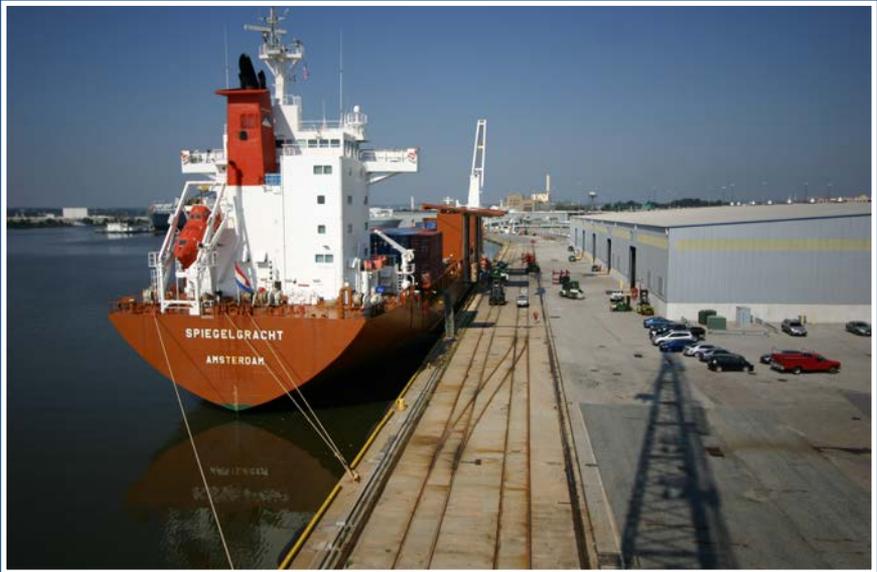


# Summary Plan Description of the Waterfront Warehouses Local No. 1429



**PENSION PLAN**

**As Amended and Restated  
Effective January 1, 2016**

**SUMMARY PLAN DESCRIPTION  
OF THE  
WATERFRONT WAREHOUSES LOCAL NO. 1429  
PENSION PLAN**

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## **IMPORTANT TO REMEMBER**

- Save this Summary Plan Description (SPD). Put it in a safe place.
- Tell your family, particularly your Spouse, about this SPD and where you keep it filed.
- If you are leaving the industry after completing five or more years of service, and have worked at least one hour after January 1, 1998, remember that you may be entitled to a Vested Pension, payable when you reach retirement age. In such case, arrangements shall be made to furnish you with a statement of your benefit rights and the Fund shall file a notice with the government so that the Social Security Administration can remind you at a future time of your deferred pension rights under this Plan.
- While this SPD applies only to Participants who retire from employment covered by the Waterfront Warehouses Local No. 1429 Pension Plan on or after January 1, 2016, the eligibility rules for a Disability Pension shall be the Pension eligibility rules in effect at the onset of the qualifying disability as defined in this SPD, while the Pension amount shall be in accordance with the Plan in effect on the date Covered Employment terminated.
- If you leave employment covered by the Plan to go into military service, you may be entitled to credit for that time, provided you meet the requirements of the applicable federal laws.

## **INTRODUCTION**

This booklet is intended to inform Employees of the important points in the Waterfront Warehouses Local No. 1429 Pension Plan. It does not explain everything about the Pension Plan, however, and Employees are invited to review the entire Pension Plan and various reports about the Pension Plan filed with the Internal Revenue Service and the Department of Labor. These documents are available at the Plan Administrator's office in Baltimore, Maryland.

Please understand that no general explanation can give you all of the details of your Pension Plan. This SPD is intended as a summary only. The Plan Document, not the SPD, is the governing document of the Waterfront Warehouses Local No. 1429 Pension Plan. If there is any conflict or ambiguity between the provisions of this SPD and the provisions of the Plan Document, the provisions of the Plan Document will always control. As such, any numeric examples presented in this SPD are intended to clarify applicable provisions of the Plan, and should not be in any manner construed as a promise or guarantee of a benefit. As is required periodically, the Amended and Restated Plan document was submitted to the Internal Revenue Service in January 2015 for a determination that it complies with recent changes in the law and with the Internal Revenue Code in general. This SPD is reflective of the newly restated Plan.

