



# **TWIN CITY IRON WORKERS DEFINED CONTRIBUTION PLAN**

## ***Summary Plan Description***

**January 1, 2016**

# **TWIN CITY IRON WORKERS DEFINED CONTRIBUTION PLAN**

## **Summary Plan Description**

**January 1, 2016**

### **TWIN CITY IRON WORKERS DEFINED CONTRIBUTION PLAN**

c/o Wilson-McShane Corporation

3001 Metro Drive, Suite 500

Bloomington, Minnesota 55425

Telephone: (952) 854-0795 / (800) 535-6373

### **BOARD OF TRUSTEES**

#### **Employer Association Trustees**

Sture L. Berg, Chairman

Cory Bushong

Heidi Gunderson

Todd Rothe

Mark Ziegler

#### **Union Trustees**

Barry Davies, Secretary

Darrell Godbout

Marc Jurek

Nate O'Reilly

Michael Walters

#### **ADMINISTRATOR**

Wilson-McShane Corporation

#### **LEGAL COUNSEL**

McGrann Shea Carnival Straughn and Lamb, Chartered

# INTRODUCTION

## **About this summary**

This booklet is a summary of the Twin City Iron Workers Defined Contribution Plan.

It gives general information about how the plan works. However, it is only a summary. It cannot cover every detail.

The plan has detailed legal documents that control your rights. If this summary is inconsistent with those documents in any way, the plan documents will control. (Copies of the plan documents are available for you to review.)

---

## **Read the entire booklet**

It is important that you read the entire booklet. Reading only portions can be confusing and misleading.

---

## **Legal requirements**

The plan is designed to comply with current federal laws and regulations covering qualified retirement plans. Congress or the IRS may change the rules in the future. The plan, of course, must comply with any applicable law changes that occur.

---

## **Table of contents**

Introduction.....	1
Overview of the Plan .....	2
Eligibility .....	3
Contributions.....	4
Investments .....	5
Vesting.....	5
Your Benefits.....	6
Death Benefits.....	8
General Information.....	10
Your Duty to Review Information .....	12
Claiming Benefits .....	13
Statement of Rights of Participants.....	15
Other Information .....	17
Important to Remember .....	18

## OVERVIEW OF THE PLAN

The plan is maintained under an agreement between Iron Workers Local 512 and the Associated General Contractors of Minnesota, the Associated General Contractors of North Dakota, and the Minnesota Steel Erectors Association. It provides retirement benefits for eligible iron workers.

---

### Overview

In general terms, the plan works like this:

- Eligibility. When you have 160 hours of ironwork in Local 512's jurisdiction, we set up a separate Employer Contribution Account for you in the plan.
- Employer Contributions. Under the agreement with Local 512, your employer makes contributions to the plan for each hour of ironwork. The amount contributed for you is recorded in your Employer Contribution Account.
- Rollover Contributions. Under certain circumstances, you may rollover to the plan a distribution you received from an eligible retirement plan. The amount you rollover is recorded in your Rollover Account.
- Investments. The contributions go into a trust fund for investment purposes. Your Accounts are adjusted for their share of the fund's investment income, gains and losses. They also are charged with their share of the fund's expenses.
- Vesting. You are always 100% vested in your Accounts. You will not forfeit them if you leave ironwork.
- Benefits. Your Accounts are paid to you after you retire, become disabled, or leave ironwork for 12 months. If you die, your Accounts will be paid to your beneficiary.

---

### Tax advantages

The plan is a "qualified" retirement plan under the Internal Revenue Code. A qualified plan enjoys certain tax advantages:

- You do not pay taxes on the contributions to the plan when they are made.
- You also are not taxed on the investment income and gains on the contributions as they accumulate.
- All taxes are postponed until your Accounts are paid to you or your beneficiary.

## ELIGIBILITY

### **You are eligible if ...**

Each iron worker who is covered by an agreement between an employer and Local 512 is eligible for the plan. To find out what employers participate, contact Local 512 or the plan office.

