

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCALS 30 & 537
RETIREMENT FUND**

SUMMARY PLAN DESCRIPTION

FEBRUARY 1, 2005

**OFFICE AND PROFESSIONAL
EMPLOYEES LOCALS 30 & 537 TRUST FUNDS**

**TO: ALL PARTICIPANTS OF THE OPEIU LOCALS 30 & 537 RETIREMENT
FUND**

Enclosed is your updated copy of the Retirement Fund Booklet as amended and restated through February 1, 2005.

There have been two changes to the Plan both of which became effective January 1, 2005. Participants who make withdrawals from their Voluntary Contribution Accounts are limited to three withdrawals in a calendar year.

Also, effective January 1, 2005 a Participant who applies for a disability retirement must have received a disability award from the Social Security Administration. Payments to a disabled retiree commence after six months of disability if the Participant filed an application for disability within 60 days after receiving the notice of award from Social Security Administration. If the application is filed later, then payments begin effective with the month the application was filed.

This booklet supersedes any other Retirement booklet(s) previously distributed. Please read it carefully and keep it with other valuable documents.

After you have familiarized yourself with the contents of the enclosed booklet, and if you should have any questions, please contact the Administrative Office at (213) 381-5934.

Sincerely,

BOARD OF TRUSTEES

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCALS 30 & 537
RETIREMENT FUND**

SUMMARY PLAN DESCRIPTION

(AS RESTATED FEBRUARY 1, 2005)

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INTRODUCTION

The Trustees of O.P.E.I.U. Locals 30 & 537 Retirement Plan are pleased to present this booklet to you setting forth your rights and obligations under the Plan as provided on February 1, 2005.

The Plan was restated on January 31, 1999. Since then the Board of Trustees has adopted six amendments. This booklet contains the newly restated Plan through February 1, 2005 that reflects all amendments. The benefit rates stated pertain only to those retiring on or after that date and may be amended in the future.

This booklet is divided into two parts. The first part, known as the Summary Plan Description, consists of questions and answers, Supplemental and General Information designed to give you a description of your rights and obligations in the simplest possible language. The second part consists of the formal text of the Plan as adopted by the Trustees. In the event of any inconsistency between the two, the formal text of the Plan will prevail.

The Board of Trustees of your retirement plan wish to present you with the greatest benefits possible upon your retirement and sincerely hope that you understand each and every provision in the Plan during the course of your participation.

Should you need assistance understanding certain areas of the Plan, the Board strongly urges you to contact the Administrative Office at the address on the back of this booklet, prior to and instead of relying on advice by your employer, friends or relatives. The Administrative Office, on your behalf, may consult the Plan's attorney, actuary or accountant in the hope that your question may be answered to your satisfaction.

QUESTIONS AND ANSWERS

1. What is the basic purpose of the Plan?

The basic purpose of this Plan is to assist you in attaining financial security after retirement. We hope that the benefits from this Plan together with those from Social Security and your own savings will enable you to look forward to your retirement years with increasing confidence.

2. What is the effective date of the Plan?

The Plan as described in this booklet represents the Plan which became effective on January 1, 1962, and amended and restated as of February 1, 2005.

3. What is a Plan Year?

A Plan Year is a period of 12 consecutive months beginning on each February 1st and ending January 31st of the following calendar year.

4. Who is eligible to participate in the Plan and how do I join?

You are eligible to participate in the Plan if contributions are being made to the Pension Fund on your behalf under the terms of a Collective Bargaining Agreement. There are no age or service requirements for participation. As a participant, you must complete an Enrollment Form and file it with the Fund Administrative Office. This card is available from your Employer or the Administrative Office.

5. Who pays the cost of the Plan?

The cost of the Plan is paid by the regular contributions made by Employers as a result of Collective Bargaining Agreements. Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

6. Am I allowed to make voluntary contributions?

Voluntary contributions of up to 10% of your total compensation, which earn interest, may be made to add to your benefits, and are non-forfeitable.

7. What benefits are payable under the Plan?

The Plan, depending upon your meeting its applicable requirements, provides Normal, Early, Postponed or Disability Retirement and other optional benefits as well as benefits payable to your spouse or other eligible beneficiaries in the event of your death either before or after retirement.

8. What is the total service credit under the Plan?

Total Service Credit means the total number of years of your employment which is recognized for determining your vesting percentage. The part of your service credit before you entered the Plan is referred to as "Past Service Vesting Credit" and the remainder of your service credit is referred to as "Contributory Service Vesting Credit." The sum of your Past Service Vesting Credit and your Contributory Service Vesting Credit is your Total Service Credit.