From time to time, changes may be made to the Plan. Material changes will be announced by a written summary description of such changes, which will supersede and/or supplement the statements made in this booklet. You should attach these written summaries of material modifications to this booklet so that you will always have a current summary of this Plan.

Please read this SPD carefully to be certain that you understand all of your rights and obligations under the Plan. You should also share this SPD with your family and keep it in a safe place where they will know where to find it. From time to time, this SPD may be revised, so you should be certain that you have the version that is applicable to your situation.

We believe that this Pension Plan plays an important role in your retirement security and we are proud to be involved in its continued operation. Should you have any questions whatsoever about this Pension Plan, you should contact the Plan Administrator.

Sincerely,

BOARD OF TRUSTEES

## **PART I - ADMINISTRATION**

1. **Official Name of Plan:**

Waterfront Warehouses Local No. 1429 Pension Plan  
Plan Number: 001  
Employer Identification Number: 52-6089265

2. **Trustees**

David Beverage  
John Leichling  
Jack Lassen  
Morgan “Trip” Bailey

3. **Type of Administration:**

This Plan is administered by a joint board of Trustees who are appointed from time to time by the Union and Employers. The names and business address of the persons who are currently serving on the joint board of Trustees are the Trustees named in Section 2 above.

Their address is:           Waterfront Warehouses Local No. 1429 Pension Plan  
  c/o Associated Administrators, LLC  
  911 Ridgebrook Road  
  Sparks, MD 21152

4. **Plan Year:**

From January 1st to December 31st.

5. **Type of Plan:**

This is a defined benefit pension plan, which means that participating Employees will be eligible for a pension at retirement based on a definite formula relating to their years of service, provided that the Plan is continued by the participating Employers.

6. **Insurance:**

Some benefits under this Pension Plan might be insured by the United States Pension Benefit Guaranty Corporation. See Question 33 for more details.

7. **Agents to Receive Service of Process:**

Legal process may be served on the Trustees of the Plan or the Plan Administrator at the address listed below.

8. Plan Administrator:

The Plan Administrator is:

Associated Administrators, LLC  
911 Ridgebrook Road  
Sparks, MD 21152  
Phone Number: 888-494-4443

The tax identification number of the Plan Administrator (Joint Board of Trustees) is 52-6089265.

9. Collective Bargaining Agreement:

The Plan is maintained pursuant to a collective bargaining agreement between participating Employers and Waterfront Warehouses Local No. 1429. A copy of the agreement may be obtained by Participants and beneficiaries upon written request to the Plan Administrator and is available for examination by Participants and beneficiaries at the office of the Plan Administrator during normal business hours.

Participants and Beneficiaries may receive from the plan administrator, upon written request, information as to whether a particular employer is a plan sponsor, and if so, the sponsor's address.

## **PART II – QUESTIONS AND ANSWERS**

### **1. What Benefits Are Provided Under This Pension Plan?**

This plan is primarily intended to provide retirement benefits to Employees of Employers who make contributions to the Plan. Participants will be eligible to receive a retirement pension when they reach Normal Retirement Age. In addition, certain benefits are provided for Participants who become permanently and totally disabled or who die prior to retirement. Finally, some Employees who leave employment before retirement may be entitled to certain retirement benefits, depending on their length of service. The specific benefits which may be provided to Participants are discussed at a later point in this booklet.

### **2. Who Is Eligible To Participate In This Plan?**

Generally, this Pension Plan covers all Employees of contributing Employers who are covered by the collective bargaining agreement.

### **3. When Will I Be Eligible To Participate In The Plan?**

You will be a Participant in the Plan after working a minimum of 501 hours in Covered Employment, which is either employment within the jurisdiction of the Union, or employment as an Employee of the Union.

### **4. Once I Begin To Participate, How Long Will I Remain A Participant?**

Once you begin participating in the Plan, you will continue to be a Participant until your retirement, death, permanent disability, or until you are no longer in Covered Employment or have a Break in Service. This will be explained more fully later in this booklet.

