

**TOC- WOODWORKERS, IAM  
DEFINED CONTRIBUTION PLAN AND TRUST**

**SUMMARY PLAN DESCRIPTION**

**JANUARY 1, 2015**

This booklet is designed to give you an understanding of your retirement benefits under the TOC-Woodworkers, IAM Defined contribution Plan and trust (the “Plan”) as updated and restated as of January 1, 2015. The Plan was originally effective on June 1, 1986.

The first part of this booklet is a Summary Plan Description of your Plan’s important points. This is followed by the complete text of the Plan and Trust Agreement which governs the Plan’s operation and administration.

This booklet explains who is eligible for benefits, how to participate in the Plan, when your participation begins and ends, the benefits available to you and your beneficiary, how to file a claim and your legal rights. Read it carefully to become familiar with this important source for your retirement income. Keep this information with your important papers for future reference. If you are married, you should also share this information with your spouse. If you have any questions about the Plan, or if you are nearing retirement, contact the Administrative Office:

### **CONTRACT INFORMATION FOR THE PLAN’S ADMINISTRATIVE OFFICE**

TOC-Woodworkers, IAM Defined Contribution Plan and Trust  
c/o A&I Benefit Plan Administrators  
1220 S.W. Morrison St, Suite 300  
Portland, OR 97205-2222  
Phone: (503) 224-0048  
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The benefits described in this summary apply to those Participants eligible to participate under the Plan who work for a participating employer.

We have tried to make this SPD as complete, accurate and up-to-date as possible. However, the SPD is based on a Plan and Trust Agreement that is also included in this booklet. As you review both sections of this booklet, keep in mind that if there are any discrepancies between the descriptions in this SPD and the Plan and Trust Agreement, the Trust Agreement will always govern. In addition, you and your beneficiaries should not rely on any oral description of the Plan or benefits because the written terms of the Plan will always govern. To the extent not delegated, the Plan Trustees have the authority to interpret the SPD and the Plan and Trust Agreement.

This booklet contains a summary in English of your rights and benefits under the Plan. If you have difficulty understanding any part of the booklet, contact the Administrative Office (noted above) for assistance.

## **INTRODUCTION**

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For most of us, when we retire we draw on three types of financial resources: Social Security, personal savings, and a retirement plan where we work.

To help you supplement your other sources of retirement income, the Plan allows you to save for retirement through two plans:

1. Defined Contribution Plan (employer contributions made to your Plan account)
2. 401(k) Plan (pre-tax salary deferrals you make to your Plan account)

Some employers offer employer contributions while others offer employer contributions and a 401(k) plan option. Contact the Administrative Office to find out which is available to you. With both options, you have an individual account with employer contributions that may be added to your account each month as determined by collective bargaining agreements. If your employer has elected to participate in the 401(k) plan option, you can also make pre-tax salary deferrals to your account.

Generally, once you are vested, your account balance is payable at:

- Normal retirement (age 65);
- Early retirement (age 55);
- Disability (any age);
- Death; or
- Termination of employment (only for the 401(k) plan option).

This introduction is a brief general description of your retirement benefits. The following sections provide a more detailed summary of your benefits, which you should read. Please contact the Administrative Office if you have any questions.

## **SUMMARY OF DEFINED CONTRIBUTION PLAN PROVISIONS**

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### **Eligibility**

You are eligible to participate in the Plan after you have completed 750 hours of service for a participating employer within 12 consecutive months from the date you first worked for a participating employer. If the 12 consecutive months overlap two different Plan years (June through May), then you will become eligible in the second Plan year. You can then earn a year of service in that second Plan year if you have at least 300 hours reported on your behalf.

If you do not complete 750 hours of service during that initial 12-month period, then you become eligible in the first Plan year in which you complete 750 hours.

If you are a former vested Participant who experienced a break in service, you are again eligible to participate after you have completed one hour of service for a participating employer.

You also may have become eligible if your employer had elected to participate in the Plan and you were an active Participant in the prior plan (Timber Operators Council, Inc.-I.W.A. Pension Plan). Then, you automatically became a Participant in the Plan, if you had at least one hour of benefit service after May 31, 1984 and before June 1, 1986, had not retired or died before May 1, 1986, and were vested either by the terms of the prior plan or because of that plan's termination.

### **Participating Employer Contributions**

Your participating employer contributes to your account based on your compensable hours. You will be credited with your employer's contribution in a Plan year if you have at least 300 hours of service in that Plan year, after you are eligible to participate in the Plan.