---

### **Entering the plan**

When you have 160 hours of ironwork with participating employers, we set up a separate Employer Contribution Account for you in the plan.

You have 24 months to complete those hours. We start counting with your first month of ironwork.

If you don't complete 160 hours in that period, you have to start over and complete 160 hours during a new 24-month period. The new period begins with your first month of ironwork after the prior period ends.

If you complete 160 hours of ironwork in 24 months and then leave ironwork, you will be immediately eligible to reenter the plan upon rehire.

NOTE: The 160 hours requirement noted above was changed from 400 hours effective for 24 month periods ending on or after January 1, 2016.

---

### **Quarterly reports**

The plan office will send you quarterly reports of your hours of ironwork with participating employers. Please review the reports carefully. You must notify the plan office of any missing hours within 60 days after receiving the report.

---

### **Work in other jurisdictions**

Local 512 members who work in certain other jurisdictions may have contributions for that work transferred back to this plan. To do so, you must file a reciprocity form promptly upon starting that other work. Please contact Local 512 or the plan office for more information.

# CONTRIBUTIONS

## **Employer contributions**

Participating employers make contributions to the plan for each hour of ironwork in Local 512's jurisdiction. The amount is determined under an agreement with Local 512.

The employer contributions made for you go into the plan's trust fund for investment purposes. They are recorded in a separate account called your "Employer Contribution Account."

Your Employer Contribution Account in the plan opens with the amount that was contributed for your first 160 hours of ironwork. All subsequent contributions made for you are added to your Employer Contribution Account.

---

## **No employee salary reduction contributions**

You are not required or permitted to make salary reduction contributions to the plan. You can, however, make rollover contributions as explained below.

---

## **Rollover contributions**

Under certain circumstances, you may rollover to the plan a distribution you received from an eligible retirement plan. You also may be able to arrange a direct transfer to this plan from an eligible retirement plan.

The plan accepts rollovers from other employers' qualified retirement plans (such as 401(k), profit sharing and pension plans).

If you are entitled to a benefit from an eligible retirement plan as the beneficiary of a deceased spouse, you also may be eligible to roll that benefit over to this plan.

However, you cannot rollover to this plan any "after-tax" money from an eligible retirement plan. Also, money from a personal IRA that you own, a section 403(b) plan (typically sponsored by schools, colleges and tax-exempt organizations), and 457 plans of governmental employers cannot be rolled over to this plan.

The rules governing rollovers are complex. If you are interested in making a rollover, contact the plan office for more information.

Any amounts rolled over to this plan go into the plan's trust fund for investment purposes. They are recorded in a separate account called your "Rollover Account."

## INVESTMENTS

The contributions to the plan go into a trust fund for investment purposes. Your share of the fund is recorded in your individual Accounts.

---

### **Your investment options**

You control the investment of your Accounts among the investment options offered by the plan.

If you do not select any investments options, your Accounts will be automatically invested in the plan's default investment. If at any time you decide the plan's default investment is not right for you, you can make selections from the other investment options.

You will receive further information about the available investment options and the procedures for making and changing your investment selections. You also will receive from time to time detailed descriptions and reports regarding the investment options. You should treat all those materials as being part of this summary plan description.

Note: The investment options may have adopted policies with respect to frequent trading. You will be subject to these policies, which are described in the materials regarding the investment options.

The Board of Trustees may add, delete, or change investment options from time to time as conditions warrant.

---

### **Your responsibility for investments**

The plan is designed to be a "section 404(c) plan," which means that it is your responsibility to monitor the investment options and decide what investment mix is right for you. Plan fiduciaries may be relieved of liability for any losses that result from your investment instructions. We will not give you investment advice or manage your Accounts for you.

Your investment election will continue to apply until you make a new election changing your investments. If you die, your beneficiary becomes responsible for selecting investments for the Accounts.

---

### **Further information about investments**

To obtain further information about your investment options, including copies of prospectuses, financial statements and reports, expenses, listings of assets held, and values of shares or units, use the toll-free telephone number or website in the investment materials you receive.