### **5. What Counts as an Hour Of Service?**

Many of your rights under the Plan will depend on the Hours of Service you complete during certain periods of time, usually during each plan year. Your right to continue participation and many other rights will depend in some way on the Hours of Service you complete for a participating Employer. The specific hours required for these various rights will be explained later in this booklet. However, for now, you should know what hours are counted as Hours of Service.

You will be credited with an hour of service for each hour which you actually work for a participating Employer and for which you are paid. Of course, if you work overtime and are paid “time-and-a-half” or “double-time” you will only be given credit for the actual hours you worked without regard to the extra one-half or full hour which may have been included in your paycheck. You will also receive credit for each hour of nonworking time for which you are paid, if any, such as vacation, holidays, sickness, disability and paid lay-offs.

6. What are Service Credits?

We have already explained that many of your rights under the Plan depend on your Hours of Service. Your rights will generally also depend on your Service Credits. It is important that you understand what qualifies as Service Credits, because it may not necessarily be the same as your years of employment by an Employer. A Service Credit is composed of Past Service Credit and Future Service Credit. Past Service Credit is equal to one-half of the number of continuous years worked in Covered Employment before January 1, 1968. Continuous means no interruption in Covered Employment. Employees beginning participation on or after January 1, 1975 are not entitled to Past Service Credits.

As for Future Service Credit, each Employee will generally be given one credit for each plan year in which he completes at least 1,200 hours of service. In addition, you may also receive Future Service Credit for a fraction of one credit, if you have not completed 1,200 hours in accordance with the following:

<u>Hours of Service in One Plan Year</u>	<u>Future Service Credit</u>
1,200 and over	1.00 credits
900 or more but less than 1200	.75 credits
600 or more but less than 900	.50 credits
300 or more but less than 600	.25 credits
Less than 300	.00 credits

REMEMBER: You must keep a record of hours you work.

Also note that you may earn Future Service Credits in a particular plan year even if you were not employed by an Employer at the beginning or at the end of the year, or even if your employment was broken during the year; all that matters is the total number of hours of service you completed during the year.

7. What is a Break In Service?

Just as your rights under the Plan depend on your "hours" and Service Credits, they may also depend on whether you have any Breaks in Service. Breaks in Service are important in determining your Future Service Credit and Vesting Service. See Question 23 of this Part II.

You will have a Break in Service in any year in which you fail to earn at least one-fourth (0.25) of a Future Service Credit. Therefore, each year in which you fail to work 300 hours will be counted as a one-year Break in Service. Once you have begun to participate in the Plan, your Breaks in Service will be counted, even for years in which you are no longer employed by a participating Employer. This is because the number of your one-year Breaks in Service may be important if you are ever rehired by a participating Employer. You should also note that, even if you are employed by a participating Employer for the full year, you can still have a break in service by failing to earn at least one-fourth of a Future Service Credit.

8. Who Pays for the Cost of My Pension Benefits?

The participating Employers pay the full amount necessary to accumulate your pension benefits. No contributions are required from Participants.

9. May I Contribute to the Plan?

No.

10. How Much Do the Employers Contribute to the Plan?

The Employers make contributions to the Plan for each year based upon the requirements of the Collective Bargaining Agreement. Contributions are usually made monthly. The idea is for the Employers to fund the Plan by making regular contributions so that enough money will be accumulated over the years to provide retirement benefits at the time they must be paid.

11. What Happens to Employer Contributions When They Are Paid to the Plan?

All contributions made by participating Employers are paid directly to the Plan and accumulated in a trust fund for the benefit of the Participants and their beneficiaries. The Trustees are responsible for holding the Plan's assets and investing them so that the value of the trust fund may be increased through investment earnings.

12. When May I Retire?

You may retire after you have satisfied all of the following:

a. Attained age 65.

b. Completed 5 or more years of Covered Employment and earned at least 300 hours per year (.25 Future Service Credits) in Covered Employment in each of those five years (after January 1, 1968).

c. Terminated Covered Employment with no present intention of returning to Covered Employment.

