

**SUMMARY PLAN DESCRIPTION  
FOR  
GREATER ST. LOUIS SERVICE EMPLOYEES' PENSION PLAN**

September 2018

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## INTRODUCTION

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The GREATER ST. LOUIS SERVICE EMPLOYEES' PENSION PLAN (Pension Plan) was initially established by the Board of Trustees on September 1, 1975. The Pension Plan was last restated effective May 1, 2014.

The following events have occurred which have a major impact on the Pension Plan.

On August 31, 2002, future benefit accruals ceased under the Pension Plan based upon a recommendation of the Plan actuary that this step was necessary to protect the Plan's funding of benefits that were already earned by Participants.

On May 31, 2006, substantially all Employers participating in the Pension Plan withdrew from the Pension Plan and were no longer paying contributions to the Pension Plan pursuant to the terms of Collective Bargaining Agreements with Local Unions of the Service Employees International Union. The last Employers withdrew from the Pension Plan on July 31, 2006. Employers remain obligated and are continuing to make withdrawal liability payments to the Pension Plan. The May 31, 2006 withdrawal of substantially all Employers from the Pension Plan constituted a Pension Plan termination and mass withdrawal.

As a result of the Pension Plan termination, most Participants ceased earning Vesting Service in the Pension Plan after May 31, 2006. The last group of Participants ceased earning Vesting Service after July 31, 2006, when the last Employers withdrew from the Pension Plan.

As a terminated multi-employer pension plan, the Pension Plan will be administered in accordance with the terms of the Plan and the Plan's assets will be used to pay benefits and administrative expenses. The Plan's actuary has projected that by 2021 the Pension Plan's assets will be insufficient to pay for all promised benefits and that it will be necessary to draw upon the Multiemployer Insurance Program of the Pension Benefit Guaranty Corporation (PBGC). Be advised that the PBGC, in its Fiscal Year 2017 Projections Report, indicated that its Multiemployer Insurance Program is likely to become insolvent by the end of 2025, absent changes in the law, rising to a near certainty by 2026. For more information on the PBGC guarantee and the PBGC's Multiemployer Insurance Program, see Section 13.3 on page 21 and visit the PBGC website at <https://www.pbgc.gov/prac/multiemployer>.

We urge you to read carefully this Summary Plan Description (SPD) Section to understand the benefits that are available to you from the Pension Plan. While it is believed that this booklet accurately summarizes the Pension Plan, in the event of any conflict between this Summary Plan Description and the provisions of the Plan Document, the provisions of the Plan Document will govern. See Section 15.1 on page 24 on how to obtain a copy of the Plan Document.

The provisions of the Pension Plan as described in this SPD apply to the Pension Plan after the May 31, 2006 mass withdrawal and Plan termination.

## HIGHLIGHTS OF THE PLAN

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- You must have been covered by a Collective Bargaining Agreement or Participation Agreement requiring contributions to the Pension Plan to be eligible to participate in the Pension Plan or made Voluntary Contributions under the terms of the Plan (see Section 1.1 on page 1 and Section 2.1 on page 2).
- Pension Plan benefits are based on your years of Credited Service (see Section 3.1 on page 3).
- Full vesting for Pension Plan benefits occurred after you had five years of Vesting Service, including three years of Vesting Service after your Employer's Contribution Date (see section 3.2 on page 3).
- Normal Retirement Benefits are payable on your Normal Retirement Date, which is the later of: (1) age 65; or (2) the earlier of five (5) years after you first became a Participant or the date you satisfied the requirements for Vesting (see Section 4.1 on page 6).
- You may retire and apply for Early Retirement Benefits as early as age 60 with a reduced benefit provided you have satisfied the requirements for Early Retirement (see Section 5.1 on page 8).
- If you terminated participation in the Pension Plan, you may be eligible for a Vested Termination Benefit (see Section 6 on page 9).
- If you are Vested and you delay applying for retirement benefits after your Normal Retirement Date, you may be entitled to a Late Retirement Benefit (see Section 7.1 on page 9).
- If you die after completing the requirements for vesting and prior to retirement, your surviving spouse and/or your Dependent Children may be entitled to a Pre-Retirement Death Benefit (see Sections 9.1 and 9.2 on page 10).
- No benefits will be payable under this Pension Plan until a written application has been filed with the Trustees (see Section 11.1 on page 12).
- You must file a pension application so that you will start to receive benefits by April 1 of the year after the later of the year you retire or the year you attain age 70½ (see Section 7.3 on page 10 and Section 11.2 on page 13).
- The Normal Form of payment for unmarried Participants is the Life-No Death Benefit (see Section 11.4 on page 13).
- The Normal Form of payment for married Participants is a Modified Three Years Certain and Life/Joint and Survivor option (see Section 11.4 on page 13).
- Optional methods of payment may be elected with the consent of your spouse if you are married (see Section 11.5 on page 15).

## **PART 1 PAYMENT FOR THE PLAN**

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### **SECTION 1.1 - SOURCE OF CONTRIBUTIONS**

#### **A. Collective Bargaining Agreements and Withdrawal Liability Payments**

Prior to the May 31, 2006 mass withdrawal and Plan termination, the cost of the benefits provided by the Pension Plan was paid for primarily by contributions from various Employers made in accordance with provisions of the Collective Bargaining Agreements between the Employers and Service Employees International Union Local One, Missouri Division (or its predecessor Local 50) and other Locals of the SEIU (Union) which required the Employers to agree to the Trust Agreement establishing this Pension Plan and to pay contributions for work performed by Employees under that Agreement. Since the May 31, 2006 mass withdrawal and Plan termination, the Pension Plan has been funded by the Employers' quarterly withdrawal liability payments.

A Participant or beneficiary, upon written request to the Plan Administrator, will be informed as to whether a particular Employer was a contributing Employer to this Pension Plan. A Participant or beneficiary, upon written request to the Plan Administrator, may also obtain a copy of the last expired Collective Bargaining Agreement requiring contributions to this Pension Plan and a copy is available for examination at the Fund Office.

#### **B. Voluntary Contributions**

Prior to the August 31, 2002 cessation of benefit accruals, you were allowed to make voluntary contributions to remain eligible for benefits and to become fully vested in your Accrued Benefit (see Section 3.2 on page 3). The Pension Plan no longer permits voluntary contributions. With the consent of the Trustees, voluntary contributions were allowed if:

1. Contributions were no longer required to be made on your behalf through no fault of your own or because of an approved leave of absence or because of an approved strike; and
2. You made voluntary contributions at the same rate your employer would have been paying if you were working; and
3. You made voluntary contributions for not more than 78 weeks; and
4. You follow the rules specified by the Plan Trustees when making voluntary contributions.

### **SECTION 1.2 - INVESTMENTS AND PAYMENT OF BENEFITS.**

The money contributed for the Pension Plan is held in trust by the Trustees. The Trustees hold and invest the money and pay Pension Plan benefits to Participants. The Trust Fund is held for the exclusive benefit of Pension Plan Participants and

beneficiaries. The Trustees contract with an investment manager which is instructed to make prudent investments. The Trust Fund assets may only be used for payment of benefits to eligible Employees and beneficiaries and for reasonable expenses of administration.

