January 1, 2018.

**Small Accounts.** If you have not worked in any aspect of the painting industry for five (5) or more consecutive calendar years and your Account is \$5,000 or less, your entire Account may be distributed to you prior to your attaining early or normal retirement age. You must contact the Trust Office to initiate such a distribution.

### Distributions for Disabled Participants

You may be entitled to receive a Disability Retirement benefit if you terminate employment with all Employers as a result of bodily injury or disease which wholly and continuously prevents you from engaging in your own occupation or employment as described in a Collective Bargaining or Special Agreement which has existed continuously for five (5) months. Notwithstanding, if the Trustees determine that you have a medically determinable physical or mental impairment which is clearly life-threatening and expected to be terminal, disability may be established prior to expiration of five (5) months.

Any such disability must be established by a physician's written certification of disability in a form that is acceptable to the Trustees. The Trustees will accept an award of disability benefits from the Social Security Administration as conclusive proof of disability.

You must contact the Trust Office to initiate such a distribution.

### Application for Benefits Required

Prior to receiving any distribution under any of the above provisions, you or your Beneficiary in the event of your death must fill out an application for benefits in a form acceptable to the Plan Administrator. See the subsection "Applying for Benefits" under the "Other Plan Features" section of this booklet for more information.

### Election to Defer Retirement

Unless you, with the consent of the Trustees, elect otherwise, distributions to you must begin no later than sixty (60) days after the close of the Plan Year in which either of the following events occur:

- you reach your Normal Retirement Date, or if later
- the first day of the calendar month after the date that you terminate employment with all participating Employers.

### Mandatory Distributions upon Attaining Age 70½

The Plan requires that you must begin receiving your benefits by April 1 of the calendar year following the later of the calendar year in which you reach the age of 70½, or terminate employment with all Employers contributing to the Plan. ***Under federal tax law, you may be subject to a 50% excise tax if you don't begin payment of your benefit by this date.***

Except in the case of this mandatory distribution, you must complete the application form provided by the Plan Administrator and have it approved by the Board of Trustees in order to receive benefits from the Plan.





## Western Washington Painters Defined Contribution Pension Plan Other Plan Features

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### Distribution Under a Qualified Domestic Relations Order

Generally, your benefits in the Plan are payable only to you, your spouse, or your chosen Beneficiary. In certain cases, such as if you divorce, the court may order that a portion or all of your benefits are payable to your ex-spouse or children (referred to as "Alternate Payees" in the court order). If the Plan Administrator determines that the order is a "qualified" domestic relations order (or "QDRO") as defined below, payments will be made to the Alternate Payee as required by that order.

A QDRO is a court order granting an Alternate Payee the right to receive some or all of a Participant's benefits in a retirement plan such as this one. The order must satisfy each of the following requirements:

- It must contain the names and last known mailing addresses for the Participant and Alternate Payee(s);
- It must set forth the amount or percentage of the Participant's benefits that are assigned to the Alternate Payee(s);
- It must describe the period to which it applies, e.g., the period of the marriage; and
- It must specify that it applies to this Plan.

A QDRO may not:

- require the Plan to provide any type or form of benefits it does not otherwise provide;
- require the Plan to pay more benefits than it would if the order did not exist; or
- require the Plan to pay the same benefits to an Alternate Payee which has been assigned to another Alternate Payee by a prior QDRO.

If the Trustees receive such a court order, the Plan Administrator will promptly notify you and any Alternate Payee that the order has been received and will describe the Plan's procedure for determining whether the order is a QDRO.

### Payment Options

If your Individual Account is worth more than \$5,000 when you apply for your distribution, you can receive payment of your benefits in one of several different forms. When you apply for your benefits, you will be given the choice of form of payment. The forms in which you can be paid are as follows:

- **Single life annuity**—a monthly benefit for your life ending on your death.
- **Single life annuity with 120, 180 or 240 monthly payments guaranteed** --a monthly benefit for your life ending on the later of your death or when the guarantee period is completed.
- **Joint and survivor annuity**—a monthly benefit payment for your life and a monthly benefit of 50%, 66-2/3%, 75% or 100% of your benefit continuing to your spouse if you die first.





## Western Washington Painters Defined Contribution Pension Plan Other Plan Features

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- **Contingent beneficiary annuity**—a monthly benefit payment for your life and a monthly benefit of 50%, 66-2/3%, 75% or 100% of your benefit continuing to your designated Beneficiary if you die first.
- **Joint and last survivor annuity**—a monthly benefit payment and a monthly benefit of 50%, 66-2/3%, 75% or 100% of the initial annuity benefit continuing to you or your designated Beneficiary upon your death or that of your designated Beneficiary.
- **Period certain payment**—distribution over a fixed period of years, not exceeding your life expectancy. Amounts payable over a period of fewer than 10 years may be paid to you directly or in a Direct Rollover (see below).
- **Lump sum payment**—all of your Individual Account paid out to you in one payment or in a Direct Rollover (see below).