- a. Past Service Vesting Credit is based on the date you first became a Plan Participant and is computed as follows:

- (1) Participants in the Plan before February 1, 1974 may be credited for up to 24 months of prior service worked in the trade within the jurisdiction of OPEIU Local 30.
 - (2) Participants entering the Plan on or after February 1, 1974 but before February 1, 1983 may be given credit for up to nine years of continuous prior service as an office, technical, or professional employee in the classifications within the geographic jurisdiction of OPEIU Local 30 or OPEIU Local 537, provided that at least 5 months of Employer contributions have been made to the Plan on the participant's behalf.
 - (3) Past Service Vesting Credit is not automatically given for those entering the Plan on or after February 1, 1983.
- b. Contributory Service Vesting Credit is computed as the sum of (1) or (2) below:
- (1) One year of Contributory Service Credit is granted for each Plan Year in which contributions were made on your behalf to the Plan for the Plan Years beginning February 1, 1974 and February 1, 1975.
 - (2) For Plan Years beginning on and after February 1, 1976 Contributory Service Vesting Credit will be granted according to the following schedule:

<u>Months of Contributions</u>	<u>Years of Contributory Service Vesting Credit</u>
2 or less	0.0
3	0.6
4	0.8
5 or more	1.0

Should you leave the bargaining unit but remain employed by the same contributing employer, you will still continue to accrue Contributory Service Vesting Credit for vesting purposes.

Service Credits are earned only when gainfully employed and based on the performance of duties for the Contributing Employer. Vesting Service Credits cannot be earned while on disability, approved leaves of absence or while serving in the Armed Forces.

**Now that your Total Service Credit is computed,
let's see how it relates to your vesting percentage.**

9. When are my benefits vested?

The following vesting schedules will apply for those who terminate Covered Employment on or after February 1, 1987.

- a. Participants in the original Plan on February 1, 1974 vest as follows:

<u>Total Years of Service Credit</u>	<u>Vesting Percentage</u>
Up to 6 months	0%
6 months to 12 months	25%
Over 12 months to 18 months	50%
Over 18 months to 24 months	75%
Over 24 months	100%

- b. Participants joining the Plan after February 1, 1974 vest according to the following schedule:

<u>Total Years of Service Credit</u>	<u>Vesting Percentage</u>
Less than 5 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 or more years	100%

- c. A Participant who works one or more hours in Covered Employment on or after February 1, 1998 will vest in Plan benefits in accordance with the following schedule (in lieu of the schedule above in b.):

<u>Total Years of Service Credit</u>	<u>Vesting Percentage</u>
Less than 5 years	0%
5 or more years	100%

A Participant who has incurred a Break-in-Service must satisfy the reinstatement provision in Article V, Section 1 of the Plan for the vesting schedule in c. above to apply.

Special vesting rules are required to apply effective February 1, 1989 to participants who earn Contributory Service Vesting Credits for service not described in Internal Revenue Code Section 411(a)(2)(c)(ii)(I). Such participants become 100% vested after five years of special vesting service.

An attained vesting percentage is yours to keep and may never be lessened should you return to the Plan as an active participant after terminating Covered Employment.

Voluntary contributions and the interest credited each year are non-forfeitable (immediately 100% vested) and may be withdrawn during your participation in the Plan. See Question 16 of this booklet and Article I, Section 13.0 of the Plan for a detailed description of withdrawals.

10. Can I lose my service credit?

If you fail to work at least 3 months under Covered Employment, you will have a one year Break-in-Service and all previously earned non-vested Service Credits will be lost, unless your failure to earn any Credit during such period is due to:

- (a) Continuous disability,
- (b) Maternal, Paternal, Adoption or any other approved leave of absence,
- (c) Service in the Armed Forces, or
- (d) Employment either in a supervisory capacity, or in some other capacity outside the coverage of an applicable Collective Bargaining Agreement by an Employer who is regarded as an Employer for purposes of the Plan.

If you have a Break-in-Service which cancels your non-vested Service Credits and then return to Covered Employment within a period of time not longer than your previously accumulated Service Credit, or 5 consecutive one year Breaks-in-Service if greater, and earn one additional year of Service Credit, your Service Credits and Plan benefits will be fully restored.

“Covered Employment” is employment performed by a participant or member for a: (1) contributing Employer in a job classification covered by the O.P.E.I.U. Locals 30 and 537 Retirement Plan, within the jurisdictional area of O.P.E.I.U. Locals 30 and 537 or (2) a non-contributing employer in an office or clerical position within the jurisdictional area of O.P.E.I.U. Locals 30 and 537.