The value of the Pension Plan's assets at any given time depends upon how much was contributed, how much has been gained through investment return, and how much has been paid out in benefits and for expenses. The benefits provided by the Pension Plan are determined by the Trustees following the advice of an actuary.

## **PART 2 ELIGIBILITY FOR PARTICIPATION IN THE PENSION PLAN**

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### **SECTION 2.1 - ACTIVE PARTICIPATION**

You became an Active Participant in the Pension Plan on the first day your Employer was required to make contributions to the Pension Plan on your behalf provided that you worked an average of 19 hours of Covered Employment per week (988 hours per year). You must have worked at least 988 hours in a Plan Year (September 1 through August 31) to have been considered a Plan Participant. With the last Employer withdrawing from the Pension Plan on July 31, 2006, there are no longer any Active Participants in the Pension Plan.

#### **Covered Employment**

Covered Employment was (1) your employment with an Employer while contributions were required to be made to the Pension Plan on your behalf; and (2) the periods of service you earned by making voluntary contributions to the Pension Plan.

### **SECTION 2.2 - TERMINATION OF ACTIVE PARTICIPATION**

Before the last Employer withdrew from the Pension Plan on July 31, 2006, you were considered an Active Participant if you were employed in Covered Employment. With the withdrawal of all Employers from the Pension Plan, as of July 31, 2006, there are no longer any Active Participants in the Pension Plan.

## **PART 3 SERVICE**

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Two types of service are used under the Pension Plan. The first is Credited Service which determines the amount of the benefits you receive from the Pension Plan. The second is Vesting Service which determines whether or not you are eligible for Pension Plan benefits.

## **SECTION 3.1 - CREDITED SERVICE**

**Benefit accruals and Credited Service ceased as of August 31, 2002.**

The amount of your benefit under this Plan is determined on the basis of your **Credited Service Hours**. Prior to September 1, 2002, Credited Service Hours were earned based on the following rules:

- A. For periods before your Employer's Contribution Date:** If you were regularly employed by an Employer on that Employer's Contribution Date (the date when the Employer was first obligated under a Collective Bargaining Agreement to make contributions to the Pension Plan on your behalf) and your job was considered Covered Employment, you may receive Past Service Credit for all "Credited Service Hours" with that Employer prior to the Contribution Date. If you were eligible for Past Service Credit, you received Credited Service Hours for all Vesting Service Hours worked before your Employer's Contribution Date if you worked in a position considered Covered Employment.
- B. For periods after your Employer's Contribution Date:** You were given 190 Credited Service Hours for each calendar month in which you worked at least one (1) hour in Covered Employment and for which contributions were required on your behalf (except for months in which you receive a monthly pension payment).

Your Credited Service for a Plan Year (September 1 through August 31) will be computed in accordance with the following table:

<b><u>Credited Service Hours In Any Plan Year</u></b>	<b><u>Credited Service</u></b>
1800 or more hours	1.00 year
1370 to 1799 hours	0.75 year
988 to 1369 hours	0.50 year
Less than 988 hours	No credit

You did not receive any Credited Service for a period during which you had a One Year Break-in-Service (see Section 3.3 on page 4).

## **SECTION 3.2 - VESTING SERVICE**

**Vesting Service and Vesting Service Hours ceased on July 31, 2006, when the last Employers withdrew from the Pension Plan.**

- A. Five Year Vesting Rule.** Once you completed five (5) years of Vesting Service (including three (3) years of Vesting Service after your Employer's Contribution Date), you became 100% vested in your Pension Plan benefits (Normal Retirement, Early Retirement, Late Retirement, and Vested Termination Benefit).
- B. Old Ten-Year Vesting Rule.** If you were a Participant who did not earn a Vesting Service Hour after December 31, 1998, you became 100% vested upon completing at least ten (10) years of Vesting Service, or if you were not covered by a Collective Bargaining Agreement upon completing at least five (5) years of

Vesting Service (including three (3) years of Vesting Service after your Employer's Contribution Date).

- C. The amount of your Vesting Service was based on the following rules:
1. One (1) year of Vesting Service was credited for each Plan Year in which you were credited with at least 988 Vesting Service Hours. You were given 190 Vesting Service Hours for each calendar month in which you worked at least one (1) hour for a contributing Employer in the following periods:
    - a. Period of Covered Employment with a contributing Employer.
    - b. Period of employment with a contributing Employer which is immediately before a period of Covered Employment with the same Employers.
    - c. Period of employment with a contributing Employer which is immediately after a period of Covered Employment with the same Employer and provided that the Employer is required to contribute to the Trust Fund for eligible Employees during the period.
  2. No Vesting Service was credited for any period of employment with an Employer after that Employer was no longer party to a Collective Bargaining Agreement requiring contributions to the Pension Plan.
  3. Vesting Service was not less than your years and completed months of Covered Employment.

### **SECTION 3.3 - BREAK-IN-SERVICE.**

A. **Loss of Service Because of One Year Breaks-in-Service.** A One Year Break-in-Service meant any 365-day period following your Date of Termination in which you did not have at least one (1) Vesting Service Hour. If you were zero percent (0%) vested, terminated employment, and incurred consecutive One Year Breaks-in-Service that equals or exceeds the greater of five (5) or the number of Years of Vesting Service credited to you prior to the One Year Breaks-in Service, then all of your prior Credited and Vesting Service was lost.

B. **Exceptions to Breaks-in-Service.**

1. **Break-In-Service Because Of Paternity/Maternity Leave.** If you were absent from work due to a Maternity/Paternity Absence, the Pension Plan counted up to 501 of the Service Hours you would have earned solely for the purpose of determining whether a One Year Break-in-Service occurred. A "Maternity/Paternity Absence" is an absence from work for any period by reason of your pregnancy, by reason of the birth of your child, by reason of the placement of a child with you in connection with your adoption of the child, or for purposes of your caring for such child for a period beginning immediately following such birth or placement.

2. **Break-In-Service Because Of Family and Medical Leave.** If your Employer was subject to the Family and Medical Leave Act of 1993 (FMLA), and if you were on an approved leave of absence, as provided in detailed regulations issued by the Department of Labor, the Pension Plan counted up to 501 of the Service Hours you would have earned solely for the purpose of determining whether a One Year Break-in-Service occurred.
3. **Break-In-Service during a Period of Time Served In the Armed Forces of the United States.** If you had re-employment rights under the Federal Uniformed Services Employment and Re-employment Rights Act (USERRA) and you returned to work with your Employer within the period of time for which you had re-employment rights, then the period of time you served in the Armed Forces of the United States did not result in a One Year Break-in-Service and you will be entitled to Pension Plan benefits during such service as provided by law, provided you notified the Fund Office when you returned to work.