Default Forms of Payment. If you are married at the time you apply, your benefits will be paid automatically in the form of a 50% joint and survivor annuity unless you waive that form of benefits. Your spouse must sign the application form waiving the 50% joint and survivor annuity and his or her signature must be witnessed by a notary public. If you are unmarried, your benefit will be paid in the form of a single life annuity unless you elect another form of benefit. All annuities will be paid by using your account balance to purchase an annuity contract from an insurer.

Small Accounts. If your benefit is \$5,000 or less at the time you apply, it will be paid only in the form of a single lump sum payment or in the form of a tax-free rollover to an IRA or to another qualified plan, as you choose.

### Direct Rollover

Your benefits from this Plan paid to you, or, in the event of death, your spouse as a single lump sum or a series of payments of a period of less than ten (10) years, are eligible for rollover are paid directly into another qualified retirement plan or an IRA. By doing so, you delay paying taxes on these benefits until you actually receive them. The Plan Administrator will provide you with a further explanation of this option with your application for benefits.

Please consult with a tax advisor prior to choosing the manner in which you would like your benefits under the Plan distributed.

### Direct Rollovers for Beneficiaries Who Are Not Your Spouse

This option allows a Beneficiary who is not your spouse or former spouse to have any portion of an eligible distribution of your Individual Account balance paid directly into an eligible "inherited" IRA that is established for the purpose of receiving the distribution. An inherited IRA is an IRA that is described in Section 408(a) or (b) of the Internal Revenue Code, which is subject to special distribution rules as a result of it being established for your Beneficiary as a result of your death.

### Taxation of Benefits

Whenever you receive a distribution from the Plan, it will normally be taxed as ordinary income. The Plan Administrator will provide you with forms for income tax withholding so that you can direct that part of your payment be forwarded to the IRS toward your tax obligation to help you meet this tax obligation. In certain cases, described below, federal income tax withholding is mandatory.





## Western Washington Painters Defined Contribution Pension Plan Other Plan Features

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There are also some instances in which the IRS imposes excise taxes:

- **Early Distributions Excise Tax.** If you receive benefits prior to the attaining age 59½ and you do not roll the payment over to another plan, you may have to pay an extra 10% early distribution excise tax on that distribution. This additional 10% tax does not apply to your distribution if you retire due to a disability, or if the distribution is made to your Beneficiary as a result of your death.
- **Late Distributions Excise Tax.** On the other hand, if you fail to begin your distributions by your “required beginning date” (generally April 1 following the later of the calendar year in which you reach age 70-1/2 or no longer work in employment covered by Plan), you could be subject to a 50% late distribution excise tax.

These excise taxes are avoidable with good planning.

**Mandatory 20% withholding tax on some benefits.** If you receive an “eligible rollover distribution” (generally a lump sum or a period certain payment over a period of less than 10 years), your distribution is subject to mandatory federal withholding at a rate of 20%. As a result, you will receive only 80% of the total payment and the remaining 20% of the payment will be sent to the IRS as income tax withholding to be credited against your taxes. You may elect additional withholding, but you cannot opt out of mandatory withholding if it applies.

If, instead, you choose to rollover the payment (as described in the section entitled “Direct Rollover” above) the total balance will be transferred directly to an IRA or another qualified retirement plan. No withholding will occur and you will not be taxed until you take it out of the IRA or plan that accepted your rollover.

The Plan Administrator will send you an explanation of withholding and rollover options available to you.

Since tax laws change and everyone’s situation is different, you should consult a tax expert to determine your exact tax liability.

### **Naming a Beneficiary**

When you become a Participant in the Plan, you will be asked to complete a Beneficiary Designation Form. The Beneficiary Designation Form is located in the enrollment packets. If you are not married, you can name anyone you wish to receive your benefit in the event of your death, and you may change your Beneficiary at any time by simply filling out a new form and returning it to the Fund Office.

If you are married, your spouse is automatically your Beneficiary. If you become married after designating a beneficiary, your previous beneficiary designation is automatically revoked and your spouse becomes your Beneficiary. If you are married and have designated your spouse as your beneficiary, but subsequently divorce, that designation is immediately voided.