## VESTING

### **Your right to benefits**

You are always 100% vested in your Accounts. This means that you will not forfeit your Accounts if you leave ironwork.

## YOUR BENEFITS

You are eligible for payment of your Accounts upon:

- Normal Retirement. Age 65 or, if later, 60 months after the first contributions were made for you.
- Early Retirement. Age 55 and receipt of an early retirement pension under the Twin City Iron Workers Pension Plan.
- Disability. Receipt of a Social Security disability award or a disability pension under the Twin City Iron Workers Pension Plan.
- Termination of Ironwork. After 12 consecutive months without any ironwork for a participating employer.

When you become eligible and want to receive payment, you must file an application form. Please contact the plan office for that form.

Note: The plan does not provide financial hardship or other payments before these eligibility dates. The plan does not provide loans from your Accounts.

---

### Your distribution options

You may elect a single lump sum distribution. Your Account will be charged a fee if a lump sum payment is made prior to your reaching normal retirement age.

You may also elect two or more partial distributions, if your benefit is over \$5,000. You can specify the amount of each partial distribution. You are limited to four partial distributions per year. Your Account will be charged a fee for each partial distribution.

Finally, you may also elect to receive benefit payments in equal monthly or quarterly installment payments. You may change the amount and/or timing of these installment payments once per calendar year, beginning in the year after your initial election to receive benefits. Your Account will be charged a one-time implementation fee to set up monthly or quarterly installment payments. If you make a subsequent election to change the amount or timing of the installment payments, you will be charged another implementation fee.

If the balance in your Accounts falls below \$5,000 at any time, it will be distributed in a single payment.

---

### Small amounts

If your benefit is \$5,000 or less, it will be distributed in a single lump sum as soon as administratively practicable after you become eligible for payment as described above. You will be given the option of either having your benefit distributed to you in a lump sum cash payment (less applicable tax withholding), or having your entire benefit directly rolled over to a traditional IRA of your choice or to an eligible retirement plan.

If you fail to make an election within a reasonable period of time after the distribution information is sent to you, your benefit will be distributed as follows:

- Amounts between \$1,000 and \$5,000 – Your benefit will be rolled

## YOUR BENEFITS (cont.)

over automatically to a traditional IRA established in your name at a bank or trust company designated by the Board of Trustees. That IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity (typically, a certificate of deposit, savings account, or something similar). All fees and expenses in connection with establishing an IRA for you and maintaining that IRA in the future will be charged to your IRA. For more information about the plan's automatic rollover provisions, the IRA provider, or the fees and expenses associated with the IRA, contact the plan office at the address in the front of this booklet.

- Amounts less than \$1,000 – Your benefit will be distributed by issuing a check to you for your total balance (less applicable tax withholding). If you wish to make a rollover of that distribution to avoid immediate income taxes, it will be your responsibility to do so within 60 days.

In addition, if the balance in your Accounts falls below \$5,000 at any time after you become eligible for payment, it will be paid in accordance with this rule.

---

### Payment deadline

You can elect either to receive the payment as soon as possible following your eligibility date or to postpone the payment until a later date. However, there are two restrictions on the time of payment:

- If you leave ironwork before age 70½, you must receive (or begin receiving) your benefit payment not later than the April 1st following the calendar year in which you reach age 70½.
- If you continue ironwork past age 70½, you must receive (or begin receiving) your benefit payment not later than the April 1st following the calendar year in which your ironwork ends. (An earlier deadline applies to more than 5% owners of participating employers and certain of their relatives, who must receive their benefit by April 1st following the year they reach age 70½.)

Upon reaching that deadline, you must withdraw enough from your Accounts each year to satisfy the IRS "required minimum distribution" rules.

Your Accounts will continue to share in investment income, gains, losses and expenses until the date as of which your Accounts are valued for payment to you.

---

### Tax consequences

You will be subject to income on the payment you receive from the plan. Therefore, the time of payment is important.