The amount contributed by your employer to your account is determined by a collective bargaining agreement. The maximum dollar limit on annual employer contributions and forfeitures to your account for the 2015 Plan year is the lesser of \$53,000 or 100% of your annual compensation. This limit may change from year to year. You can contact the Administrative Office for the updated limits.

### **Benefit Hours of Service**

A "Benefit Hour of Service" is an hour of service for which your employer is required to make a contribution to the Plan on your behalf.

## **Eligibility Hours of Service**

“Eligibility Hours of Service,” which is not part of benefit hours of service, will be used in addition to benefit hours of service in determining your qualification for, and the vesting of, your benefits. Benefits under the Plan are based only on your benefit hours of service and not eligibility service. Eligibility hours of service is employment with a participating employer in a job classification for which contributions are not required to be made for you provided you move, with the same employer and without a termination of employment, to or from a job classification for which contributions are required. Eligibility service also includes your employment as a union official or representative if, after participation, you were granted a leave of absence to act as a union official or representative under the collective bargaining agreement by the last participating employer required to contribute to the Plan on your behalf.

You will receive 190 eligibility hours of service for each full calendar month of employment.

## **Vesting Service**

*“Vesting Service” determines your eligibility for retirement benefits. You are 100% vested in your account balance determined at the close of each Plan year when:*

- You have a total of five years of vesting service;
- You have at least two years of vesting service, but your employment is terminated by the shutdown or discontinuance of a plant or department which is certified by the Board;
- You reach age 65 without a break in service (five consecutive Plan years with less than 300 hours of service in each Plan year).

For example, even if you terminate your employment before retirement age, you will be eligible to receive payment of your account balance at age 55 or older if you have at least five years of vesting service when you terminate. If you terminate your employment before you have five years of vesting service, your account will be forfeited after five one-year breaks in service. The money in forfeited accounts is distributed to all other eligible Participants (also see “Break in Service” section). Your vesting service is determined as follows:

- One year is credited if you earn at least 750 hours of vesting service (explained below) during a Plan year (June 1 through May 31);
- Your years of vesting service will include your years credited under Timber Operators Council, Inc.- I.W.A. Pension Plan (the defined benefit plan) prior to June 1, 1986, if you were initially eligible for the Plan on June 1, 1986.

## **Hours of Vesting Service**

Generally, you will earn credit for each hour for which you are paid, including your vacation, holiday and other paid hours (bonus hours are not included). You may also receive vesting service credit, if:

- You are working for a participating employer in a job classification for which contributions are not required and you move (without a termination of employment) into a job classification with the same employer that requires contributions be made on your behalf.
- You are working for a participating employer in a job classification for which contributions are required and you move (without a termination of employment) into a job classification with the same employer for which contributions are not required to be made on your behalf.
- You are granted a leave of absence by a participating employer to act as a union official or representative provided you are a Participant in this Plan or the prior plan (the Timber Operators Council, Inc. - I.W.A. Pension Plan).

## **Break in Service**

A one-year break in service will occur if you are not credited with at least 300 hours of vesting service in a Plan year. If you have five consecutive one-year breaks in service before you have accumulated five years of vesting service, and if you are re-employed after a break that lasts at least five consecutive Plan years, benefits and hours that you have earned before the break in service are not counted for any purpose under the Plan and you will be considered a new Participant. You will not incur a break in service if:

- You are off work because of qualified military service;
- You are serving as an official or representative of District LodgeW24, IAMAW or a Local Lodge;
- You are on a leave of absence because of disability;
- You are on a maternity or paternity leave of absence; the maximum leave of absence will be one Plan year.

## **Your Account Balance**

All benefits paid by this Plan are determined by the balance in your Plan account.

Each month contributions are credited to your account when they are actually received. Your account is credited with any investment earnings on your account balance and on monthly contributions after they are credited to your account. Your account may also be credited with a portion of forfeitures from employees who have incurred five, one-year breaks in service. Your account is reduced by investment losses and Plan expenses.

At the end of each Plan year (May 31st), the Plan will determine:

- If you met the 750 hours of service rule and thereby are initially eligible to participate in the Plan; and
- if you had at least 300 hours of service in that Plan year.

If you retire on or after age 55, become totally disabled, die, or are involved in a plant closure certified by the Board during the Plan year, you are entitled to employer contributions for that Plan year even if you have not completed 300 hours of service.

## **SUMMARY OF 401(k) OPTION**

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### **Eligibility**

The eligibility provisions of the 401(k) option are the same as for employer contributions, except as noted below. You are eligible if your employer offers this option.