If you are married and choose someone other than your spouse as your Beneficiary, the written consent of your spouse is required and must be witnessed by either a Plan representative or a



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notary public. If you designate your spouse as your Beneficiary and are subsequently divorced, that designation is automatically revoked.

If you do not complete the Beneficiary Designation Form or your Beneficiary designation is determined to be invalid for any reason, or if your designated Beneficiary does not outlive you, the following classes of persons will be considered your Beneficiary or Beneficiaries in the following order, if they outlive you:

- Your surviving spouse
- Your surviving children, including adopted children (or your children's children if they do not survive you)
- Your surviving parents
- Your surviving siblings
- Your surviving grandparents
- Your surviving uncles and aunts
- Your estate.

**Other Plan Features****Participant Responsibilities**

Most information about this Plan is sent to you by mail. To ensure you receive this information, we need your correct address on file at all times. If you move, it is your responsibility to notify the Fund Office of your new address. You may request a change of address card from the Plan Administrator or the Union office.

If your marital status changes or there are other changes in your personal life which affect the name of your Beneficiary, contact the Fund Office. You may change your Beneficiary at any time by completing a Beneficiary change form available from the Fund Office.

**Assignment of Benefits and Qualified Domestic Relations Orders**

Generally, your benefits may not be assigned or alienated. In other words, your funds in the Plan may not be sold, used as collateral for a loan, given away or transferred. In addition, your creditors may not attach, garnish or secure funds from your Individual Account. Limited exceptions exist for IRS tax liens. An exception to this rule also exists when a court issues a QDRO, as discussed above in the subsection titled *Distribution under a Qualified Domestic Relations Order*.

**Applying for Benefits**

You, or in the event of your death, your spouse or Beneficiary must apply for benefits from the Plan. An application form is available from the Trust Administrative Office. The completed application form and all necessary documents must be delivered to the Trust Administrative Office before any benefits will be paid. Benefits under this Plan will be paid only if the Trustees determine, in their sole discretion, that the applicant is entitled to them.





## Western Washington Painters Defined Contribution Pension Plan Other Plan Features

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If you apply for a benefit other than a Disability benefit, the Plan will generally notify you of the Plan Administrator's determination regarding your application within ninety (90) days after receiving a complete application. Special circumstances may require the Plan to extend this determination period by no more than ninety (90) days.

You will be provided upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

### **Filing a Claim Appeal if Benefits are Denied to You**

If you believe you are entitled to benefits from the Plan or if you disagree with any decision that has been made by the Plan Administrator, you may file a claim appeal with the Trustees. Your appeal must be in writing and must be delivered to the Fund Office within sixty (60) days (or, in the case of a claim for disability benefits, 180 days) after the Plan notifies you that you are not entitled to the benefit(s) you applied for.

An appeal must be in writing, and must be addressed as follows:

Board of Trustees, Western Washington Painters Defined Contribution Pension Trust  
 c/o BeneSys Administrators  
 18300 Cascade Ave. S, Suite 141  
 Tukwila, WA 98188  
 Attention: Appeal of Adverse Benefit Determination

Upon written request, you shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

The Board's review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

If the claim is for a Disability Benefit:

- (i) the Board's review will not afford deference to initial adverse benefit determination and no individual who is either the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual, shall conduct the review ;
- (ii) in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment , the Board shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (iii) the health care professional engaged for purposes of a consultation under paragraph (ii) above shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; and
- (iv) the Board shall identify medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the determination.



**Western Washington Painters Defined Contribution Pension Plan      Other Plan Features**

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The Board shall notify you of the Board's determination on review of your appeal within a reasonable period of time, not to exceed 60 days after receipt of your request for review by the Board, unless the Board determines that special circumstances require an extension of time for processing the claim. If the Board determines that an extension of time for processing is required, the Board shall furnish written notice to you before the initial 60-day period expires. The extension shall not exceed a period of 60 days from the end of the initial 60-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Board expects to render its determination. If the claim is for a Disability Benefit, a period of 45 days, rather than 60 days, applies.

When a final decision is made, the Trustees will send you a letter explaining the decision, the specific reasons for it, references to the Plan provisions on which it is based, and that you have a right to bring a civil action under section 502(a) of ERISA if your appeal is denied. The final decision of the Trustees, made in good faith, is binding on all parties and Beneficiaries of the Plan.

In the event of your death, your Beneficiary may file a claim in the same way as explained above.