A payment before age 59½ will be subject to an additional 10% penalty tax unless:

- You are totally and permanently disabled;
  - You retire from ironwork during or after the year you reach age 55;
- or

## YOUR BENEFITS (cont.)

- You qualify for certain other very limited exceptions under the tax laws.

Also, a payment to your beneficiary after your death is not subject to the penalty tax.

You can avoid the penalty tax by making a “rollover” to an IRA or an eligible retirement plan.

Note: When you request an application for benefits, you will receive a “Special Tax Notice.” It will explain in detail the tax treatment of

plan benefits, any special tax treatment that might be available to you, the rollover rules, and the rules that determine if a payment before age 59½ is subject to a penalty tax. You also will receive forms regarding the income tax withholding requirements. You should review that information carefully and discuss any questions with your tax advisor before completing the application.

---

### Tax withholding

The payment you receive from the plan will be subject to mandatory withholding of 20% for federal income taxes. You can avoid mandatory withholding only if you arrange to have your benefit transferred directly to an IRA or an eligible retirement plan.

## DEATH BENEFITS

### Death benefits

If you die, the unpaid balance of your Accounts will be paid in a lump sum to your beneficiary.

---

### Selecting your beneficiary

You can select a beneficiary by filing an approved form with the plan office. You may change or revoke your beneficiary at any time by filing a new form. To be effective, your form must be received by the plan office during your lifetime.

---

### Special rules for married participants

If you are married, you are subject to some special rules. In general, your spouse must be your beneficiary. If you wish to designate someone else as beneficiary (including a trust for your spouse), your spouse must consent to the different beneficiary. Your spouse’s consent must be in writing and must be notarized or witnessed by a notary public or a plan representative. The only exception is under certain circumstances where the consent cannot be obtained, such as where a spouse cannot be located.

A spouse is a person to whom you are considered married under applicable law including a same-sex spouse to whom the Participant is considered married under the law of the state in which the marriage celebration occurred.

## DEATH BENEFITS (cont.)

If your marital status changes, you should check to see if a new beneficiary designation should be filed. This should always be done when a single participant gets married.

---

### Your beneficiary if none is designated

If your beneficiary is not designated on an approved form filed prior to your death, your beneficiary will be the person or persons who survive you in the first of the following four classes in which there is a survivor, share and share alike:

### Your beneficiary if none is designated (cont.)

1. Your surviving legal spouse.
2. Your surviving children.

However, if a child of yours dies before you die and that deceased child leaves surviving descendants (your grandchildren, great grandchildren, etc.), those descendants will take equal portions of the share that their deceased parent would have taken had he/she not died before you died.

3. Your surviving parents.
4. Your surviving brothers and sisters.

However, if a brother or sister dies before you die and that deceased sibling leaves surviving descendants (your nieces or nephews, etc.), those descendants will take equal portions of the share that their deceased parent would have taken had he/she not died before you died.

If none of the above survives you, your beneficiary will be your estate.

---

### Payment options

To request a benefit payment, your beneficiary must use a form available from the plan office.

The benefit will be paid to your beneficiary in a single lump sum. The beneficiary selects the time of payment, subject to IRS limits. The deadline for payment is December 31 of the year in which falls the fifth anniversary of your death.

A beneficiary who is your spouse also has the option of a direct rollover to an IRA or an eligible retirement plan. A non-spouse beneficiary may elect a direct rollover to an IRA.

---

### Small Accounts

If a beneficiary's benefit is \$5,000 or less, payment will be made as soon as reasonably possible after your death.

The plan office will send the beneficiary a notice and give the beneficiary a reasonable period of time to make a payment election. If the beneficiary does not respond within a reasonable period of time, a lump sum payment will be made.

## GENERAL INFORMATION

**Name of plan** Twin City Iron Workers Defined Contribution Plan

---

**Type of plan** The plan is a defined contribution profit sharing plan, qualified under section 401(a) of the Internal Revenue Code. Participating employers are required to contribute without regard to profits.