### **Your Contributions**

You may choose to defer a portion of your salary to your 401(k) account up to the maximum amount allowed by the Internal Revenue Code. Your contributions are deducted from your paychecks before income taxes are withheld. However, Social Security (FICA and Medicare) taxes continue to apply to your 401(k) contributions to the Plan. Before-tax contributions offer you several advantages:

- You defer current federal income taxes and, in most cases, current state and local taxes on the money you contribute. You do not pay these taxes until you take the money from your 401(k) plan account.
- It reduces your current income tax payment since the amount of taxes withheld from your paychecks is based on a smaller amount.

### **Catch-up Contributions**

“Catch-up” contributions are deferrals that can be made to the Plan, in addition to regular 401(k) contributions. In order to make catch-up contributions, you must:

- be eligible to make 401(k) deferrals under the Plan; and
- be precluded from making any additional 401(d) deferrals because of a statutory or Plan limit (for example, you make deferrals up to the regular 401(k) limit noted below); and
- attain age 50 by the end of the plan year.

### **401(k) and Catch-up Deferral Limits**

Plan Year beginning in:	401(k) deferral limit:	Catch-up limit
2015	\$18,000	\$6,000

### **Participating Employer Matching Contributions**

If your employer offers the 401(k) option, your employer may offer to match your contributions up to a maximum percentage. Contact your Administrative Office to find out if your 401(k) option provides employer contributions.

## **Vesting Service**

You are always 100% vested in your 401(k) contributions, any rollovers you make to the Plan (see below) and any investment earnings on the money in those accounts. This means you have the right to receive your benefit according to the 401(k) rules.

If your employer matches your 401(k) contributions, you automatically become 100% vested in employer contributions after three years of Vesting Service. The computation period for calculating vesting is the 12 consecutive months before and after the day you first perform an Hour of Service.

## **Your Account Balance**

All benefits paid by the 401(k) option are determined by the balance in your account. Each month contributions are credited to your account when they are actually received. Your account is credited with any investment earnings on your account balance and on contributions that were credited to your account.

## **Payment of Your Account Balance**

Your 401(k) account balance is payable on termination of employment in addition to the times that apply to payment of your employer's contributions.

## **PAYMENT OF BENEFITS**

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### **Applying for Benefits**

You, or if applicable, your spouse or beneficiary, may apply for benefits by submitting an application form to the Administrative Office. You must provide proof of your age, and, if you are married, you must provide proof of your marriage and your spouse's age. Applications can be obtained from the Administrative Office, your local union, or through your employer.

### **Normal Retirement**

References to the "Plan" in the following sections refer to both the employer contributions and the 401(k) contributions.

You may receive your vested account balance when you turn age 65, which is the normal retirement date (provided you are not working for a participating employer and you have all of your paperwork completed). You can also elect to defer your retirement (see discussion below regarding required minimum distributions).

To apply for benefits you must submit a retirement application to the Administrative Office and provide all requested documentation. Your distribution will be made as soon as administratively feasible. You should contact the Administrative Office well in advance of your retirement date to ensure that your distribution is timely.

### **Early Retirement**

You may receive your vested account balance as early as age 55 if you apply for an early retirement benefit and your employment with a participating employer terminates.

### **Disability Benefits**

If you are a vested Participant and become disabled, you will be eligible for a benefit from your account regardless of your age at the time of disability. You will also be eligible to receive an employer contribution for the year in which you are disabled even if you had not completed 300 hours of service during that year. To apply for disability benefits you will be required to provide medical certification of your disability.

### **Death Benefits**

If you are a vested Participant and die, the Plan provides benefits will be paid to your surviving spouse or designated beneficiary. You may name anyone you wish as your beneficiary. However, if you are married, your spouse will receive the benefits of your account balance unless your spouse has submitted a signed, notarized waiver to the Board prior to your death. If you designated your spouse as a beneficiary and then you are divorced, the designation of your former spouse is void as of the date of the divorce.

## **Default Beneficiary Designations**

The Plan also has a default beneficiary designation provisions.

The first default beneficiary designation rule applies if:

- the Participant does not designate a beneficiary;
- the Participant designated a beneficiary but the beneficiary dies before the Participant; or
- the Participant beneficiary designation is void (for example, the Participant names his/her spouse and then the Participant divorces that spouse).