### **SECTION 3.4 - VESTING SERVICE HOURS**

A Vesting Service Hour means each hour as specified below:

- A. Each hour for which you were paid or entitled to payment for the performance of duties in Covered Employment.
- B. Each hour for which you were paid, or entitled to payment, by an Employer on account of a period of time during which no duties were performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, qualified military service or leave of absence. No more than 501 Vesting Service Hours were credited under this paragraph for any 12-month period.
- C. In addition to those hours specified in paragraphs (a) and (b), each hour for which back pay, irrespective of mitigation of damages, was either awarded or agreed to by your Employer. Such Hours of Service shall be credited for the periods to which the award or agreement pertains rather than the periods in which the award, agreement or payment is made. No Hours of Service shall be credited under this paragraph which would duplicate any hours credited under paragraphs (a) and (b).
- D. Vesting Service Hours will be determined on the basis of actual hours for which you were paid or were entitled to payment.
- E. Solely for the purpose of determining whether a One Year Break-in-Service occurred during a computation period, Vesting Service Hours include each hour an Employee would have worked but for an absence covered by the Family Medical Leave Act (FMLA) leave, and each hour for which you otherwise would normally have been credited but for your absence from work for any period:
  1. By reason of your pregnancy;

2. By reason of the birth of your child;
3. By reason of the placement of a child with you in connection with the adoption of such child by you; or
4. For purposes of caring for such child for a period beginning immediately following such birth or placement.

Crediting of Vesting Service Hours under this Subsection E shall be limited to a maximum of 501 hours with respect to any single continuous period during which you performed no duties, and such hours shall be credited to you only in the computation period in which the absence from work began, if you would be prevented from incurring a One-Year Break in Service in such period solely because the period of absence is treated as Vesting Service Hours, or in any other case, in the immediately following computation period.

## **PART 4    NORMAL RETIREMENT**

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### **SECTION 4.1 - WHEN AM I ELIGIBLE FOR A NORMAL RETIREMENT BENEFIT?**

When you reach your Normal Retirement Date, you may elect to retire and begin receiving your Normal Retirement Benefit.

Your **Normal Retirement Date** is the later of:

- A. The date you reach age 65; or
- B. The earlier of:
  1. Five (5) years after you first became a Participant; or
  2. The date you completed five (5) years of Vesting Service (including three (3) years of Vesting Service after your Employer's Contribution Date).

### **SECTION 4.2 - WHAT IS THE NORMAL RETIREMENT BENEFIT?**

Your Normal Retirement Benefit is the larger of:

- A. Your Accrued Minimum Monthly Benefit; or
- B. The amount of Credited Service you earned through your Normal Retirement Date multiplied by the Monthly Benefit level.

Your Normal Retirement Benefit will be determined at the earlier of: (1) the date you left Covered Employment; or (2) August 31, 2002, the date Benefit Accruals ceased.

Your **Accrued Minimum Monthly Benefit** is the Minimum Monthly Benefit below multiplied by a fraction, the numerator of which is your Years of Credited Service as of the earlier of: (1) the date you left Covered Employment; or (2) August 31, 2002, the date Benefit Accruals ceased, and the denominator is the number of Years of Credited Service you would have earned had you worked in Covered Employment until your Normal Retirement Date.

<u>Date of Termination Of Covered Employment</u>	<u>Monthly Benefit Per Year of Credited Service</u>	<u>Minimum Monthly Benefit</u>
Prior to Sep. 1, 1983	\$1.65	\$ 50.00
From Sep. 1, 1983 to Aug. 31, 1985	2.50	70.00
From Sep. 1, 1985 to Aug. 31, 1986	3.00	85.00
From Sep. 1, 1986 to Aug. 31, 1988	4.00	100.00
From Sep. 1, 1988 to Aug. 31, 1989	4.00	105.00
From Sep. 1, 1989 to Aug. 31, 1991	4.25	105.00
From Sep. 1, 1991 to Aug. 31, 2002	4.25	110.00

### **SECTION 4.3 - NORMAL RETIREMENT EXAMPLE**

Mr. Jones became a member of the Union on August 25, 1977 at age 35. He reached age 65 on August 25, 2007 and his Normal Retirement Date was September 1, 2007. Between the date he became a member of the Union and his Normal Retirement Date, Mr. Jones worked continuously in Covered Employment. He earned 25 years of Credited Service as of August 31, 2002, the date Benefit Accruals ceased. Mr. Jones' Monthly Benefit was computed as follows:

(a)	Years of Credited Service as of August 31, 2002:	25
(b)	Monthly Benefit for each year of Credited Service:	\$ 4.25
(c)	Monthly Benefit based on Credited Service ((a) x (b)):	\$ 106.25
(d)	Credited Service Projected to Normal Retirement Date:	30
(e)	Accrued Minimum Monthly Benefit (\$110 x (a)/(d)):	\$ 91.67
(f)	Monthly Normal Retirement Benefit beginning at September 1, 2007 (greater of (c) or (e)):	\$ 106.25

## PART 5 EARLY RETIREMENT

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### SECTION 5.1 - WHEN AM I ELIGIBLE FOR AN EARLY RETIREMENT BENEFIT?

If you reach your 60<sup>th</sup> birthday (Early Retirement Age) and have completed five (5) years of Vesting Service (including three (3) years of Vesting Service after your Employer's Contribution Date), you may elect to receive an Early Retirement Benefit provided that you have retired (separated from service) with your Employer.

### SECTION 5.2 - HOW IS THE EARLY RETIREMENT BENEFIT CALCULATED?

The Normal Retirement section describes the benefits provided by the Plan if you delay retirement to your Normal Retirement Date. If you retire before your Normal Retirement Age, you will not receive the full benefit that would have been payable if you had delayed retirement to Normal Retirement. The benefit that you have earned at any time is referred to as your Accrued Benefit. Your **Accrued Benefit** is computed in the same way as your Normal Retirement Benefit (see Section 4.2 on page 6).

If you satisfy the eligibility requirements for Early Retirement, you may retire and elect to receive reduced benefits beginning on the first day of any month between ages 60 and 65. Your benefits will be reduced by ½% for each month by which your Early Retirement precedes your Normal Retirement Date. Your Early Retirement Benefit will be payable on the first day of the month after you retire early. If you wish, however, you may wait until your Normal Retirement Date to receive an unreduced Normal Retirement Benefit.

### SECTION 5.3 - EARLY RETIREMENT EXAMPLE

Mr. Smith began working for a contributing Employer in Covered Employment on August 1, 1982, at age 24. In June 2018 he reached age 60 and decided to retire early. His Early Retirement Date was July 1, 2018. Assuming that he worked continuously in Covered Employment, he earned 20 years of Credited Service as of August 31, 2002, the date Benefit Accruals ceased. Based on this Credited Service and his age, he meets the eligibility requirements for an Early Retirement Benefit. Mr. Smith's monthly Early Retirement Benefit is computed as follows:

(a)	Years of Credited Service (including Past Service Credit) at Separation:	20
(b)	Monthly Benefit for each year of Credited Service:	\$ 4.25
(c)	Monthly Benefit based on Credited Service ((a) x (b)):	\$ 85.00
(d)	Credited Service Projected to Normal Retirement Date:	35

(e)	Accrued Minimum Monthly Benefit (\$110 x (a) / (d)):	\$ 62.86
(f)	Accrued Monthly benefit payable at Normal Retirement (greater of (c) or (e)):	\$ 85.00
(g)	Early Retirement Factor for payment beginning at age 60 (1.0 - (.005 x 60 months))	.7000
(h)	Monthly Early Retirement Benefit ((f) x (g)):	\$ 59.50

## **PART 6 VESTED TERMINATION BENEFIT**

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### **SECTION 6.1 - WHEN AM I ELIGIBLE FOR A VESTED TERMINATION BENEFIT?**

If you terminated Covered Employment after you completed five (5) years of Vesting Service (including three (3) years of Vesting Service after your Employer's Contribution Date) but prior to reaching your Normal (or Early) Retirement Age, you will be eligible to receive a Vested Termination Benefit.