13. Do I Have to Retire at Age 65?

Not necessarily. An Employee may continue employment beyond his or her normal retirement date if mutually desired or as provided by law. If this occurs, the Employee's retirement benefits will not be distributed to him or her until his or her actual retirement at a later date and he or she will continue to participate in this Plan, as long as the other requirements for participation are met.

14. How Much Will I Get When I Retire?

When you retire at or after age 65, you will generally be entitled to a monthly pension, payable for the rest of your life, in an amount based on your Service Credits.

15. How Is My Benefit Computed When I Retire?

You are entitled to a Normal Retirement Pension if you retire at age 65 or later, have a total of five or more years in which you earned Future Service Credits (full or partial) which have not been canceled by a Permanent Break in Service, and have terminated your employment without any present intention of returning to Covered Employment. The monthly amount of your Normal Retirement Pension will be equal to:

THE NUMBER OF YOUR SERVICE CREDITS

MULTIPLIED BY

THE BENEFIT RATE IN EFFECT AT YOUR RETIREMENT.

This amount may be adjusted for a reduction for marital status, the age of your Spouse and the selected benefit form.

Example A: If an unmarried Participant retires in 2015 at age 65 with 10 Service Credits, he will receive a monthly benefit as follows:

10 Service Credits x

Belts Rate \$22.50 = \$225.00 Monthly Benefit

Rukert Rate \$31.50 = \$315.00 Monthly Benefit

BalTerm Rate \$70.00 = \$700.00 Monthly Benefit (rate in effect if earned 500 or more hours of service on January 1, 2013, or later.)

16. May I Retire Early?

Yes, the Plan does provide for an early retirement benefit. You may retire on an Early Retirement Pension after you have satisfied all of the following:

- a. Attained age 55.
- b. Completed 10 or more years (effective January 1, 2006, five (5) or more years) of Covered Employment and earned at least 300 hours per year (.25 Future Service Credits) in Covered Employment in each of at least five years after January 1, 1968.
- c. Terminated Covered Employment with no present intention of returning.

However, the amount of your Early Retirement Pension benefit will only be a portion of the pension you would have received if you had continued to work until you were entitled to a Normal Retirement Pension. The amount is reduced because you are expected to receive

payments over a longer period of time. The result is the amount of your monthly early retirement pension which will be paid to you beginning prior to normal retirement will be less than that which would have been paid at your Normal Retirement Date.

17. What If I Become Disabled?

If you become permanently and totally disabled (as defined in the Plan), for more than 60 days and have worked in Covered Employment for at least 500 hours and have at least five (5) Service Credits, you will be eligible to receive a monthly Disability Pension. The amount of your disability benefit is equal to the monthly retirement pension you would have been entitled to at your Normal Retirement Date based on your Service Credits earned prior to the date your disability began. Disability payments cease at the earlier of the date you are no longer permanently and totally disabled, the date you engage in gainful employment, or the date you refuse to have a medical exam. See the Plan Administrator for more information.

18. How Will My Retirement Benefits Be Paid?

Automatic Forms of Pension Payment:

a. Automatic Joint and Survivor Pension:

The Fund must provide a 50% Spousal Joint and Survivor Pension as the automatic form of pension payment for retiring Participants who are married. The basic purpose of the Joint and Survivor Pension is to provide a continued pension to your Spouse after your death. This is accomplished by means of a reduction in the amount of your monthly normal retirement payments so that part of your pension can be used to continue payments to your Spouse after your death. After your death, your Spouse will receive for the remainder of his or her life, 50% of the reduced monthly payment you were receiving. The amount of the reduction in your monthly payment is based on your age and the age of your Spouse at your retirement. Effective June 26, 2013, your Spouse includes a same or opposite sex Spouse to whom you are legally married.