If the first default beneficiary designation rule applies the Participant is deemed to have named the following beneficiary or beneficiaries (determined in order):

- the Participant spouse;
- the Participant children and/or children of deceased children per stirpes (“children” includes natural children, step-children and adopted children);
- the Participant’s parents;
- the Participant estate.

The second default beneficiary designation rule applies if:

- the Participant’s initial default beneficiary above is the Participant’s spouse; and
- the spouse dies before receiving a distribution of the Participant’s benefit in the following circumstances:
  - the spouse dies intestate; and either
  - the spouse dies without making a beneficiary designation; or
  - the spouse’s designated beneficiary, or contingent beneficiary if applicable, predeceases the spouse.

If the second default beneficiary designation rule applies, the Participant is deemed to have named the following beneficiary or beneficiaries (determined in order):

- the Participant children and/or children of deceased children per stirpes (“children” includes natural children, step-children and adopted children);
- the Participant’s parents.

## **Termination of Employment Prior to Retirement**

If you terminate employment after five years of vesting service and you are under age 55, you may apply for your benefits as early as age 55. You can receive your account balance when you become eligible for retirement. Your account will be paid to you under the appropriate automatic form of payment unless you elect an optional form of payment before payments begin.

If you terminate employment before becoming vested, you will forfeit your nonvested service and account balance. Your nonvested account balance will be forfeited and credited to the Plan's suspense account after you have five continuous one-year breaks in service. The money in the suspense account is distributed to eligible Participants.

## **Default Forms of Payment**

Plan benefits are automatically paid in the following forms (see below for other options):

- If you are a married Participant and have not selected a payment option at the time of retirement, your benefit will automatically be paid as a 50% Joint and Survivor Option.
- If you are not married at the time of retirement and have not selected a retirement option, your benefit will be paid as a 60 Month Certain Annuity which will provide you with a monthly benefit for your life; however, if you die after you have received at least 60 payments, no benefits will be paid to your beneficiary.

## **Optional Payment Forms You May Elect**

At the time of retirement you may elect a default form of payment or you may waive that benefit and elect any of the following payment forms (a spousal consent may be required):

1. **Lump Sum Payment from the Plan** – You also have the option to receive your entire account balance in a lump sum payment. If you are married, your spouse must consent to this form of payment.
2. **Monthly Payment from the Plan** – You have the option to receive your entire account balance or a portion of your account paid to you in a series of monthly installments from the Plan. The unpaid balance of your account will continue to share in the earnings and expenses of the Plan. You determine the amount of your monthly payments (at least \$100). You will have the option to change your payment amount or take the remainder in a lump sum; however, you will be limited to one change per year.
3. **Purchase of an Annuity** – Your account balance may be used to purchase an annuity from an insurance company. This annuity will provide you with monthly payments. Annuities can be purchased in various forms which can also provide your spouse with a lifetime income in the event of your death. The Board will

determine the various options that will be available under an annuity form of payment. Two of these options are as follows:

- **60 Month Certain Annuity** – You can elect to have your account paid in a monthly benefit which would stop at your death if you have received 60 monthly payments. If you die prior to receiving 60 payments, your beneficiary will receive the balance of any remaining payments. This option gives you the highest monthly benefit. Your spouse must consent to this form of payment if you are married.
- **Joint Survivor Annuity** – You may choose a 100% or 50% Spouse Option. Although the monthly amount of your retirement benefit is reduced, you will receive a monthly income for your lifetime and, in the event of your death, your spouse will receive 100% or 50% of your monthly income for your spouse's lifetime depending on the option that you select.

When submitting your retirement application, you can request information on the available payment options by checking the appropriate box on the form. After you file your request for payment of your account, you will receive estimates on each form of payment based on your account balance. Once you begin receiving payment from your account, you cannot change your form of payment.

### **Required Minimum Distributions**

In general, Participants must start taking required minimum distributions by April 1<sup>st</sup> of the calendar year following the date the Participant turns age 70 ½. You should contact the Administration Office to determine your required minimum distribution amount. However, a Participant who is still working for a participating employer can defer the commencement of required minimum distributions until the Participant retires. Participants who do not take a required minimum distribution may be subject to a 50% excise tax.

Note: If a Participant is a 5% owner of participating employer the Participant must start taking distributions by April 1 of the calendar year after the calendar year in which the Participant attains age 70 ½, even if still working.

### **Excise Tax on Early Distributions**

Payment of benefits will be subject to additional income tax unless the payments are made by reason of a Participant's death, disability, or separation from service after age 55, or after a Participant attains age 59 ½.