**Now that your vesting percentage has been established,
let's see how it applies towards your eligibility for retirement.**

11. When am I eligible for retirement benefits?

Subject to your filing application with the Trustees as required, you will be eligible to receive your vested retirement benefits when you meet the following eligibility requirements:

- a. For Normal Retirement Benefit
 - (1) The later of: (a) attainment of age 62, or (b) the fifth anniversary of your participation in the Plan for benefits earned before February 1, 2004.
 - (2) For benefits earned after February 1, 2004, the later of: (a) the attainment of age 65, or (b) the fifth anniversary of your participation in the Plan.
- b. For Early Retirement Benefit
 - (1) Attainment of age 55
- c. For Disability Retirement Benefit
 - (1) You are vested and are a present Employee, in Covered or Contiguous Non-Covered Employment, and
 - (2) You are totally and permanently disabled.

12. What is considered a total and permanent disability?

Effective January 1, 2005 you will be considered totally and permanently disabled upon award of permanent disability benefits by the Social Security Administration except for specifically excluded disabilities. Disabilities specifically excluded are disabilities incurred while in the Armed Forces of any country and disabilities caused by chronic alcoholism, narcotics, addiction, self-infliction or by engaging in a criminal enterprise.

**Now that we have determined if you've become eligible
to retire, it's time to calculate the monthly benefit.**

13. How are the amounts of retirement benefits determined?

The amount of monthly Retirement Benefit is determined as follows:

a. Normal Retirement Benefit

The monthly amount is equal to the sum of: (1), (2) and (3) below:

- (1) Your account balance on February 1, 1974 and any voluntary contributions with accumulated interest credited to your Normal Retirement Date divided by an annuity rate that is based on current actuarial assumptions.
- (2) Your Past Service Retirement Benefit equal to \$11.50 multiplied by the number of years and fractions thereof of continuous service before February 1, 1974 (not to exceed 12 years).
- (3) The amount determined as a percentage of the contributions made to the Plan on your behalf:

<u>Contributions Made for Employment</u>	<u>Percentage Accrual</u>
February 1, 1974 - January 31, 1998	3.8%
February 1, 1998 - January 31, 2000	3.5%
February 1, 2000 - January 31, 2004	2.1%
February 2004 and on	1.2%

b. Early Retirement Benefit

Since benefits will start early and probably be paid for a longer period of time, the amount of Normal Retirement Benefit earned as of your Early Retirement Date is reduced for each full month your retirement age precedes your normal retirement date. Benefits earned before February 1, 2004 are payable at age 62. If payment begins earlier, the benefits are reduced by $\frac{1}{4}\%$ for each month your retirement age precedes age 62, or your normal retirement date. Benefits earned after February 1, 2004 normally are payable at age 65. If payment begins earlier, the benefits are reduced by $\frac{1}{2}\%$ for each month your retirement age precedes age 65, or your normal retirement date. The benefit is then multiplied times your vesting percentage.

c. **Postponed Retirement Benefit**

Should you decide to retire after you are eligible for normal retirement benefits, the amount of your postponed retirement benefit is actuarially adjusted to take into consideration that payments will probably be made for a shorter period of time than if you had retired at your normal retirement date. The adjustment is $\frac{1}{2}\%$ per month that your Postponed Retirement Date is after your Normal Retirement date.

d. **Disability Retirement Benefit**

If you become eligible for Disability Retirement Benefit payments, you will be entitled to your Normal Retirement Benefit earned to date of disability multiplied times your vesting percentage with no applicable early retirement reduction.

14. Do I have a choice of how I will be paid once I retire?

Yes, you have the option of receiving your early, normal or postponed benefits in a lump sum payment or as a monthly annuity at the time of your retirement (or possibly a combination of the two as provided for in Article VIII, section 2(d)).

Following are the options which you and your spouse, if married, will be considering. Options 1 and 2 are what are considered the normal form of payments depending on your married status at the time of retirement. If Options 1 or 2 do not appeal to you, you may wish to consider Options 3, 4, 5 or 6. Upon reaching age 62 (age 65 for those whose Disability Retirement Income Benefits commenced on or after February 1, 2004), disability benefits cease and normal retirement benefits become payable based on the form of payment elected at that time.