---

**Board of Trustees** A Board of Trustees is responsible for the operation of the plan. The Board of Trustees consists of an equal number of employer and union representatives. The Employer Trustees are selected by the Associated General Contractors of Minnesota. The Union Trustees are selected by Local Union No. 512, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

If you wish to contact the Board of Trustees, you may use the address and telephone number below:

Board of Trustees  
Twin City Iron Workers Defined Contribution Plan  
c/o Wilson-McShane Corporation  
3001 Metro Drive, Suite 500  
Bloomington, Minnesota 55425

Telephone: (952) 854-0795 / (800) 535-6373

The Board of Trustees is both plan sponsor and plan administrator. The Trustees are listed in the front of this booklet.

---

**Plan Year** The plan year is the calendar year.

---

**Plan Number** For convenience, the plan has been assigned the following identification number: 002.

---

**Employer Identification No.** The Board of Trustees' federal employer identification number is 41-1876222.

## GENERAL INFORMATION (cont.)

---

**Agent for service of legal process**

Legal process may be served on the Chairman of the Board of Trustees or on any other Trustee at the business address listed above.

---

**Collective bargaining agreements**

This plan is maintained pursuant to collective bargaining agreements between the participating employers and Local No. 512, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

---

**Local 512**

If you wish to contact Local 512, you may use the address and telephone number below:

Twin City Iron Workers Local 512  
851 Pierce Butler Route  
St. Paul, Minnesota 55104

Telephone: (651) 489-1488  
(866) 489-1488

---

**Participating employers**

The plan office will provide you, upon written request, information as to whether a particular employer is contributing to the plan on behalf of iron workers under a collective bargaining agreement, and the employer's address.

---

**Source of contributions**

The benefits described in this booklet are provided through employer contributions. The collective bargaining agreements with Local 512 determine the amount of employer contributions and the employees for whom contributions are made.

---

**Plan assets**

All plan assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible employees and defraying reasonable administrative expenses.

---

**Accounting matters**

The Accounts are valued on each business day. The Accounts are adjusted for any contributions, investment income, gains and losses, benefit payments, and expenses as of each valuation date.

Benefit payments ordinarily are based on the value of the Accounts determined as of the most recent valuation date preceding the payment date. In some cases, payments from the plan may have to be delayed until the Accounts have been valued.

## GENERAL INFORMATION (cont.)

### Administrative matters

The plan allows the Board of Trustees to correct any errors that may occur in administering the plan, including collecting any overpayment back from the person who received it. Erroneous contributions may be returned to the participating employer.

---

### Discretionary authority

The Board of Trustees and any other persons who have authority with respect to the management or administration of the plan or the investment or control of plan assets may exercise that authority in their full discretion, subject only to the duties imposed under law. It is intended that the exercise of authority be given deference in all courts of law to the greatest extent allowed under law.

## YOUR DUTY TO REVIEW INFORMATION

You will receive periodic information regarding your Accounts (benefit statements, investment confirmations, etc.).

*You are responsible for reviewing the plan-related information you receive.*

*You must bring any errors to our attention within 60 days.*

You are responsible for promptly reviewing any information you receive regarding the plan. If you have any questions, or if you believe the information is incorrect in any way, you must notify the plan office within 60 days after you receive the information. We will not be responsible for any mistakes or losses unless you bring it to our attention within the 60-day time period. We anticipate that most such inquiries will be resolved informally, and your initial inquiry is not considered to be a formal claim under the terms of the plan. If the response to your inquiry does not resolve the matter to your satisfaction, however, you **must** – within 60 days of the decision on your inquiry – file a formal, written claim for benefits in accordance with the claims procedures.

## CLAIMING BENEFITS

### Initial benefit claim

*A claim for benefits must be filed in order to challenge a plan determination.*

If you do not receive a benefit to which you believe you are entitled, or if you have any other complaint regarding the plan that is not resolved to your satisfaction using the informal inquiry process previously described, you (or your authorized representative) **must** file a formal written claim in order to pursue the matter further. Your written claim should explain, as best you can, what you want and why you believe you are entitled to it, and should include copies of any relevant documents. You should specifically designate your claim as a “claim for benefits” and you should send it to the plan office at the address in the front of this booklet.