**Amendment and Termination**

The Trustees have the right to amend or terminate the Plan at any time. However, in no event will any amendment:

- allow any of the Plan funds or income from those funds, or authorize or permit any part of the Plan assets, to be used for purposes other than the exclusive benefit of the Participants or their Beneficiaries or paying reasonable expenses to operate the Plan;
- cause any part of the Plan assets to revert to the Employers or to the Union, or
- eliminate or decrease a Participant's benefit except:
  - to comply with a change in law affecting Plan qualification, and then, the elimination or reduction may be made only to the extent necessary to comply with such law; or
  - to make *de minimis* changes in the timing of payment of an optional form of benefit.

**Trustee Decisions**

The only parties authorized to answer questions concerning the Plan and the Plan's Trust is the Board of Trustees and the Fund Office. No participating Employer, Employer association, or labor organization, or any individual employed thereby, has any authority in this regard.

In discharging the duties assigned them under the Plan and Trust, the Trustees and their delegates have the discretion and final authority to interpret and construe the terms of the Plan and the Trust Agreement; to determine coverage and eligibility for benefits under the Plan; and to make all other determinations deemed necessary or advisable for the discharge of their duties or the administration of the Plan and the Trust. The discretionary authority of the Trustees and their delegates is final, absolute, conclusive and exclusive, and binds all parties so long as it is exercised in good faith. It is specifically intended that judicial review of any decision of the Trustees and their delegates be limited to an abuse of discretion review.



**Western Washington Painters Defined Contribution Pension Plan****Plan Information****Plan Information****Plan Name**

The name of the Plan is the Western Washington Painters Defined Contribution Pension Plan.

**Plan Number**

The number assigned to this Plan by the Trustees is 001. The Internal Revenue Service and Department of Labor identify this Plan by its name and the number: 91-1406332.

**Type of Plan**

This Plan is known as a profit-sharing 401(k) plan.

**Type of Administration**

The Plan is administered by the Board of Trustees. You may contact the Trustees at:

Board of Trustees  
Western Washington Painters Defined Contribution Pension Plan  
18300 Cascade Ave. S, Suite 141  
Tukwila, WA 98188

The Trustees have engaged BeneSys Administrators, a third-party administrator, to handle some of the administrative requirements of the Plan.

**Service of Legal Process**

The name and address of the agent who the Trustees have appointed for service of legal process is:

McKenzie Rothwell Barlow & Coughran, P.S.  
Attention: Les Coughran  
1325 4<sup>th</sup> Avenue, Suite 910  
Seattle, WA 98101

Also, service of legal process may be made upon any of the Trustees.

**Union**

The name and address of the Union is:

District Council No. 5 of the Brotherhood of Painters and Allied Trades  
6770 E Marginal Way South  
Building E, Suite 321  
Seattle, WA 98108



**Western Washington Painters Defined Contribution Pension Plan****Plan Information****PBGC Insurance**

The Plan is a defined contribution plan providing for an Individual Account for each Participant and for benefits based upon the amount contributed to the Participant's Individual Account, and any income, expenses, gains and losses on such Individual Account. The Plan's benefits are not insured by the Pension Benefit Guaranty Corporation.

**Plan Year**

The Plan year is a 12-month period beginning January 1 and ending December 31.

**Contributing Employers**

The names of the Employers contributing to this Plan are available to Participants and their Beneficiaries at any time by writing to the Trustees or the Fund Office.

If you and your Beneficiaries would like to know if an Employer or employee organization is a contributor to the Plan, you may request that information in writing from the Trustees or the Fund Office.

**Collective Bargaining Agreement**

Contributions to the Plan are made based on collective bargaining agreements. Copies of those agreements may be obtained upon written request and are available for review in the Fund Office and the Union.

**Plan Assets and Management**

The Plan assets are held in a trust fund administered by the Board of Trustees. The Trustees have established several investment funds for the Plan with different investment objectives. The responsibility to invest Individual Account balances among these options lies with each Participant.



**Western Washington Painters Defined Contribution Pension Plan****Your Rights  
Under ERISA****Your Rights Under ERISA****Disclosure**

As a Participant in the Western Washington Painters Defined Contribution Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

**Prudent Actions by Plan Fiduciaries**

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

**Enforce Your Rights**

- If your claim for a pension benefit is denied 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 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



**Western Washington Painters Defined Contribution Pension Plan****Your Rights  
Under ERISA**

not receive them within thirty (30) days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the material 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 Plan Administrator.

- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in 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 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 the costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions**

- If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. Contact information for the Employee Benefits Security Administration and other helpful information may also be found on the EBSA's website at <http://www.dol.gov/ebsa/>. In addition, you may obtain certain publications about your rights and responsibilities under ERISA by calling the toll-free publications hotline.