NORMAL FORMS OF PAYMENT

Option #1

If you are married on your date of retirement, the normal form of benefit payable to you is the Spousal Benefit which will pay you a reduced monthly benefit for your lifetime with $\frac{1}{2}$ that amount payable monthly to your surviving spouse (provided that you have been married for at least 1 year) at the time of your death for the remainder of his/her lifetime. Should your spouse pre-decease you after you retire, under this option you will continue to receive the same amount for the remainder of your lifetime with no further payments to a beneficiary at the time of your death.

Should you reject this option, your spouse is required to consent in writing (witnessed by either a Plan representative or a Notary Public) acknowledging the effect of the rejection.

Option #2

The Straight Life Annuity is an unreduced monthly benefit payable for your lifetime and results in no further payments to a beneficiary upon your death. The Straight Life Annuity is the normal form of payment if you are unmarried at the time of your retirement.

OTHER FORMS OF PAYMENT

Option #3

A contingent annuitant option that would pay 100%, 66⅔% or 50% of the benefit you were receiving to a surviving beneficiary for the remainder of the beneficiary's lifetime upon your death. The greater the benefit you wish for your beneficiary, the more of a reduction in your benefit payable to you during your lifetime. As in the normal married 50% Spousal option, should your beneficiary pre-decease you, no payments to another beneficiary would be made upon your death. Under the law, you may select any of these contingent annuitant options providing that, due to the age of the beneficiary you select as your co-annuitant, the actuarial joint and survivor reduction factor is not less than 50% (unless the beneficiary is your spouse).

Option #4

A Period Certain Option in the form of a 5, 10, 15, or 20 year period. Your benefit is reduced to take into consideration that a certain number of payments may be made to a beneficiary upon your death. If, for example, you choose the 10 year certain option, 10 years of payment are guaranteed whether you die before or after the completion of the 10th year after you retire. If you die before the 10 year period, your beneficiary will receive the balance of the 10 years' worth of payments. At the end of the 10th year, the payments will cease. Should you select this option and live longer than 10 years after your retirement, you would continue to receive your benefits until you die with no further payments to a beneficiary. The longer the period certain that you choose, the more of a reduction to your monthly benefit.

Option #5

The Social Security Adjustment Option (also known as the Level Income Option) provides you with an increased amount in your monthly benefit initially and then a reduction once you start receiving Social Security. The idea of this option is to level out the combined income you will expect to receive from both the Retirement Plan and Social Security. You would only want to elect this option if you decide to retire before receiving Social Security benefits.

Option #6

The Lump Sum Option provides you with an initial single payment which is the sum of: (1) your account balance and voluntary contributions with interest, (2) vested employer contributions made on your behalf on and after February 1, 1974, and before February 1, 1995, plus (3) your vested Past Service Benefit divided by a benefit percentage factor (currently 2.205%). Should the actuarial equivalent of the sum of the benefits in a. (1) through a. (3) under question 13. be greater than this initial payment, you would then receive a residual monthly benefit actuarially equivalent to the difference. You may receive this residual monthly benefit in any payment form as described in Options 1 through 5.

Actuarial equivalents are calculated on the basis of mortality tables and interest rates specified by the government. They are used to determine what lump sum amount is equivalent to a monthly benefit.

If this residual monthly benefit in the form of a Straight Life Annuity is less than \$100, you may elect, instead, to receive the full actuarial equivalent of the benefits described above in one lump sum payment.

15. What are the requirements for cash withdrawal benefits?

To be eligible for cash withdrawal benefits you must terminate employment , have not attained age 55 and either:

- a. Not work for a Contributing Employer for 6 consecutive months and cease working in both the trade and classifications (Union or Non-Union employment) in the Unions' geographical jurisdiction, or
- b. Leave the Unions' geographical jurisdiction for 6 consecutive months.

(See question 10 for definition of Covered Employment)

If eligible, you may decide (with spousal consent) to voluntarily cash out the following instead of waiting to retirement age:

- a. Your Account Balance with interest, plus
- b. Any voluntary contributions you have made with interest, plus
- c. An amount that is actuarially equivalent to your Past Service Benefit, plus
- d. The greater of:
 - (1) The vested portion of the employer contributions made on your behalf on and after February 1, 1974 and before February 1, 1995, or
 - (2) An amount that is the actuarial equivalent of monthly benefits derived from contributions made on your behalf on and after February 1, 1974 and before February 1, 1995.

If you return to Covered Employment after receiving a Cash Withdrawal benefit, your attained vesting percentage will automatically be reinstated.