For Example: If you are male retiree at age 65, and your wife is age 60, unless you have requested the optional form of payment, your normal retirement monthly payment would be reduced by an actuarially determined 14% and your Spouse will receive 1/2 of that reduced monthly payment after your death. To describe this in dollars and cents, let us assume you have earned 20 Service Credits at retirement and your company's rate is \$70.00 per credit, you would then multiply \$70.00 x 20 which is \$1,400.00 a month. Under the Joint and Survivor Pension, your payment will be reduced by \$196.00 (14% x \$1,400.00), equaling \$1,204.00 a month. Upon your death, your Spouse will receive \$602.00 (1/2 x \$1,204.00) a month for her lifetime.

You may acquire further explanatory information on the automatic Spousal Joint and Survivor Pension from the Plan Administrator. If you want an optional form of benefit, you can elect out of the automatic Spousal Joint and Survivor Pension, but you must receive your Spouse's written notarized consent.

b. Automatic Single Life Annuity:

If you are single and have not requested in writing to receive an optional form mentioned below when you retire or receive a Disability Pension you will automatically receive, for your lifetime only, monthly payments in the full amount of Normal Retirement Pension payments (or in the full amount of Early Retirement Pension payments should you retire early).

For Example: You are a single Participant who retires at age 65, with 20 Service Credits and your company's rate is \$70.00 per credit. Unless you elected in writing to receive the option below, you will automatically receive \$1,400.00 (20 x \$70.00) a month until you die. No payments will be made to anyone after your death.

If you do not want the automatic Spousal Joint and Survivor Pension or Single Life Annuity, as the case may be, you may request in writing to the Trustees (with any necessary spousal consent) to receive your pension payments in one of the optional forms described below.

c. Optional Ten Years Certain and Life Annuity

This option provides payment of a reduced amount of monthly pension to you for your lifetime, with the provision that if you die before receiving 120 monthly payments, the balance of these payments will be made either in monthly installments or in a lump sum to your designated Beneficiary. For example: You retire and begin receiving \$75 a month under a Ten Years Certain and Life Annuity with your daughter as your designated Beneficiary. 98 months after beginning to receive payments, you die. Your daughter will receive the \$75 a month for the next 22 months (120 - 98).

If you are married, you must receive written spousal consent before you may elect to receive this option.

d. Optional Single Life Annuity:

If you are married, you may elect out of the automatic Spousal Joint and Survivor Annuity, with written spousal consent, and elect to receive for your lifetime only, monthly payments in the full amount of Normal Retirement Pension payments (or in the full amount of Early Retirement Pension payments should you retire early).

19. What If I Die Before or After Retirement?

Death Before Actual Retirement:

You should designate a Beneficiary who will be entitled to receive any death benefits under the Plan.

If you die prior to your actual retirement date, or prior to the commencement of benefits after your retirement date, but after having satisfied all of the requirements for an early retirement benefit or normal retirement benefit, you will be deemed to have retired early as of the

day prior to your death, and your Beneficiary or Spouse, if a joint and survivor annuity is in effect, will be entitled to receive a benefit as if you had retired the day before your death.

If you are married and die on or after your Early Retirement Date and before you terminate Covered Employment, your Spouse will be deemed to be the sole Beneficiary entitled to receive death benefits (notwithstanding a designation of another person as your Beneficiary), unless on or after 90 days prior to your Early Retirement Date you file a new designation of Beneficiary form designating someone other than your Spouse and your Spouse gives written consent.

If you earned at least 250 hours in Covered Employment but die prior to eligibility for an early retirement or normal retirement, your surviving spouse, or, if there is no surviving spouse, your children living at the time of your death will receive a monthly benefit for up to 120 months. The benefit will be equal to 1/2 of the normal retirement benefit you would have been entitled to receive assuming you had worked until eligible for a normal retirement pension.

See the Plan Administrator for further details on death benefits.

#### Death After Retirement:

If you die after payment of your retirement benefit has begun, your Spouse (in the case of a Spousal Joint and Survivor Annuity) or other Beneficiary (in the case of a ten year certain and life annuity), may be entitled to receive certain benefits after your death, depending on the method of payment you selected at the time you retired.

A designation of Beneficiary form should be completed as soon as you become a Participant. See the Plan Administrator for more details.