## **Income Taxes**

Contributions and any earnings are added to your account on a tax-deferred basis. You do not pay income taxes on your account until the money is distributed to you or your beneficiary. To defer taxes on lump sum payments you may opt to rollover all or a portion of your payment to another employer's qualified retirement plan or to a traditional Individual Retirement Account (IRA). You should contact the Administrative Office for rollover rules and options.

## **Forced Distributions**

The following rules apply when a Participant terminates employment with participating employers and has a small account balance.

- If the vested account balance is \$1,000 or less, the Trustees have the option of distributing the vested account balance to the Participant if the Participant will not take a distribution.
- If the vested account balance is over \$1,000 but \$5,000 or less, the Trustees have the option of distributing the vested account balance to an IRA in the Participant's name if the Participant will not take a distribution.

## **INVESTMENT OF PLAN ACCOUNTS**

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### **Pooled Investments**

The Trustees oversee the investment of all contributions to the Plan, which are held in a trust and pooled for investment purposes. The Trustees hire a professional investment manager to oversee the investments. The current investment manager is RVK, headquartered in Portland Oregon (formerly known as R.V. Kuhns & Associates, Inc.). RVK is a well known and respected investment management firm.

### **Segregated Investment Account**

The Trustees have authorized a Segregated Investment Account for eligible Participants. An eligible Participant may elect to have the Participant's account transferred to the segregated Investment Account, pursuant to uniform rules and procedures adopted by the Trustees. You should contact the Administrative Office for applicable forms if you are interested in the segregated investment account.

The Segregated Investment Account is invested to preserve capital and avoid risk, which Participants nearing retirement may want to discuss with their investment consultant. As noted above, RVK advises the Trustees as to how the Segregated Investment Account is invested. The Administrative Office can provide you with a copy of the Trustee's investment policy if you are interested in this option.

- This Segregated Investment Account is available to Participants who are age 58 or older as of the transfer date. This includes any active or inactive employee; any retiree; and any surviving spouse.
- Beneficiaries and/or Alternate Payees under a QDRO are not eligible to elect the Segregated Investment Account. However, a beneficiary and/or alternate payee who becomes entitled to all or a portion of a Participant's account that is already invested under the Segregated Investment Account may keep the account invested in the Segregated Investment Account or may revoke the election. A beneficiary and/or an alternate payee who revokes an election may not subsequently elect the Segregated Investment Account.
- The "transfer date" is the date on which an eligible Participant's account is transferred to or from the Segregated Investment Account. The transfer date is the 15<sup>th</sup> day of every month.
- An eligible Participant must designate which account and/or accounts (i.e., 401(k), defined contribution, etc.) the Participant is electing to transfer to the Segregated Investment Account. The election must be for 100% of the applicable account as of the transfer date, and applies to any future contributions to the account while the election is in effect. No minimum balance is required.
- An electing Participant may revoke the election after 24 months. In that case, the account(s) subject to the revocation will be transferred as of the next transfer

date.

- A Participant may reelect the Segregated Investment Account after revoking a prior election, but the reelection cannot be made until at least 24 months after the revocation date.
- The total net earnings or losses (including realized and unrealized net appreciation or net depreciation) of the assets held in the Segregated Investment Account, after expenses allocable to the Segregated Investment Account, shall be allocated to the accounts of the Participants electing the Segregated Investment Account pro rata.

## **SUMMARY OF OTHER PLAN PROVISIONS**

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### **Assignment of Your Account**

Your account may not be assigned, sold, transferred, garnished or pledged as collateral. A creditor may not attach the value in your account as a means of collecting a debt owed by you. However your account may be attached to satisfy a federal tax levy or may be paid according to a qualified domestic Relations Order issued by a state court (see below).

### **Qualified Domestic Relations Order**

A Qualified Domestic Relations Order or “QDRO” is a state court order relating to child support, alimony or marital property. To be qualified, an order must meet standards imposed by federal law. The Administrative Office will notify you if a QDRO is received by the Plan which may affect your benefits. The Administrative Office will also notify you if a determination is made that the order is qualified. Please note the following:

- The Administrative Office may not distribute any portion of your account subject to a proposed QDRO until the Administrative Office determines the order satisfies the requirements for a QDRO.
- You should have your attorney ask the Administrative Office for a sample QDRO form before drafting the proposed order, which will save you time and expense.
- Your attorney should submit the proposed QDRO to the Administrative Office for pre-approval, which will save you time and expense.
- An order is not a QDRO until approved by the Administrative Office.