Benefits may also be reinstated provided that the Cash Withdrawal is repaid with interest at 5% per annum. Repayment periods start from the date of the Cash Withdrawal. Participants who were 100% vested at the date of withdrawal have the grater of: (1) 5 years or (2) their previous accumulated years of Total Service Credit in which to repay.

It is permissible to retain your Account Balances and repay the remainder of the Cash Withdrawal.

Monthly benefits derived from contributions made on your behalf on and after February 1, 1995 can only be paid in the form of monthly payments pursuant to a selected retirement option.

16. Can I withdraw my voluntary contribution?

The voluntary contributions you make to the Plan are accumulated in your Employee Voluntary Account. Interest is credited each February 1st. You may withdraw these contributions before you terminate or retire. Starting January 1, 2005 the number of withdrawals you may make is limited to three per calendar year. The interest portion of the withdrawals is taxable. Check with your tax advisor about the amount of tax due.

17. What benefits, if any, will be paid under the Plan if I should die prior to retirement?

There are two payment forms (one for married participants only) that your beneficiary may choose from should you die before retiring.

Your vesting percentage must be greater than 0% at the time of your death for your beneficiary to receive death benefits from this Plan.

Payment Form #1 (for married participants only)

Your widow/widower would receive the survivor's portion of the 50% Spousal benefit described in Option #1 under question 14. as if you had actually retired and then died the following day. Payments will not begin until you would have otherwise attained age 55 should you die before your 55th birthday. Your widow/widower under this payment form has the option of taking the Account Balance and Voluntary Account Balance in a lump sum at any time after your death instead of as a part of the monthly benefit.

Payment Form #2

Your beneficiary would receive: (1) your Account Balance, Voluntary Account Balance and the vested portion of employer contribution made on your behalf since February 1, 1974, less (2) the total of the amount of any disability benefits paid to you.

18. What benefits, if any, are payable under the Plan if I die after retirement?

If you should die after retirement, certain benefits will only be payable according to the type of benefit that was payable to you during your retirement. Refer once again to Question 14 for a complete explanation of what benefits may be payable upon your death after retirement.

19. Are Plan benefits supplemental to other benefits I might receive?

Yes, all Plan benefits (Retirement, Disability and Death) are in addition to and independent of any Social Security benefits and any other group or individual retirement or insurance benefits to which you or your beneficiary may be entitled.

20. How long will my retirement benefits be paid?

Initial benefit payments and increases in original benefits are paid by the Plan and the continuance of such benefits is subject, of course, to the continuance of the Plan and the adequacy of Pension Plan assets.

21. How are my retirement benefits taxed?

Benefit payments, except those based on your own voluntary contributions without interest, are subject to federal and state income tax. As such, taxes will be withheld from any payment subject to mandatory withholding as required by the Internal Revenue Code, as amended, unless you elect to have such payment paid directly to an eligible retirement plan and you specify in writing the plan to which such distribution is to be paid.

You may also elect to have taxes withheld from payments which are not subject to mandatory withholding (such as monthly payments for your lifetime).

You will be provided with a detailed explanation regarding the tax consequences of the payments to be paid to you prior to their commencement.

22. Once retired, will my benefits ever be suspended?

Your benefits are subject to being suspended if after retirement you return to Covered Employment (see question 10 for definition of Covered Employment), and are working at least 40 hours per month. Service Credits earned during re-employment after retirement are added to those earned to your first retirement date. Benefits are earned as before and will be added after any reductions for vesting, early retirement and/or options to your original benefit when you return to retirement status. Effective February 1, 1998, if you are age 70½, not a five percent owner and are working, you may elect to receive your benefit while still working.

23. May I assign my benefits or borrow from the Plan?

Unless otherwise provided by law, your benefits under the Plan are not assignable. Borrowing from the Plan is not permitted. The Plan is required to comply with Qualified Domestic Relations Orders issued by State courts.

24. Will the Plan be continued?

The Trustees expect to continue the Plan indefinitely. However, the right to change or discontinue the Plan is necessarily reserved by the Trustees. The Trustees also reserve the right to transfer the funds from one carrier to another carrier or other investment media.

25. Does this booklet describe the Plan in detail?

The information contained in this section of the booklet is intended to be only a summary of the principal features of the Plan. A complete copy of the Plan Document is provided in the last section. The Trustees reserve the right to decide, consistent with the terms of the Plan, all questions arising in the administration of the Plan.

26. Will the Plan be improved?

Your Trustees have made and will continue to make every effort to direct the Plan so that it will meet your future needs insofar as they can be foreseen and conditions permit.