The Board of Trustees has designated a “Claims Administrator” to review and respond to initial claims.

*There is a 60-day deadline for submitting your claim.*

If your claim follows an informal inquiry that was not resolved to your satisfaction, it must be filed within 60 days after you receive the response to your inquiry. Any other claim must be filed within 60 days after you first receive the information on which the claim is based.

*We will ordinarily respond to your claim within 90 days.*

We will ordinarily respond to your claim within 90 days after we receive it. We may, however, extend this period for an additional 90 days by giving you written notice of the extension, the reason why the extension is necessary, and the date a decision is expected. We will provide you with a written decision on your claim. The denial shall include:

- A reference to the specific plan provision(s) on which the denial is based;
- A description of any additional information needed and an explanation of why the information is necessary;
- An explanation of the plan’s appeal procedure along with time limits for filing an appeal;
- A statement that you have the right to bring a civil action under section 502(a) of ERISA following an appeal; and
- If the claim is denied and you disagree with that decision, a statement that you (or your authorized representative) may file a written appeal requesting a review of the decision.

Once you receive the denial, you will have the right to appeal our decision.

---

### Appeals

*There is a 60-day deadline for appeals.*

If your formal claim is denied and you want to pursue the matter further, you (or your authorized representative) **must**, within 60 days after you receive the denial letter, file a written appeal with the Board of Trustees at the address listed under “General Information” in this summary. Your written appeal should describe all reasons why you believe the claim denial was in error, and should include copies of any documents you want us to consider in support of your appeal. Your claim will be decided based on the information submitted, so you should make sure that your submission is complete.

## CLAIMING BENEFITS (cont.)

### Appeals (cont.)

If you wish, you may review and/or obtain copies of all documents that we considered or relied on in deciding your claim. These copies will be provided to you free of charge. If you request copies, the 60-day period for filing your appeal will stop running until we have responded to your request. Once we have responded, the 60-day period will begin running again, and you will have whatever time remained at the time you requested the documents.

*We will ordinarily decide your appeal at the next quarterly meeting.*

Your appeal will be decided by the Board of Trustees, who meet quarterly. Generally, the Board of Trustees will decide your appeal at their next regularly scheduled quarterly meeting. However, if the appeal is received less than 30 days before that meeting, the decision will be made at the second quarterly meeting following receipt of the appeal. If special circumstances require an extension, however, the decision will be made at the third quarterly meeting following receipt of the appeal and we will provide you with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

The plan office will provide you with written notice of the decision on appeal. If your appeal is denied in whole or in part, the denial will include:

- The reason(s) for the decision;
- A reference to the specific plan provision(s) on which the denial is based;
- A statement of your right to access and copy (free of charge) all documents, records and other information relevant to the appeal; and
- A statement of your right to bring a civil action under 502(a) of ERISA.

---

### Subsequent legal action

If your appeal is denied in whole or in part, you have the right to file a lawsuit challenging the denial.

The claims procedures described above are required by federal law and are designed to ensure that disputes regarding the plan are decided by the Board of Trustees, which is the entity responsible for administering the plan. Therefore, courts almost always require that a claimant exhaust a plan's claims procedures before filing suit (both filing the initial claim and appealing a denied claim). If you fail to do so, the court will likely dismiss your lawsuit.

In a lawsuit, the court generally will review the decision we made based on the evidence and arguments that were presented to us. Except in extremely rare circumstances, the court will not allow you to introduce new evidence or arguments to support your claim. Thus, you should make sure that everything that you believe supports your position is submitted to us during the claims process.