Your Vested Termination Benefit will begin on your Normal Retirement Date. However, if you wish, you may elect to start receiving your Vested Termination Benefit on the first day of any month after you reach age 60 and prior to your Normal Retirement Date by timely applying to the Administrator for Early Retirement Benefits. If your Vested Termination Benefit begins before your Normal Retirement Date, it will be reduced in the same manner as Early Retirement Benefits described in Section 5.2 on page 8.

## **PART 7 LATE RETIREMENT BENEFIT**

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### **SECTION 7.1 - WHEN AM I ELIGIBLE FOR A LATE RETIREMENT BENEFIT?**

If you are vested in your benefit (See Section 3.2 on page 3) and delay the commencement of retirement benefits past your Normal Retirement Date, you will be entitled to a Late Retirement Benefit.

### **SECTION 7.2 - HOW IS THE LATE RETIREMENT BENEFIT CALCULATED?**

Your Late Retirement Benefit will be based on the amount of Credited Service that you earned and will be actuarially increased to take into account your late benefit start date. Benefits will not be paid retroactively back to your Normal Retirement Date (see Section 11.1 on page 12) unless, with the consent of your spouse if you are married, you are eligible to elect a Retroactive Annuity Starting Date.

## **SECTION 7.3 - MANDATORY STARTING DATE FOR LATE RETIREMENT BENEFITS**

Benefit payments must begin no later than the April 1<sup>st</sup> following the calendar year in which you reach age 70½.

## **PART 8 SUSPENSION OF BENEFITS**

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### **SECTION 8.1 - RE-EMPLOYMENT AFTER RETIREMENT**

As of the Plan termination, May 31, 2006, the Pension Plan no longer suspends benefits if a retired participant returns to employment with an Employer that formerly contributed to the Plan.

## **PART 9 PRE-RETIREMENT DEATH BENEFITS**

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**NOTE:** If you die without a surviving spouse or surviving Dependent Children, no Pre-Retirement Death Benefit will be payable from the Pension Plan.

### **SECTION 9.1 - PRE-RETIREMENT DEATH BENEFIT FOR MARRIED PARTICIPANTS**

- A.** If you are married at the time of your death, a Pre-Retirement Death Benefit will be payable to your surviving spouse if you die:
1. After completing five (5) years of Vesting Service (including three (3) years of Vesting Service after your Employer's Contribution Date) but before benefits commence; and
  2. You and your surviving spouse were married throughout the one-year period immediately preceding your death.
- B.** The Pre-Retirement Death Benefit is a monthly benefit which will be paid to your surviving spouse for her life. The amount of the Pre-Retirement Death Benefit payable to your surviving spouse will be determined as if:
1. You had quit on the date of your death, and you retired on the date benefits are to be paid, and
  2. You had elected the Modified Three Years Certain and Life/Joint and Survivor option designating your surviving spouse as the joint annuitant (see Section 11.4 on page 13).

Payment of the Pre-Retirement Death Benefit will start on the later of the date on which you would have first been eligible to retire or the first of the month following your death, unless your surviving spouse elects to defer payment but no later than your Normal Retirement Date

## **SECTION 9.2 - LIMITED PRE-RETIREMENT DEATH BENEFIT PAYABLE TO SURVIVING DEPENDENT CHILDREN**

- A.** If you die after you have become eligible for retirement benefits (Normal, Early, Late, or Vested Termination) but before payment of such benefits and have no surviving spouse, then a Limited Pre-Retirement Death Benefit will be payable to your surviving Dependent Children (if any) for a limited period of time.
- B.** The amount of the Limited Pre-Retirement Death Benefit payable to your surviving Dependent Children will be determined as if you had retired the day before your death on a single life annuity. If you have more than one (1) Dependent Child, the Limited Pre-Retirement Death Benefit will be split in equal shares among your Dependent Children.
- C.** The Limited Pre-Retirement Death Benefit will end on the earlier of:
  - 1.** Three-years (36 months) of Pre-Retirement Death Benefit payments;
  - 2.** The death of your last surviving Dependent Child; or
  - 3.** The date that your last surviving Dependent Child ceases to qualify as a Dependent Child.
- D.** A **Dependent Child** is defined as a child born to you or legally adopted by you, or your step-child living with you in a normal parent-child relationship. Such child shall be unmarried, primarily dependent upon you for support, and under 19 years of age, or if a student, under 23 years of age.

## **SECTION 9.3 - DEADLINE FOR STARTING PRE-RETIREMENT DEATH BENEFIT PAYMENTS**

Federal law requires that Pre-Retirement Death Benefits be paid (or start to be paid) within certain time limits after your death, depending upon different factors such as who the beneficiaries are. These rules are complicated, and surviving spouses and beneficiaries who may be entitled to benefits should consult with qualified tax advisors.

It is the obligation of each surviving spouse and any beneficiary to make an application for Pre-Retirement Death Benefit that meets the time limits described in the Pension Plan and such other time limits as are permitted by regulations of the Internal Revenue Service. Failure to make a timely application may result in substantial Federal Income Tax penalties.

## **SECTION 9.4 - POSSIBLE PAYMENT TO AN ALTERNATE PAYEE UNDER QDRO**

Another person (e.g., a divorced former spouse) may have a protected interest in your benefit pursuant to a QDRO issued by a court (see Section 13.4, on page 22). A payment under a QDRO can reduce or eliminate the amount available for Pre-Retirement Death Benefits to a current spouse or other designated beneficiary.

## **SECTION 9.5 - ONLY ONE BENEFIT IS PAYABLE**

Only one form of Pre-Retirement Death Benefit is payable, and no Pre-Retirement Death Benefit is payable if any other form of benefit is payable. For example: If you retired at Normal Retirement or Early Retirement, or took a Total and Permanent Disability Benefit, no Pre-Retirement Death Benefit is payable upon your death.

## **PART 10 TOTAL AND PERMANENT DISABILITY**

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With the termination of the Pension Plan on May 31, 2006, there are no longer Active Participants in the Pension Plan and the Plan no longer provides Total and Permanent Disability Benefits to Participants who become disabled after the date of the Plan termination. Active Participants who became Totally and Permanently Disabled before Plan termination are subject to the rules in effect before the Plan termination.