27. Can I accumulate credits and benefits from employment with any Employer participating in this Plan?

Yes, you may accumulate credits and benefits from employment with any Employer participating in this Plan.

28. Can I transfer service credits to another Office Employee's Union Pension Plan?

Currently, this Retirement Plan has a reciprocity agreement with two other Pension Plans, the Western States Office and Professional Employees Pension Trust Fund and the Office and Professional Employees Local 3 Pension Trust Fund. This agreement allows a participant to combine service from all Plans towards vesting which will also help in avoiding a break-in-service from the Plans. To ensure proper crediting you should give written notices to the administration offices of each Plan as soon as you leave participation in one Plan for the other.

29. Can I transfer money to this Plan from another qualified retirement plan?

Yes. If you have been a participant in another qualified retirement plan, you may rollover all or part of your interest to this Plan. The rollover amount will be set up in a separate account to which you will be 100% vested.

30. How do I apply for benefits under the Plan?

It is your responsibility to apply for your benefits in the time and manner set forth in the rules of the Retirement Plan.

You must apply for retirement benefits at the Administrative Office at least one full month but not more than ninety days prior to your retirement date (which starts on the first day of the month). If you qualify, benefits will not begin until you have terminated Covered Employment and filed a completed application with the Administrative Office. You must also furnish proof of your date of birth before you can receive benefits. You must submit a photostatic or original copy of one of the four proofs listed below:

- (a) A birth certificate.
- (b) A baptismal certificate if the date of the birth is shown by a certified record.
- (c) Notification of registration of birth in a public registry of vital statistics.
- (d) Hospital birth record certified by the custodian of such record.

If you cannot submit any of the above proofs of age, you will be required to submit at least two of the following:

- (e) A foreign church or government record.
- (f) A signed statement by a physician or midwife who was in attendance at birth, as to the date of birth shown on their records.
- (g) Naturalization record.*
- (h) Immigration record.*
- (i) Passport.*
- (j) Military record.
- (k) School Record certified by the custodian.
- (l) Vaccination record certified.
- (m) Marriage record showing date of birth.
- (n) Other evidence such as signed statements from persons having knowledge of date of birth.

* Items (g), (h), and (i) may not be photocopied, so you must submit the original. Originals of any document furnished will be returned to you.

The Board of Trustees reserves the right to request additional items if necessary.

If you have a question regarding the application and/or the requirements for application, you may call the Administrative Office at (213) 381-5934.

Mail your completed form together with necessary records to:

OPEIU Locals 30 & 537 Retirement Fund
520 So. Lafayette Park Place, Suite 101
Los Angeles, California 90057-1607

Cash Withdrawal Benefit applications may be filed within six months or later from the time you terminate employment. If you are no longer working at the trade within OPEIU Local 30's or OPEIU Local 537's geographical jurisdiction, your cash withdrawal benefit, if you qualify, will be processed after six calendar months in which no contributions were made on your behalf.

Disability Benefit applications should be filed by you as soon as possible if your disability is likely to last over six months, since benefits will not begin until: (1) you file a claim, and (2) you have been disabled six months. It would suit you well to apply for disability benefits when you apply for Social Security disability benefits.

Death Benefit claims must be filed by your beneficiary with a certified death certificate with the Administrative Office. Keep this booklet with your important papers so your beneficiary can file properly.

31. What happens if my claim for benefits is denied?

If the application of you or your beneficiary for benefits is denied under the Plan, you have 60 days after learning of the denial in which to request in writing a hearing before the Board of Trustees. If the dispute involves disability retirement, you will be notified of the denial within 45 days and then have another 45 days to file an appeal with the Board of Trustees.

You can request additional time to respond. After the hearing the Trustees will issue their decision in writing.

32. Who decides whether you are entitled to benefits?

The Board of Trustees with assistance and professional advice from its agents are responsible for reviewing applications for benefits, accepting such applications, or declining such applications.

33. How are my benefits recorded?

Your accumulated contributions and benefits earned will be recorded in the Administrative Office. A report on the status of your account will be made available to you annually based on contributions received before the end of that Plan Year.

34. What are some of the duties of the Trustees?

- To carry out the purposes of the Revised Trust Agreement in accordance with its provisions and applicable laws.
- To develop and adopt a Retirement Plan and to review and modify the Retirement Plan from time to time as may be indicated by actuarial study and legal requirements.
- To administer the Fund and the Retirement Plan, establishing rules and regulations, authorizing administrative procedures and expenses, and authorizing payment of claims and benefits.

