

**Southern Nevada Painters and Glaziers Trust Funds**

Glazing Health and Welfare Trust • Southern Nevada Glaziers and Fabricators 401(k) Pension Trust Fund •  
Painters and Floorcoverers Joint Committee Trust • Painters, Glaziers & Floorcoverers Joint Apprenticeship &  
Journeyman Training Trust • Southern Nevada Painters Market Recovery Trust • Painters, Glaziers and  
Floorcoverers Safety Training Trust Fund • Southern Nevada Painters, Decorators and Glaziers LMCC Trust

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**RESTATED 401(k) RETIREMENT PLAN FOR THE  
SOUTHERN NEVADA GLAZIERS AND FABRICATORS PENSION TRUST FUND  
NON-BARGAINING UNIT EMPLOYEE SAFE HARBOR PLAN NOTICE**

[Effective January 1, 2020]

For Plan Years beginning January 1, 2020 and thereafter, the Southern Nevada Glaziers and Fabricators Pension Trust Fund Plan was amended to satisfy Safe Harbor requirements in Internal Revenue Code (IRC) Regulation 1.401(k)-3 for Employers with Non-Bargaining Unit Employees. This Notice is not an agreement about contributions to be made and does not apply to contributions made to the Plan, under a Collective Bargaining Agreement.

This Notice is required to be sent to Non-Bargaining Unit Employees in order for the Plan to satisfy a Safe Harbor Participant Notice requirement of IRC Reg. §1.401(k)-3(d).

The purpose of adopting this Safe Harbor Plan design is that Safe Harbor provisions make it more cost-effective for the Plan to provide benefits to you. The following information includes some Safe Harbor Plan details and basic Plan information. Also included at the end of this Notice is contact information regarding how to obtain more information about the Plan. The primary aspect of the Plan that has changed is that effective January 1, 2020 Employer contributions for Non-Bargaining Unit Employees will need to follow the **SAFE HARBOR CONTRIBUTION** and **COMPENSATION** Rules, which are summarized below:

**SAFE HARBOR CONTRIBUTION:** Effective January 1, 2020, for any Agreement between the Plan and an Employer allowing for Non-Bargaining Unit Employees eligibility to participate in the Plan, the Agreement must require Employers to contribute at least 4% of **SAFE HARBOR COMPENSATION** to the Plan each Plan Year for those Non-Bargaining Unit Employees.

**SAFE HARBOR COMPENSATION:** A Non-Bargaining Unit Employee Participant's **SAFE HARBOR COMPENSATION**, as defined in Section 415(c)(3) in line with 26 CFR 1.414(s)-1(c)(3), is the Employee's total compensation, excluding reimbursements or other allowable expenses, fringe benefits (cash and non-cash), moving expenses, deferred compensation (such as contributions made to the Plan) and welfare benefits.

The following Plan Provisions are included for summary purposes and all other provisions of the Plan remain unchanged:

**WAGE REDUCTION CONTRIBUTIONS:** The term “Contributions” as used herein may refer to “Employer Required Contributions” or to “Wage Reduction Contributions.” “Employer Required Contributions” shall mean the payments made or required to be made to the Fund by an Employer... “Wage Reduction Contributions” shall mean contributions made to the Plan in accordance with an election by an Employee in accordance with ARTICLE III to reduce his rate of pay in exchange for a contribution by the Employer of an equal amount to the Plan and credited to his account.

Prior to January 1 and July 1 of each Plan Year, and at such other times as described in the following paragraph, a qualified Participant may notify the Trustees and Employer, in accordance with procedures they specify, of the rate at which he wishes to make Wage Reduction Contributions during the six-month period beginning on such date. A Collective Bargaining Agreement which provides for Employer Required Contributions may prohibit Wage Reduction Contributions. Provided the Collective Bargaining Agreement permits Wage Reduction Contributions, Wage Reduction Contributions may be made in integer multiples of 25¢ per Covered Hour. The rate of Wage Reduction Contributions per Covered Hour shall remain in effect until the beginning of a six-month period for which the Participant has specified a different rate.

In addition to January 1 and July 1 of any Plan Year, a Participant may initiate the withholding of Wage Reduction Contributions when he or she becomes a Participant, is dispatched, or at any other time permitted by his current Employer.

#### **WITHDRAWAL PROVISIONS OF THE PLAN:**

##### **Payment of Accumulated Share**

You will become eligible to receive payment of your Accumulated Share under any of the following circumstances:

- (1) you reach the age of 55, provided that no Contributions to your Individual Accounts have been made for at least three consecutive calendar months, or
- (2) you die before retirement; or
- (3) you become entitled to a Social Security Disability Benefit under Title II of the Social Security Act; or,

(4) you separate from service, and for 6 consecutive calendar months you had less than 160 hours in Covered or Non-Covered Employment, nor any work in a management position for an Employer engaged in the type of business which hires workers who could be covered by this Plan.

If you are eligible to receive payment of your benefits, you may request an application form from the Administrative Office. Payment cannot be made until a properly completed application is received at the Administrative Office, processed, and approved.

If you become eligible to receive payment of your Accumulated Share in accordance with (1), (3) or (4) above you may elect to leave your Accumulated Share in the Fund to be valued in accordance with the Plan until the 60th day after the close of the Plan Year in which the latest of the following events occurs:

- (1) you reach the age of 65,
- (2) you reach the 5th anniversary of the date on which you began participation in the Plan,
- (3) You terminate service with your Employer.

In no event may you defer the payment of benefits to a date later than the April 1st immediately following the calendar year in which you reach age 70½ even if you are still in Covered Employment at the time.

### **Hardship Distributions**

You may be eligible to receive a hardship distribution from your Individual Accounts in the Plan if it is made on account of your immediate and heavy financial need and the distribution is necessary to satisfy the financial need. Please see Section VI-A (beginning on page 22) of the Plan Document for a detailed description of the conditions necessary to meet these requirements.

If you receive a hardship distribution, you will be ineligible to make any Wage Reduction contributions to the Plan for six months after you receive the distribution. The amount of your distribution may not exceed the total of the balances in your Individual Accounts.

**VESTING:** A Participant becomes vested once he/she has earned a right to a benefit under the Plan. Based on current Rules under the Plan (as of the January 1, 2015 restatement), Participants are immediately 100% vested in both Elective Deferral contributions and contributions made to the Plan on their behalf.

ADDITIONAL INFORMATION: To request additional information (e.g. to request a copy of the Summary Plan Description), please contact the Plan Administrator at:

P.O. Box 400608 – Las Vegas, NV 89140

8311 W. Sunset Road, Suite 250 – Las Vegas, NV 89113

Phone: 702.415.2191 – Facsimile: 702.257.5361

[www.snvipatbenefits.org](http://www.snvipatbenefits.org) – [staff@snvipatbenefits.org](mailto:staff@snvipatbenefits.org)

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