## **PART 11 HOW BENEFITS ARE PAID**

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When you elect to start receiving a benefit, subject to your spouse's consent, you may elect the form in which you want it paid. The Pension Plan contains different payment options because everyone's needs are not the same. If you have a family or others who depend on you for support, you may be interested in payment options that continue income after your death. **BE SURE TO READ THE FOLLOWING CAREFULLY BEFORE YOU MAKE A DECISION.**

### **SECTION 11.1 - APPLICATION FOR BENEFITS**

If you are planning to retire or believe you are otherwise eligible to receive benefits from the Pension Plan, you should contact the Fund Office within 180 days before your **Annuity Starting Date** (the first day of the month when your pension payments start). The Fund Office will provide you with information concerning your benefits, give you the proper application forms, and see that you receive assistance in completing the application.

**NOTE:** If you or your beneficiaries fail to file an application for any benefits due, the benefits will not be paid. If you fail to submit a timely application, benefits will not be paid retroactively for periods prior to the time that an application is filed unless, with the consent of your spouse if you are married, you are eligible to elect a Retroactive Annuity Starting Date back to your Normal Retirement Date.

## **SECTION 11.2 - AGE DEADLINE FOR APPLICATIONS**

You must file an application so that you will start to receive benefits by April 1 of the year after the later of the year you retire or the year you attain age 70½.

## **SECTION 11.3 - WHEN DO BENEFIT PAYMENTS START?**

- A. Your Normal Retirement Benefit will begin on your Normal Retirement Date (see Section 4.1 on page 6).
- B. If you elect to retire early or request early payment of a Vested Termination Benefit, your benefits will begin on the first day of the month following your election of an Early Retirement Benefit (see Section 5.1 on page 8 and Section 6.1 on page 9).
- C. If your retirement is postponed beyond your Normal Retirement Date, Late Retirement Benefits will not begin until you actually retire (see Section 7.1 on page 9).
- D. Pre-Retirement Death Benefits will start on the later of the date on which you would have first been eligible to retire or the first of the month following your death, unless your surviving spouse elects to defer payment but no later than your Normal Retirement Date (See Section 9.1 on page 10).

## **SECTION 11.4 - FORMS OF BENEFIT PAYMENT**

The amount of your benefit will be lower if the payment option provides income for someone else after your death. A reduction is necessary because your benefit may be paid out longer than if it were paid only during your lifetime.

### **A. Normal Form**

The Normal Form of payment for unmarried Participants is the **Life-No Death Benefit**. This form provides you with a monthly benefit for your lifetime. No further payments will be made from the Pension Plan after your death.

### **B. Automatic Normal Form**

If you are not married on your Annuity Starting Date (see Section 11.1 on page 12), your benefit will be paid in the form of a **Three Years Certain and Life Option**, which provides you with a reduced monthly benefit for your lifetime and makes certain that, if you should die before receiving benefits for three years, your beneficiary will receive monthly benefit payments for the rest of that time period.

### **C. Automatic Normal Form for Married Participants**

If you are married on your Annuity Starting, your benefit will be paid in the form of a **Modified Three Years Certain and Life/Joint and Survivor option**, which pays reduced monthly benefits to you as long as you live. If you die *after* receiving three years' payments, one-half of your monthly benefit will be paid to your surviving spouse. If, however, you die *before* receiving three years' payments, your surviving spouse's

benefit will remain the same as the one you were receiving until the balance of the three years' payments are paid and then will be reduced to one-half of your monthly benefit.

**If you are married on your Annuity Starting Date, the Plan Administrator will assume that you have chosen the Modified Three Years Certain and Life/Joint and Survivor option, unless you elect another form of payment and your spouse consents in writing (see Section 11.5 on page 15).**

If neither you nor your surviving spouse survives the three-year period described above, your benefit will be divided equally among your surviving Dependent Children, if any, and payable for the remainder of the three-year period or, if earlier, until your last surviving Dependent Child dies or no longer qualifies as a Dependent Child (see Section 9.2.d on page 11).

**D. Qualified Optional Joint and Survivor Annuity: Modified Three Years Certain and Life/ 75% Joint and Survivor Option.**

If you are married on your Annuity Starting Date, you may, with the written consent of your spouse, elect a Qualified Optional Joint and Survivor Annuity which is a Modified Three Years Certain and Life/ 75% Joint and Survivor Option that will provide you with reduced monthly benefits as long as you live. If you die ***after*** receiving three (3) years' payments, seventy-five percent (75%) of your monthly benefit will be paid to your surviving spouse. If, however, you die ***before*** receiving three (3) years' payments, your surviving spouse's benefit will remain the same as the one you were receiving until the balance of the three years' payments are paid and then will be reduced to seventy-five percent (75%) of your monthly benefit.

If neither you nor your surviving spouse survives the three-year period described above, your benefit will be divided equally among your surviving Dependent Children, if any, and payable for the remainder of the three-year period or, if earlier, until your last surviving Dependent Child dies or no longer qualifies as a Dependent Child (see Section 9.2.d on page 11).

**E. Other Benefit Options.**

1. **Joint & 50% Contingent Annuitant Pension.** This form of payment provides you with a reduced monthly benefit for your lifetime. If you die before your named beneficiary, she or he will continue to receive a benefit equal to 50% of the monthly benefit you were receiving for the rest of her or his life.
2. **Joint & 66% Contingent Annuitant Pension.** This form of payment provides you with a reduced monthly benefit for your lifetime. If you die before your named beneficiary, she or he will continue to receive a benefit equal to 66 2/3% of the monthly benefit you were receiving for the rest of her or his life.
3. **Joint & 100% Contingent Annuitant Pension.** This form of payment provides you with a reduced monthly benefit for your lifetime. If you die

before your named beneficiary, she or he will continue to receive a benefit equal to 100% of the monthly benefit you were receiving for the rest of her or his life.

4. **Ten Year Certain and Life Option.** This form of payment provides you with a reduced monthly benefit for your lifetime and makes certain that, if you should die before receiving benefits for ten years, your beneficiary will receive monthly benefit payments for the rest of that time period.

**F. Lump Sum Option for Small Benefits**

If the present value of any benefit payable to you (or your surviving spouse or your Dependent Children) is less than \$1,000, the Trustees will pay the value of your benefit in a lump sum. Once the Trustees mail a check to the last known address based on the records of the Fund Office, you will be terminated from the Pension Plan. If you do not receive the check you will not be entitled to any interest on the amount of the check.

If the present value of any benefit payable to you (or your surviving spouse or your Dependent Children) is at least \$1,000, but not more than \$1,750, you may elect to receive a single lump-sum payment instead. It is very important to keep the Fund Office advised of the current mailing address for you, your surviving spouse, and your Dependent Children. Benefit checks may be returned if an address is no longer current.

The Pension Plan is required to withhold 20% of any lump sum for Federal Income Taxes if the lump sum is paid directly to you, your surviving spouse or your Dependent Children. Instead of receiving a lump sum payment directly, however, you or surviving spouse may also specify that any lump sum be transferred to another eligible retirement plan (including a personal IRA) by completing the form provided by the Trustees. This is called a "direct rollover" and prevents the lump sum from being taxed in the current year, as well as preventing any "early payment penalty" that may apply under the Internal Revenue Code. You will receive a special notice containing tax information at the time you apply for a lump sum payment.