SUPPLEMENTAL PLAN INFORMATION

PLAN SPONSOR

This Plan is sponsored and administered by a joint labor and management Board of Trustees. Half the members represent Union Employees, and half represent participating Employers. Trustees serve without compensation and are selected by their respective parties. The name, address and telephone number of the Plan Sponsor is printed on the back of this booklet.

A complete list of participating Employers sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Plan's administrator, and is available for examination by Participants and beneficiaries. Upon written request to the Plan's administrator, Participants and beneficiaries may receive information as to whether a particular employer is a sponsor of the Plan, and if so, the sponsor's address.

IDENTIFICATION NUMBER

The Plan Employer Identification number assigned to the Board of Trustees by the Internal Revenue Service is 95-6072309. The three digit Plan Number is 001.

TYPE OF PLAN

The Plan is a defined benefit pension plan that provides benefits upon retirement and other related benefits.

TYPE OF ADMINISTRATION

This Plan is administered by the Board of Trustees, with the assistance of an attorney, an actuary and an accountant who shall be determined by the Board of Trustees.

NAME AND ADDRESS OF AGENT FOR SERVICE OF PROCESS

The Trustees have designated

Patrick T. Connor
DeCarlo, Connor & Selvo
533 South Fremont Avenue, 9th Floor
Los Angeles, California 90071-1706

as agent to accept service of legal process on the Fund's behalf. Service of legal process may also be made upon a Plan Trustee.

NAMES AND ADDRESSES OF TRUSTEES

Employer Trustees

James K. Bernsen
11322 Kensington Road
Los Alamitos, California 90720

Milton D. Johnson
Southern California Pipe Trades Administrative
Corporation
501 Shatto Place, 5th Floor
Los Angeles, California 90020

Patrick McGinn
Carpenters' JATC Fund for Southern California
533 S. Fremont Avenue #401
Los Angeles, California 90071-1706

M.E. Martinez
1712 Carnoustie Drive
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Richard N. Slawson
L.A./Orange Counties Bldg. &
Construction Trades Council
1626 Beverly Blvd.
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Union Trustees

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COLLECTIVE BARGAINING AGREEMENT

The Plan is maintained pursuant to Collective Bargaining Agreements established between participating Employers and Union representatives. Copies of the agreements may be obtained by Participants and beneficiaries upon written request to your Local Union Office and are available for examination by Participants and beneficiaries.

PLAN TERMINATION INSURANCE

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent, and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

STATEMENT OF PARTICIPANT'S RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a participant in O.P.E.I.U. Locals 30 & 537 Retirement Fund 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: Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, 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 Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

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.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide a statement free of charge.

Prudent Actions 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 employee benefit 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 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 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.

Assistance with Your Questions

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 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.

GENERAL INFORMATION

CURRENT NAME AND ADDRESS INFORMATION

It is your responsibility to keep the Administrative Office informed at all times of your legal name, current address and the name of your Beneficiary(ies).

ENROLLMENT CARD

It is necessary for all employees eligible under the Retirement Plan to file a completed enrollment card with the Administrative Office. The card will include complete information pertaining to the individual employee and beneficiary(ies).

FILING AN APPLICATION

All transactions concerning your Retirement Plan participation and applications for Benefits must be filed in writing on forms which are available at the Administrative Office. Applications should be submitted 45 days prior to anticipated retirement date.

QUESTIONS

Your Administrative Office will be glad to assist you with any questions you have pertaining to the Plan.

PROCESSING APPLICATIONS

The processing of applications will be carried out as quickly as possible.

DECISIONS

Written decisions of approval or denial will be submitted to you or to your Beneficiary. In the event a claim is denied you will receive:

- a request for additional material or information to further support your claim, and the reason why these are necessary, or
- specific reasons for the denial, and/or
- clear reference to the Plan provisions upon which the denial is based, and a notice of your right to have the denial reviewed as explained below.

REQUEST FOR REVIEW

You or your authorized representative may request a review of your claim by giving written notice to the Plan Administrator who will forward it to the Board of Trustees. You have the right to:

- have representation,
- review pertinent documents, and
- present written issues and comments.

Your request must be made not later than 60 days (45 days for disability) after you receive the notice of denial. If you fail to act within the time limit, you lose the right to have your claim reviewed, unless you have requested and been granted additional time.

DECISION ON REVIEW

Upon receipt of your request for review, the Board of Trustees shall make a full and fair evaluation and conduct a hearing, if necessary. Additional documents may be required for such a review. Thereafter, the Trustees shall issue a written decision affirming, modifying, or setting aside the former action.