### **Rollovers to the Plan**

The Trustees are authorized to accept direct rollovers of certain distributions from another employer’s qualified retirement plan. If you are interest in making a rollover to the Plan you should contract the Administrative Office to determine what types of rollovers are allowed.

### **Claims Appeal Procedure.**

<b>NOTE:</b>	You must follow the Plan’s claims procedures and completely exhaust the appeal and review provisions of the procedures before you may file a court claim.
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### **Claim for Benefit**

A Participant or the beneficiary of a Participant (herein referred to as a “claimant”) may make a request for benefits payable from the Plan, whether for eligibility, vesting, benefit allocation, or otherwise (a “claim”), by following these procedures and any supplemental procedures adopted by the Plan Administrator. A claimant may appoint an authorized representative to represent the claimant at any stage of the claims procedure. The

appointment shall be made by a written statement, in a form acceptable to the Plan Administrator, signed by the claimant, designating the person who is to be the claimant's authorized representative, which statement shall be provided to the Plan Administrator. The claim shall be filed by the claimant or the claimant's authorized representative, by hand delivery or by mail to the Administrative Office.

### **Notification of Benefit Determination for NonDisability Claims**

#### **1. Notice Timing**

- (A) General Rule. The Plan Administrator shall give the claimant written or electronic notice if a claim is wholly or partially denied, within 90 days after submission of a claim, other than a disability claim.
- (B) Administrative Extension. The Plan Administrator shall give the claimant written notice of an extension if the Plan Administrator determines that special circumstances require an extension of time for processing the claim. The extension shall not exceed a period of 90 days from the end of the initial 90-day period. The notice shall: (i) state the special circumstances and the date by which the Plan Administrator expects to render the final decision; and (ii) be given to the claimant prior to the expiration of the initial 90-day period.
- (C) Voluntary Extension. The claimant may voluntarily agree to an additional extension of time within which to make a benefit determination, in which case the above-specified time periods shall be extended by the amount of the extension.

#### **2. Deemed Denial**

The claim shall be deemed denied if a notice is not given within the 90 days, or by the end of the extension period, if any.

#### **3. Notice Content**

The notice shall set forth: (A) the specific reasons or reasons for the adverse determination; (B) reference to the specific Plan provisions on which the determination is based; (C) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (D) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

### **Notification of Benefit Determination for Disability Claims**

#### **(1) Notice Timing**

- (A) General Rule. The Plan Administrator shall give the claimant written or electronic notice if a claim is wholly or partially denied, within 45 days after submission of a disability claim.
- (B) Administrative Extension. The Plan Administrator shall give the claimant written notice of an extension if the Plan Administrator determines that special circumstances require an extension of time for processing the claim. The extension shall not exceed a period of 30 days from the end of the initial 45-day period. The notice shall: (i) state the special circumstances and the date by which the Plan Administrator expects to render the final decision; and (ii) be given to the claimant prior to the expiration of the initial 45-day period.
- (C) Voluntary Extension. The claimant may voluntarily agree to an additional extension of time within which to make a benefit determination, in which case the above-specified time periods shall be extended by the amount of the extension.

## **(2) Deemed Denial**

The claim shall be deemed denied if a notice is not given within the 45 days, or by the end of the extension period, if any.

## **(3) Notice Content**

The notice shall set forth: (A) a specific explanation of the standards on which entitlement to a benefit is based; (B) the unresolved issues that prevent a decision on the claim; and (C) a description of any additional material or information needed to resolve the issue(s). A claimant shall have 45 days within which to provide the specified information.

### **Request for Review for NonDisability Claims**

If a claimant, with respect to a nondisability claim, is not satisfied with the Administrator's determination, or if no notice is given within 90 days of submission of the claim, plus any extension permitted above, for consideration of the claim, then the claimant may request a review of the claim by the Claims Review Committee. The request for a review must be filed with the Administrator, in writing, within 60 days after the receipt of the denial of the claim, or within 60 days after the end of the period within which the Administrator is to make a determination if the claim were deemed denied because notice of the disposition of the claim were not given. For this review:

- (a) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, may submit written comments, documents, record, and other information relating to the claim for benefits.
- (b) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents,

records, and other information relevant to the claimant's claim for benefits. The Claims Review Committee, in its sole discretion, shall determine whether a document, record, or other information is relevant. A document, record, or other information shall be considered relevant if it: (i) was relied on in making the benefit determination; or (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required pursuant to ERISA in making the benefit determination.