Effective for distributions made after January 1, 2008, a non-spouse beneficiary seeking a distribution within the first 12 months after your death is eligible to have a Direct Rollover made to an individual retirement account to the extent allowed by law. Such individual retirement account shall be considered to be an "inherited IRA."

**SECTION 11.5 - CONSENT FOR OPTIONAL FORMS OF BENEFIT**

If you are married on your Annuity Starting Date, all forms of payment are subject to your spouse's consent unless you elect the Automatic Modified Three Year Certain and Life/Joint and Survivor option naming your spouse as beneficiary.

You may revoke your election to take another form of payment at any time prior to your Annuity Starting Date. Once you begin receiving benefits, your election is irrevocable and may not be changed.

## **SECTION 11.6 - CHOOSING YOUR BENEFICIARY**

If you are married and want to name someone other than your spouse as your beneficiary, then your spouse must consent to this in writing.

If you do not tell the Pension Plan, in writing, the name of your beneficiary, then any benefit payable to by reason of your death shall be paid in the following order:

- A.** Surviving spouse, if any
- B.** If no surviving spouse, your Dependent Children (see Section 9.2.d on page 11), living at the time of the death, in equal shares;
- C.** If no surviving spouse or Dependent Children, the executor or administrator of your estate;

If you want to name your beneficiaries, you should be sure at all times that the Fund Office has a current list of your named beneficiaries.

## **SECTION 11.7 - QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs) MAY REDUCE BENEFIT**

The assignment of benefits under a Qualified Domestic Relations Order (QDRO) can reduce the benefits payable to you or a subsequent spouse or beneficiary (see Section 13.4 on page 22).

# **PART 12 CLAIMS AND APPEALS**

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## **SECTION 12.1 - CLAIMS PROCEDURE**

Once you have decided which payment option is best for your needs, you must make an election in writing and return the proper application forms to the Fund Office. You will be notified of the status of your claim within 90 days. If longer than 90 days is required to investigate or review an application, you will be notified as to the reason and as to the time when a decision may be expected. Except in the case of Total and Permanent Disability Benefit claims, no decision will be deferred more than an additional 90 days.

If a benefit is denied in whole or in part, you or your beneficiary will receive a written notice which explains the specific reason for the denial, refers to the specific part of the Pension Plan on which the denial is based, describes any additional information necessary to perfect the claim and explains why it is needed, and explains the appeal procedure.

## **SECTION 12.2 - APPEALS PROCEDURE**

If you think you have received less than you are entitled to, or if your claim is denied, in whole or in part, you may appeal, in writing, to the Trustees. In addition, any interested person objecting to an action or failure to act of the Pension Plan (its agents, Trustees, or Employees) or for any other matter whatsoever must file an appeal in writing. All of

these persons will be considered as a claimant under this Appeal Procedure. The rights of an appealing party may be exercised by a representative who has been authorized by the appealing party to act on his behalf.

The appeal must be filed not later than 90 days after you receive written notice of denial of your claim; or, if the appeal relates to some other action, or failure to act, within 90 days from the date of such act or failure to act. Use of this appeal procedure is mandatory.

The person appealing (you, your beneficiary, or authorized representative) has the right to review all pertinent documents relating to the claim and may submit additional materials in support of the claim. The Trustees may hold a hearing on your appeal, either at your request or theirs. You will be given at least ten days' notice of such a hearing. If no hearing is to be held, a decision will be made within 60 days after the filing of an appeal. If special circumstances require additional time, or if a hearing is to be held, there will be a decision within 120 days after the filing of the appeal. If a decision will require more than 60 days, the party appealing will be so notified in writing, with a statement as to the reasons for additional time.

A written decision will be prepared deciding the appeal which will include findings of fact and conclusions. If the Trustees have designated a party or parties to decide the issues, the Board of Trustees may review (and may change) the decision. The decision will be mailed to the party appealing, by certified mail. If the decision is adverse, it will include: specific reason or reasons for the adverse determination; reference to the specific Pension Plan provisions on which a benefit determination is based; a statement that you are entitled to receive upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the claim for benefits; and a statement of your right to bring a court action under Section 502(a) of ERISA. Note, however, that you may not file legal action to recover benefits against the Pension Plan or any other related party until all the claim appeal procedures have been followed.

## **SECTION 12.3 – CLAIMS AND APPEALS INVOLVING TOTAL AND PERMANENT DISABILITY BENEFITS**

### **A. Claims**

Claims involving Total and Permanent Disability Benefits will be resolved as soon as possible but no later than 45 calendar days of receipt of the initial claim. If the initial claim does not contain all the necessary information or if for other reasons beyond the control of the Pension Plan the claim cannot be resolved within that 45-day period then the Pension Plan can extend the time period for an additional 30 days. The Pension Plan may extend the time to resolve your claim for only two (2) additional 30-day periods.

If the Pension Plan needs to extend the time period to resolve your claim you will receive a notice of the extension explaining the standards for entitlement to the benefit, why an extension is needed (what issues are unresolved), and what additional information is needed. If additional information is needed you will have at least 45 days to supply the information. The period of time to make a determination (the original time and the up to two (2) additional periods), however, may be tolled if the Pension Plan requests

additional information from you. The Pension Plan may have you examined in connection with your claim.

If your claim is denied in whole or in part you (or your authorized representative) will be notified in writing, in a culturally and linguistically appropriate manner (as described in 29 C.F.R. § 2560.503-1(o)) that is calculated to be understood by you. The written denial will include:

1. The specific reason(s) for the denial;
2. A reference to the applicable section of the Pension Plan Document on which the denial is based;
3. An explanation of the basis for disagreeing with or not following:
  - a. The views presented by you or the health care professionals treating you and the vocational professionals who evaluated you;
  - b. The views of any medical or vocational experts whose advice was obtained on behalf of the Pension Plan in connection with your claim, without regard to whether the advice was relied upon in making the adverse determination; or
  - c. Any disability determination made by the Social Security Administration;
4. The specific internal rules, guidelines, protocols, standards or other similar criteria of the Pension Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
5. A description of any additional information necessary to perfect the claim and an explanation of why it is needed; and
6. An explanation of the steps to be taken to appeal the claim denial, including the right to bring a civil action under ERISA following an adverse determination on review.

**B. Appeals**

If your claim involving Total and Permanent Disability Benefits is denied in whole or in part (if your claim is granted for less benefits than requested) then you (or your authorized representative) have 180 days to file an appeal of that adverse determination. In preparing your appeal, you may request copies of all information relied on by the Pension Plan in making the adverse determination including any internal rule, guideline, protocol or other criteria. There is no charge to you for these copies. You may also supply additional medical or other information in support of your claim. You may request a personal appearance on the appeal, which request may or may not be granted by the Trustees.

Your appeal should be filed, in writing, with the Fund Office. Use of this appeal procedure is mandatory. Your appeal will be reviewed by the Trustees, (or an authorized committee or representative of the Trustees), who are fiduciaries of the Pension Plan and not the persons who made the original determination on your claim or subordinates of those persons. If the Trustees have designated a party or parties to decide the issues, the Board of Trustees may review (and may change) the decision.