#### 20. What Happens If I Leave Covered Employment Before I Am Eligible For Retirement?

Generally, if you terminate employment before you qualify for early or normal retirement, your participation in the Plan will stop. However, if you have completed 5 years of Vesting Service (as defined on the following page) you will be entitled to receive a pension when you are eligible for early or normal retirement.

#### 21. Can I Lose My Right to Pension Benefits?

Yes, if you leave Covered Employment before you have completed 5 years of Vesting Service you will lose or "forfeit" your right to any pension benefits under this Plan.

#### 22. When Do I Have A "Vested Interest"?

Your entire interest in the Plan will become 100% vested, or nonforfeitable, at the time you become eligible for early or normal retirement. Otherwise, your interest will become vested according to the following table:

Years of Vesting Service

Vested Percentage

Less than 5  
5 or more

0%  
100%

For example, if you are credited with 5 or more years of Vesting Service, your entire interest (100%) in the Plan will be vested. If you are credited with 4 years of Vesting Service, 0% of your interest in the Plan will be vested. You will be credited with one year of Vesting Service for each plan year during which you earn at least 1,000 Hours of Service as an "Employee". You are entitled to .25 year of Vesting Service if your hours for a plan year are more than 500 and less than 1,000.

23. Can I Lose Years Of Vesting Service Once I Have Earned Them?

Generally, no. However, if you do not have at least five years of Vesting Service and you incur a Break in Service, you will lose all of your Vesting Service if the number of your consecutive Breaks in Service is at least five and equals or exceeds the number of your years of Vesting Service before the break. For example, if you have four years of Vesting Service and then you have five consecutive plan years of less than .25 Future Credit (less than 300 hours), your number of break years (five) is at least five and exceeds your service before the break.

24. If I Terminate Employment With A Vested Interest, How Will My Benefit Be Distributed?

Upon your termination of employment, the Administrator, at your request, will provide you with a statement of your vested benefits under the Plan and the date at which payment of your benefits will begin, which will usually be age 65.

25. Is There Any Way I Can Lose A Portion Of My Vested Benefits?

No.

26. Can I Receive Any Other Retirement Benefits?

Yes. The retirement benefits under this Plan are in addition to benefits you may receive from Social Security.

27. May I Borrow Against My Pension Benefits Or Assign My Benefits As Collateral For A Loan?

No.

28. Who is Responsible for Administering the Plan?

The Plan is administered by the Trustees. The Trustees determine all questions of eligibility and the status of rights of Participants or Beneficiaries. The Trustees prepare rules,

regulations and procedures necessary for the proper and efficient administration of the Plan. The Trustees are also responsible for computing the amount of benefits which are payable to any Participant, former Participant or Beneficiary, and for determining who is to receive the payments. The Trustees have hired an Administrator who prepares and files all necessary reports with the Internal Revenue Service, the Labor Department and other government agencies, as well as reports which are to be provided to Participants.

29. How Can I Tell How Much My Protected Benefits Under The Plan Will Be?

Once a year you can request a statement from the Administrator showing your projected retirement benefit at age 65, based on your Service Credits at the end of any plan year.

30. Can The Plan Be Changed?

Yes, the Trustees reserve the right to amend the Plan at any time. However, no amendment can be made which would deprive you of the benefits provided by the contributions already made by participating Employers except as otherwise permitted by law.

31. Can The Plan Be Terminated?

Yes, the Trustees do have the right to terminate or end the Plan at any time (subject to the terms of the Collective Bargaining Agreement). However, no termination may divert any part of the Trust Fund to any purpose until all benefits have been provided for. If the Plan is terminated, all Participants' interest will become 100% vested at that time.

32. Can Any Assets Of The Plan Be Returned To The Participating Employers?

Generally, no. However, the Plan provides that the Employers' contributions for any plan year may be returned to the Employers if, because of an error or mistake of fact or law, an Employer contributes more to the Plan for any plan year than the amount of the contribution which is required or permitted under the terms of the Plan or the Collective Bargaining Agreement.