- (c) The Claims Review Committee shall take into account all information submitted by the claimant relating to the claim, whether or not such information was submitted or considered in the initial claim determination.

### **Request for Review for Disability Claims**

If a claimant, with respect to a disability claim, is not satisfied with the Administrator's determination, or if no notice is given within 45 days of submission of the claim, plus any extension permitted under above, for consideration of the claim, then the claimant may request a review of the claim by the Claims Review Committee. The request for a review must be filed with the Administrator, in writing, within 180 days after the receipt of the denial of the claim, or within 180 days after the end of the period within which the Administrator is to make a determination if the claim were deemed denied because notice of the disposition of the claim were not given. For this review:

- (a) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, may submit written comments, documents, record, and other information relating to the claim for benefits.
- (b) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. The Claims Review Committee, in its sole discretion, shall determine whether a document, record, or other information is relevant. A document, record, or other information shall be considered relevant if it: (i) was relied on in making the benefit determination; or (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required pursuant to ERISA in making the benefit determination.
- (c) The Claims Review Committee shall take into account all information submitted by the claimant relating to the claim, whether or not such information was submitted or considered in the initial claim determination.

- (d) The Claims Review Committee shall not afford deference to the initial adverse benefit determination and shall consist of one or more named fiduciaries of the Plan, none of whom is either the individual who made the adverse benefit determination that is the subject of the appeal, or the subordinate of such individual.
- (e) In deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determination with regard to whether a particular treatment, drug, or other item is experimental, investigational or not medically necessary or appropriate, the Claims Review Committee shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
- (f) The medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination shall be identified to the claimant, without regard to whether the advice was relied upon in making the benefit determination.
- (g) No health care professional who was consulted in connection with the adverse benefit determination that is the subject of the appeal, or is the subordinate of any such individual, shall be engaged for purposes of consultation in deciding an appeal of an adverse determination.

### **Timing of Notification of Benefit Determination on Review**

The Claims Review Committee shall review the appeal within a reasonable period of time; provided, however, the Administrator shall notify the claimant of the Claims Review Committee's decision on a nondisability claim within 60 days, and on a disability claim within 45 days, after the receipt of the claimant's request for review, unless the Claims Review Committee determines there are special circumstances requiring an extension of time for processing. The Administrator shall give the Participant written notice of the extension before the expiration of the original 60-day, or 45-day, period. In no event shall such extension exceed a period of 60 days, for nondisability claims, or 45 days, for disability claims, from the end of the initial period. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide the claim, the period of time for making the determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information. If the claim shall not be approved in full within the required period, plus any permitted extension, the claim shall be considered to be denied. Notwithstanding the foregoing, the claimant may voluntarily agree to an additional extension of time within which to make a benefit determination, in which case the above-specified time periods shall be extended by the amount of the extension.

### **Content of Notification of Benefit Determination on Review**

The Administrator shall provide the claimant with written or electronic notification of the

Plan's benefit determination on review.

## **All Claims**

In the case of an adverse determination, in whole or in part, the notification shall set forth:

- (a) the specific reason or reasons for the adverse determination;
- (b) reference to the specific Plan provisions on which the benefit determination is based;
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefit. Whether a document, record, or other information is relevant to a claim for benefits shall be determined based on whether it was relied on in making the benefit determination; or was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or demonstrates compliance with the administrative processes and safeguards required pursuant to ERISA in making the benefit determination; and
- (d) a statement that a claimant may bring an action under ERISA Section 502(a), but may not undertake any legal action with respect to a claim until all rights under the claims procedure have been exhausted.

## **Disability Claims**

In addition to the content set forth above, with respect to a disability claim the notification shall include the following provisions:

- (a) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied on in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request.
- (b) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
- (c) The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."

## **General Rules**

### **Notices in Writing**

All notices, appeals, benefit determinations and/or communications issued by the Administrator and/or Claims Review Committee shall be written in a manner calculated to be understood by the claimant.

### **Filing Date**

All claims, notices of adverse determination, and appeals shall be deemed filed when: (1) personally delivered to the party to whom it is to be given; or (2) mailed by first class mail to such party in an envelope correctly addressed with postage prepaid in the correct amount; or (3) provided in compliance with 29 CFR section 2520.104b-1(c)(1)(i), (iii) and (iv) (where electronic notification is expressly permitted under these procedures or by the Administrator).

### **Time Periods**

All time periods shall begin upon the delivery, mailing or sending by electronic means of any claim, notice, or appeal as provided herein.