If the adverse determination on your claim was based in whole or in part on a medical judgment then the Trustees shall consult with an appropriately trained health care professional with experience in the relevant field of medicine who was not consulted in making the initial determination on your claim. Any decisions regarding the hiring, compensation, termination, promotion, or other similar matters with respect to any individual involved in any decision made pursuant to this appeals procedure may not be made based upon the likelihood that the individual will support the denial of benefits.

The Trustees (or Committee or representative) will review all information related to your claim including everything you submit whether or not that information was considered in the original determination. If, in considering an appeal, the Trustees become aware of any new or additional evidence that was considered, relied upon, or generated by the Plan in making the adverse determination or any new or additional rationale for making the adverse determination, copies of such new or additional evidence or rationale will be provided to you (or your authorized representative) as soon as possible.

The Trustees (or Committee or representative) will issue a decision in writing, in a culturally and linguistically appropriate manner (as described in 29 C.F.R. § 2560.503-1(o)) that is calculated to be understood by you (or your authorized representative), within 45 calendar days after receipt of the written statement constituting the appeal. If the Trustees need additional information you will have at least 45 days to provide that information. In addition, if special circumstances require an extension of time for processing the appeal then the Pension Plan will notify you of the reason for the extension within the initial 45-day period. This extension can be for no more than 45 days. The period of time to make a determination (the original time and any extension), however, may be tolled if the Trustees request additional information.

A written decision will be mailed to you (or your authorized representative). If the decision is adverse, it will include:

- 1.** The specific reason or reasons for the adverse determination;
- 2.** A reference to the specific sections of the Pension Plan Document on which an adverse determination is based;
- 3.** An explanation of the basis for disagreeing with or not following:
  - a.** The views presented by you or the health care professionals treating you and the vocational professionals who evaluated you;
  - b.** The views of any medical or vocational experts whose advice was obtained on behalf of the Pension Plan in connection with your claim, without regard to whether the advice was relied upon in making the adverse determination; or

- c. Any disability determination made by the Social Security Administration;
4. The specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Pension Plan do not exist;
5. A statement that you are entitled to receive upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the claim for benefits; and
6. A statement of your right to bring a court action under Section 502(a) of ERISA.

Note, however, that you (or your authorized representative) may not file legal action to recover benefits against the Pension Plan or any other related party until all the claim and appeal procedures have been followed.

#### **SECTION 12.4 - BENEFITS DUE TO A MINOR OR INCOMPETENT PERSON**

If you (or your beneficiary) are legally incapable of receiving your benefit, the Pension Plan can pay the benefit to a legal guardian. If a guardian has not been appointed, the benefit can be paid to a spouse, child, or other person or institution the Trustees believe is responsible for care. Payments so made shall be a complete discharge of the Trustees' obligation and the Trustees shall not be liable for the application of the money so paid.

#### **SECTION 12.5 - TRUSTEES' AUTHORITY TO INTERPRET THE PENSION PLAN**

The Trustees have the discretionary authority to rule on all benefit claims and other issues related to the Pension Plan including the interpretation of Pension Plan Documents and the resolution of issues of fact, and their decisions shall be final and binding. In the application and interpretation of this Summary Plan Description, the Pension Plan, the Trust Agreement, and forms and regulations, the decisions of the Board of Trustees shall be final and binding on all parties - including but not limited to Employees, Employers and the Union, and retirees and beneficiaries.

#### **SECTION 12.6 - LIMITATIONS ON AUTHORITY**

No agent, representative, officer, employee or other person from the Union or any Employer, nor any individual Trustee has any authority to speak on behalf of this Trust Fund. If you have any questions pertaining to this Pension Plan, the Trustees will try to assist you by referring you to the pertinent provisions in this booklet or in other Pension Plan Documents.

Neither the Trustees nor anyone else has authority to act contrary to the Pension Plan Documents. Matters that are not clear and which require interpretation should be referred to the Board of Trustees at the address shown in Section 16.6 on page 27.

## **SECTION 12.7 - OBLIGATION TO FURNISH INFORMATION**

Participants, beneficiaries and the Employers are required to furnish the Trustees with such information as will aid the Trustees in the administration of the Pension Plan and Trust, including but not limited to all pertinent data on Employees for purposes of determining their status under the Pension Plan.

## **SECTION 12.8 - RESTRICTIONS ON LAWSUITS**

If any appeal, including appeals of claims for Disability Benefits, is denied you have a right to bring a civil action under Section 502(a) of ERISA. Use of the Pension Plan's Appeal Procedures is mandatory. No court action may be brought against the Trustees or against the Plan by any party until the Pension Plan's Appeal Procedures have been exhausted. Any action by any Participant, Beneficiary, Alternate Payee, Employer or other third-party relating to or arising under the Pension Plan shall be brought only in the venue where the Pension Plan is administered which is the United States District Court for the Eastern District of Missouri.

# **PART 13 SITUATIONS THAT MAY AFFECT PLAN BENEFITS**

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## **SECTION 13.1 - PENSION PLAN TERMINATION**

The Pension Plan was terminated by the Trustees due to the mass withdrawal of substantially all Employers participating in the Pension Plan on May 31, 2006. All Plan assets will be used for the exclusive benefit of Participants or their beneficiaries or to satisfy the reasonable expenses of Plan administration. The Plan's actuary has projected that the Plan's assets will be insufficient to pay for all promised benefits under the Pension Plan and that it will be necessary to draw upon the insurance program of the Pension Benefit Guaranty Corporation. See Section 13.3 below.

## **SECTION 13.2 - THE PENSION PLAN MAY BE CHANGED**

The Trustees are authorized to amend the Plan Document and Trust Agreement at any time and in any manner. Such amendments may be retroactive to the extent permitted by law. Such amendments may reduce benefits or impose additional conditions or requirements for benefits, but no change may reduce a Participant's interest in the Pension Plan which is vested and nonforfeitable except to the extent provided in the Internal Revenue Code, ERISA, or any other law.

Benefits are based on actuarial estimates as to the funds that will be available from Employer contributions, investment income, expenses, ages of Participants, expected forfeitures and other factors. In the event that the assets of the Pension Plan should become insufficient, in the judgment of the Trustees, benefits may be reduced.

## **SECTION 13.3 - INSURANCE ON BENEFITS BY PBGC**

Your pension benefits under this multiemployer Pension Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer

plan is a collectively bargained pension arrangement involving two or more unrelated Employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33.

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

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Pension Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the Pension Plan terminates or (ii) the time the Pension 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 Pension Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

### **SECTION 13.4 - QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs)**

If you become divorced or legally separated from your spouse, benefits which you have earned may be assigned to your former spouse or your dependents. Such assignments may only be done pursuant to an order, entered by a state court of competent jurisdiction, which is found by the Plan Administrator to be a Qualified Domestic Relations Order. The Plan Administrator has established procedures for handling such orders and payments under them. The Plan Administrator will furnish a description of these Pension Plan procedures, without charge, upon request.