## CLAIMING BENEFITS (cont.)

### Deadline for legal action

Any lawsuit challenging a claim denial must be commenced within **six months** after the date on the letter denying the appeal. In addition to that six month deadline, there is an additional “catch-all” limitation that applies to all lawsuits involving Plan benefits. Any such lawsuit **must** be commenced no later than two years after you first receive information that constitutes a clear repudiation of the rights you are seeking to assert. This two-year limitation period will not run during the period of time, if any, when your claim is in the claims procedure process. Once that process is completed, however, the two year period will continue running where it left off.

## STATEMENT OF RIGHTS OF PARTICIPANTS

As a participant in the plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all plan participants shall be entitled to:

### Receive Information About Your Plan and Benefits

1. Examine, without charge, at the plan administrator’s office and at other specified locations, such as worksites, all documents governing the plan and a copy of the latest annual report (Form 5500 Series) filed by the plan administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain upon written request to the plan administrator, copies of documents governing the operation of the plan and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The plan administrator may make a reasonable charge for the copies.
3. Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each Participant with a copy of this summary annual report.
4. Obtain a statement of your total benefits that would be payable under the plan if you stop work now. You may be required to make a written request for this statement, but the statement must be provided free of charge.

### Prudent Action by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer 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.

## **STATEMENT OF RIGHTS OF PARTICIPANTS (cont.)**

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about the 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 Technical 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.

## OTHER INFORMATION

### No insurance of benefits

Benefits under certain kinds of pension plans are insured by the Pension Benefit Guaranty Corporation (the “PBGC”), a corporation organized under federal law. However, the PBGC does not insure the benefits under defined contribution plans such as this plan.

---

### Amendment and termination

The Board of Trustees has retained the right to amend or terminate the plan at any time. However, no amendment or termination will take away vested benefits. If the plan is terminated, the trust fund will continue to operate until all benefits have been paid.

---

### Creditors’ claims

You cannot assign your plan benefits to anyone else and your benefits are generally not subject to claims of creditors. However, the plan will comply with certain “qualified domestic relations orders” which assign part or all of your benefit to a separated spouse, former spouse or your dependents. The plan also will honor federal tax liens to the extent required by law.

---

### Domestic relations orders

The plan has detailed procedures to determine whether a domestic relations order is qualified and how a qualified domestic relations order will be administered. You or your spouse or dependents may receive these procedures, free of charge, by requesting a copy from the plan office. The plan office can also provide a model order to assist the parties and their lawyers in preparing an order that both meets the legal requirements and fits the terms of the plan.

---

### Military Service

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), if you are absent from employment because of military service, you are generally entitled to reemployment rights and benefits if:

- You provide advance notice of the military service to your employer and to the Board of Trustees unless advance notice is prevented by military necessity or is otherwise impossible or unreasonable.
- Your military absence from your employer is for a period of less than five years unless a longer period of time is necessary to complete an initial period of obligated service or you are ordered to or retained on active duty.
- You report to, or apply for reemployment with, your employer within a certain number of days after the completion of your military service as follows:

<u>Period of Military Service</u>	<u>Reporting/Application Deadline</u>
Less than 31 days	One day
31-180 days	14 days
More than 180 days	90 days

- You provide notice of your return to employment to the Board of Trustees.

## **OTHER INFORMATION (cont.)**

On having a qualifying reemployment, you are entitled to receive a contribution credit for the period of your qualified military service. The contribution credit is computed by reference to the average amount of contributions made for you during the twelve (12) month period preceding your qualified military service. This contribution credit is funded from amounts forfeited by other employees who do not become participants in the Plan, and investment earnings on those amounts.

## **IMPORTANT TO REMEMBER**

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the plan office for another.
- Notify the plan office promptly if you change your address.
- Only the Board of Trustees is authorized to interpret the plan. No employer or union nor any representative of any employer or union, in such capacity, is authorized to interpret the plan nor can any such person act as agent of the trustees. If you wish to obtain any information about the plan, contact the plan office. Such information must be communicated to you in writing signed on behalf of the Board of Trustees either by its officers or, if authorized by the trustees, signed by the administrator.