## **ADMINISTRATIVE INFORMATION**

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### **Plan Name**

TOC-Woodworkers, IAM Defined Contribution Plan and Trust.

### **Type of Plan**

Defined Contribution Plan, which means the Plan pays a benefit based on your accumulated account balance (employer contributions, 401(k) contributions, rollovers, etc.).

### **Plan Administrator**

The Plan is jointly administered by individuals who constitute the Board of Trustees and who are responsible for the administration of the Plan. The Board serves as the Plan Administrator and hires professionals (legal, accounting, administration, investment manager, etc.) to help the Board administer the Plan.

Half of the board members are selected by District LodgeW24, IAMAW (successor to Woodworkers District Lodge 1, IAM, AFL-CIO) and half are selected by Vigilant, (successor to Timber Operators Council, Inc.) Each party appoints a Co-Chair and may also select alternate trustees to service in the absence of a trustee. Each party must certify to the Co-Chairs the names of the appointed Trustees. Either party may remove or replace any of its Trustees at any time by written notice to the other Party and to the Co-Chairs.

The Co-Chairs preside at alternative meetings of the Board. However, if a Co-Chair is not present at a meeting, the other Co-Chair will preside at the meeting. The Board may designate the administrator to record its proceedings and maintain its records.

### **Plan Year**

June 1 through May 31.

### **Funding**

Contributions to the Plan are made by participating employers. These contributions are made periodically to the Plan and held in trust. The purpose of the trust fund is to fund the benefits provided under the Plan and cover the cost of Plan administration. Contributions to the trust fund meet the funding standards provided for by law.

Benefits are not guaranteed by the Pension Benefit Guaranty Corporation because this is a Defined Contribution Plan.

## **Legal Process**

Legal process may also be served on the Administrative Office.

## **Collective Bargaining Agreements**

The Plan is maintained under collective bargaining agreements between contributing employers and District LodgeW24, IAMAW. You or your beneficiary may write the Administrative Office for a copy of the collective bargaining agreement. Collective bargaining agreements related to the Plan are available for examination at the appropriate employer establishment or union meeting hall or office within 10 calendar days following the day on which a request for disclosure at that location is made. You or your beneficiary may also write the Administrative Office for a complete list of employers and employee organizations sponsoring the Plan.

## **Name and Address of Plan Administrator and Request for Information and Documents**

The Board of Trustees serves as the Plan Administrator under ERISA (see “ERISA Rights” below). However, the Board has hired a third party administrator to handle the day to day operation of the Plan. All requests for information or questions relative to coverage, benefits and interpretation of the plan should be addressed to the third party administrator:

TOC-Woodworkers, IAM Defined Contribution Plan and Trust  
c/o A&I Benefit Plan Administrators  
1220 S.W. Morrison St, Suite 300  
Portland, OR 97205-2222  
Phone: (503) 224-0048  
Toll-Free: (800) 547-4457  
Fax: (503) 228-0149

## **Trustees**

The current Trustees are Jerald “Chip” Elliott, Gary Lokan and Bob Wilson representing District LodgeW24 and Rodger Gloss representing Vigilant. You can contact the Trustees at the Administrative Office.

## **Discontinuance or Changes to the Plan**

The Board of Trustees intends that this Plan is permanent. However, future conditions cannot be foreseen and the Board reserves the right to change or terminate the Plan at any time. All Plan provisions are subject to the terms of the applicable collective bargaining agreements.

In the event the Plan is terminated, each Participant’s account balance will become fully vested. The Plan’s assets will be distributed as determined by the Board and as specified

by federal law and regulations in effect at that time.

## **ERISA Rights**

As a Plan Participant you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). You may:

- examine, without charge, at the Administrative Office, all Plan documents, including insurance contracts, 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 Benefits Administration;
- obtain, upon written request to the Administrative Office, copies of all Plan documents and other Plan information, including insurance contracts and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Administrative Office may make a reasonable charge for the copies;
- receive a summary of the Plan’s annual financial report. The Administrative Office is required by law to furnish you with a copy of this summary annual report;
- obtain a statement telling you whether you have a right to receive a retirement benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan. If you do not have a right to a retirement benefit, the statement will tell you how many additional years you must work to receive a right to a retirement benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for you, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called Plan “fiduciaries,” have a duty to act prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

If your claim for a retirement 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. You must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and reconsider your claim.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request material from the Plan and do not receive it within 30 days, you may file suit in a federal court. In such a case, the court may require that the Plan Administrator provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the

qualified status of a domestic relations order or a medical child support order, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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