### **SECTION 13.5 - CAN CREDITORS RECEIVE PAYMENTS FROM THE PENSION PLAN?**

No. Participants and beneficiaries may not assign, transfer, sell or pledge their right to benefits from this Pension Plan. In addition, Participants' and beneficiaries' benefit payments, right to benefit payments, or interest in this Pension Plan are generally not subject to seizure or attachment by creditors. However, the Pension Plan is required by

law to recognize and make payments pursuant to a proper Qualified Domestic Relations Order (QDRO) (see Section 13.4, above) and certain federal tax levies.

## **PART 14 CIRCUMSTANCES WHICH MAY LIMIT YOUR BENEFITS**

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Under certain conditions your benefits may be denied, reduced or suspended. These conditions are as follows:

### **SECTION 14.1 - TERMINATION BEFORE VESTING**

If you terminated participation before you became vested, you are entitled to no benefits. No vesting occurred during Plan Years in which you completed fewer than 988 Vesting Service Hours (see Section 3.2 on page 3).

### **SECTION 14.2 - FAILURE TO ACQUIRE CREDITED SERVICE HOURS**

If you failed to acquire 1,800 or more Credited Service Hours in any year, you will receive a fractional year of Credited Service for that year and your Accrued Benefit will be smaller (see Section 3.1 on page 3).

### **SECTION 14.3 – BREAK-IN-SERVICE**

Your years of Credited Service and Vesting Service may be affected if you had a One Year Break-In-Service (see Section 3.3 on page 4).

### **SECTION 14.4 - FAILURE TO NOTIFY OF ADDRESS**

If you or your beneficiaries fail to keep a current address on file with the Fund Office, you may fail to receive information vital to your benefit rights with respect to Pension Plan changes, procedures, and other matters.

### **SECTION 14.5 - FAILURE TO MAKE TIMELY APPLICATION**

If you or your beneficiaries fail to make application for any benefit due, the benefits will not be paid. If you fail to submit a timely application, benefits will not be paid retroactively for periods prior to the time that an application is filed unless, with the consent of your spouse if you are married, you elect a Retroactive Annuity Starting Date (see Section 11.1 on page 12).

### **SECTION 14.6 - RECOVERY FROM TOTAL AND PERMANENT DISABILITY**

Total and Permanent Disability Benefits will be terminated on the date the Trustees determine that you that you have recovered and are no longer Totally and Permanently Disabled.

## **SECTION 14.7 - DEATH PRIOR TO ELIGIBILITY FOR PRE-RETIREMENT DEATH BENEFIT**

If you die prior to the time you are eligible for a Pre-Retirement Death Benefit, your surviving spouse or Dependent Children will not have any right to a Pre-Retirement Death Benefit (see Part 9 starting on page 10).

## **SECTION 14.8 - FAILURE TO RETURN TO COVERED EMPLOYMENT AFTER MILITARY SERVICE**

If you entered U.S. military service and failed to return to Covered Employment within the time frames required by USERRA, you may have lost credit for Vesting and benefit purposes.

## **SECTION 14.9 - PENSION PLAN CHANGES**

If the Pension Plan is amended so as to change the benefits or any of the terms or conditions under which benefits are paid, benefits may be reduced or otherwise changed (see Section 13.2 on page 21).

## **SECTION 14.10 - PENSION PLAN TERMINATION**

Because the Pension Plan has been terminated benefits may be reduced or otherwise changed. Benefits may be reduced if the assets of the Pension Plan are insufficient to pay all benefits (see Section 13.1 on page 21).

## **SECTION 14.11 - QDROS MAY REDUCE BENEFIT**

A payment under a Qualified Domestic Relations Order (QDRO) can reduce or eliminate the amount available for a Pre-Retirement Death Benefit to your surviving spouse or other designated beneficiary (see Section 13.4 on page 22).

# **PART 15 ERISA RIGHTS**

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As a Participant in the Greater St. Louis Service Employees' Pension Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Pension Plan Participants shall be entitled to:

## **SECTION 15.1 - RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS**

- A.** Examine, without charge, at the Fund Office, all documents governing the Pension Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 series) filed by the Pension Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- B.** Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Pension 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.

- C. Receive a summary of the Pension Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- D. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stopped working under the Pension Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. The statement must be requested in writing and is not required to be given more than once every 12 months. The Pension Plan must provide the statement free of charge.

## **SECTION 15.2 - PRUDENT ACTION BY PLAN FIDUCIARIES**

In addition to creating rights for Pension Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Pension Plan, called "fiduciaries" of the Pension Plan, have a duty to do so prudently and in the interest of you and other Pension 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.

## **SECTION 15.3 - 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 Pension Plan documents or the latest annual report from the Pension 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 Pension 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 Pension Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Pension Plan fiduciaries misuse the Pension Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the 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.

## **SECTION 15.4 - ASSISTANCE WITH YOUR QUESTIONS**

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

## **PART 16 FACTS YOU MAY NEED**

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The following summary data is furnished so that you may properly request information or refer to the Pension Plan:

### **SECTION 16.1 - PLAN NAME**

Greater St. Louis Service Employees' Pension Plan

### **SECTION 16.2 - PLAN IDENTIFICATION NUMBERS**

The IRS Identification No. is EIN 43-6199572. The Plan Number is 001.

### **SECTION 16.3 - TYPE OF PLAN**

The Plan is a defined benefit pension plan.

### **SECTION 16.4 - PLAN YEAR**

The Plan's fiscal year runs ends on August 31.

### **SECTION 16.5 - PLAN ADMINISTRATOR AND PLAN SPONSOR**

The Plan Administrator and Plan Sponsor maintaining the Pension Plan are the Board of Trustees of the Greater St. Louis Service Employees' Pension Plan. The current Trustees are:

#### **Labor Trustees**

Nancy E. Cross  
SEIU Local One, Missouri Division  
2725 Clifton Avenue  
St. Louis, Missouri 63139

Jennifer Disla  
SEIU Local One, Missouri Division  
5585 Pershing Avenue, Suite 170  
St. Louis, Missouri 63112

#### **Management Trustees**

Mitchell Keller  
ABM Janitorial Services  
500 S Ewing Avenue, Suite A  
St. Louis, Missouri 63103

## **SECTION 16.6 - TYPE OF ADMINISTRATION**

The Pension Plan is administered by the Board of Trustees. The day-to-day business of the Pension Plan is administered by the Fund Office located at:

Greater St. Louis Service Employees Pension Trust  
5585 Pershing Avenue, Suite 170  
St. Louis, Missouri 63112  
Telephone: 314 361-2750

## **SECTION 16.7 - AGENT FOR SERVICE OF LEGAL PROCESS**

Service for legal process should be served upon the Administrative Manager of the Fund Office at the address listed above. Service for legal process may also be served upon any Trustee.

## **SECTION 16.8 - IMPORTANCE OF CONTACT WITH THE FUND OFFICE**

You should be receiving written information about this Pension Plan annually. If you do not receive it, check with the Fund Office to make sure that the Fund Office has your current address. If the Fund Office does not have a correct address, you may not receive important information about the Pension Plan and your rights.

## **SECTION 16.9 - GENDER**

Any reference to the masculine gender also applies to the feminine gender.