33. Is Any Portion Of My Benefit Insured By The Government?

Benefits under this plan are insured under certain circumstances by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. The Plan must be a covered plan under the Employee Retirement Income Security Act of 1974 (ERISA). The PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC only guarantees vested benefits of insolvent multiemployer plans. If a plan or a level of benefits has been in effect less than 60 months before a mass withdrawal termination, insolvency or a year in which there has been an amendment reducing benefits because the plan was in reorganization, the plan's vested benefits may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees.

34. How Do I Make A Claim For Benefits Under This Plan?

You must submit a written claim for benefits which must be mailed, postage-prepaid, to the Administrator at the address listed in the front of this booklet.

You will be notified if a claim is wholly or partially denied within 90 days after the receipt of the claim by the Administrator, unless special circumstances require an extension. The extension shall not exceed an additional 90 days.

35. Do I Have a Right to Appeal If My Claim for Benefits Under This Plan is Denied?

Yes. If the Administrator determines that you are not entitled to the full pension benefits to which you feel you are entitled, the Trustees shall advise you in writing of the specific reasons for the denial. In addition, the Trustees will furnish you with (1) a specific reference to pertinent Plan provisions, (2) a description of any additional material or information necessary for you to perfect your claim, if possible, and an explanation of why such material or information is needed and (3) an explanation of the Plan's claim review procedure, the time frames, and a statement of your right to bring a civil action under Paragraph 502(a) of ERISA following a denial of the claim on appeal.

You may file with the Administrator a written request for reconsideration within 60 days after you receive notice that your claim has been denied.

A final and binding decision shall be made by the Trustees within sixty (60) days of your request for reconsideration; provided, however, that if the Trustees, in their discretion, feel that a hearing with you or your representative is necessary or desirable, this period shall be extended an additional sixty (60) days. The Trustees' final decision shall be conveyed to you in writing and shall include specific reasons for the decision.

36. Do I Have Any Rights Under Federal Law As a Participant In This Plan?

As a Participant in this Plan, you have certain rights and protections under ERISA. The following summarizes your rights and protections under that law:

As a plan Participant, you have received, without charge, this booklet telling you about your plan.

Each year, you will automatically 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 information.

You can examine, without charge, certain papers relating to this Plan. These papers include legal plan documents and copies of all reports filed with the U.S. Department of Labor, such as annual financial reports and plan descriptions. These papers are available for your review in the Plan Administrator's office during regular business hours. You may obtain copies of all

these papers upon written request to the Plan Administrator. The law permits the Administrator to charge up to 25 cents per page for the cost of duplicating these items.

You may obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Date and if so, what your benefits would be at your Normal Retirement Date if you stop working under the plan now. If you do not have a right to pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

If all or part of your claim to a benefit is denied, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered. In addition to creating rights for plan participants, ERISA defines the duties of people who operate employee benefit plans. These people are called “fiduciaries”. Fiduciaries must perform their duties in the interest of plan participants and beneficiaries.

Under ERISA, you can take certain steps to enforce the rights described above. For example:

If you request plan materials you must receive them within 30 days. However, if you have not received the materials after about 25 days, it might be a good idea for you to check with the Plan Administrator to see if there are any problems in giving you the materials you requested. Then, if you have not received them within 30 days after your request, you can file suit in federal court. The court can require the Plan Administrator to provide the materials and pay you up to \$110 for each day of delay beyond the 30-day period until you receive the materials, unless they were not sent because of reasons beyond the Administrator's control.

If all or part of your claim for benefits is denied or ignored, you can file suit in state or federal court, or you can ask the U.S. Department of Labor for help.

If it should happen that plan fiduciaries are misusing the Plan's money, or if you feel you are being discriminated against for exercising your rights, you can get assistance from the U.S. Department of Labor, or file suit in federal court. Anytime you sue, the court will decide who should pay court costs and legal fees. If you win, the court may order the person you have sued to cover these costs and fees. If you lose, you may have to pay the costs and fees, for example, if it finds your claim is frivolous.

The law also provides that you cannot be fired or discriminated against to prevent you from obtaining a benefit or exercising your rights guaranteed under ERISA.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits

Security Administration, 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, DC 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 at 866-444-3272.

Dated January 1, 2016