RETIREMENT STATEMENT

As long as you are an unretired Participant in the Plan and your benefits have not been forfeited, you should expect to receive a statement annually from the Administrative Office. The statement reflects your accrued monthly benefits payable at normal retirement age based on your accumulated service credits and benefits earned to date. It is extremely important that the Administrative Office has your correct date of birth. Please notify the Administrative Office as soon as possible if your retirement statement shows an incorrect or missing date of birth.

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCALS 30 & 537
RETIREMENT FUND**

PLAN DOCUMENT

(as amended through and restated on February 1, 2005)

**OFFICE AND PROFESSIONAL EMPLOYEES
LOCALS 30 & 537 RETIREMENT FUND
AS AMENDED THROUGH AND RESTATED ON FEBRUARY 1, 2005**

By resolution effective January, 1962 the Board of Trustees of the Office and Professional Employees International Union Local No. 30 adopted a Pension Plan. The provisions of such Plan together with restatements and amendments are as follows for those who have not yet retired as of January 31, 2005:

ARTICLE I - DEFINITIONS

Section 1 Trust Definitions

Unless the context or subject matter otherwise requires, as determined by the Board of Trustees, the words and terms used in this Plan shall have the same meaning as in the Amended Agreement and Declaration of Trust of the OPEIU Locals No. 30 and 537 Retirement Trust Fund, herein referred to as Trust Agreement. Any conflicts between the provisions of this Retirement Plan and the Trust Agreement shall be resolved in favor of the provisions of the Plan insofar as the operation of this Plan is concerned.

Section 2 Effective Date

January 1, 1962 for the original Plan and February 1, 2005 for this current amended and restated Plan.

Section 3 Collective Bargaining Agreement

Any agreement between the Employer and the Union, which specifically provides among other things, for Employer contributions to the Trust Fund, and further executes an agreement to be bound by the terms of this Retirement Plan.

Section 4 Employer

Any Employer who is required by the Collective Bargaining Agreement to make contributions to the Trust Fund.

Section 5 Member or Participant

An Employee covered by the Collective Bargaining Agreement, any vested Employee (past or present) or any Pensioner or Beneficiary.

Section 6 Plan Year

Each period of 12 calendar months commencing February 1 and ending January 31 of the following year during which this Plan is in effect. The Plan Year shall serve as the vesting computation period.

Section 7 Plan

The O.P.E.I.U. Locals 30 and 537 Retirement Fund for Members as described in the following articles and sections.

Section 8 Trust Agreement

The agreement between the Trustees which is approved by the Internal Revenue Service establishing a legal trust for this Plan.

Section 9 Trust Fund

The fund created under the Trust Agreement in which all the Employer contributions are deposited and accumulated for the purpose of providing the benefits outlined in the Plan, and paying the expenses of administration.

Section 10 Trustee

The Trustee designated in accordance with Article III of the Trust Agreement.

Section 11 Union

The Office and Professional Employees International Union, Locals No. 30 and No. 537, AFL-CIO-CLC.

Section 12 Actuarial Equivalency

“Actuarially Equivalent” means an equivalent value based on:

- (a) For voluntary or involuntary cash-outs, and for adjusting maximum permissible benefits under the Internal Revenue Code Section 415, the mortality table prescribed by the Secretary of the Treasury pursuant to the provisions of Section 417(e)(3) of the Code, and an interest assumption equal to the annual interest rate on 30-year Treasury securities as published in accordance with rules prescribed by the Internal Revenue Service Commissioner for the month of September preceding the Plan Year containing the effective date of the cash-out.
- (b) For all other equivalences, the Unisex Pension Mortality Table set back four years and an interest assumption of 7% compounded annually.

Section 13.0 Interest Credits on Account Balances

- (a) Account Balances and Voluntary Account Balances are credited with interest each year as follows:

February 1, 1974 through January 31, 1978	5%
February 1, 1978 through January 31, 1980	6%
February 1, 1980 through January 31, 1981	7%
February 1, 1981 through January 31, 1994	8%
February 1, 1994 and thereafter	5%
- (b) Effective with interest credited January 31, 1999, bonus interest will also be credited to such accounts each January 31st equal to the sum (not less than zero) of the following:
 - (1) 80% of the actuarial gain percentage on the investment assumption as reported in the previous year's actuarial valuation report, plus
 - (2) 20% of such gain percentage from the next previous year, less
 - (3) up to 100% of any loss percentages not previously accounted for through this formula during the five years ending with the previous year's actuarial valuation (but not before January 31, 1996).
- (c) The first bonus interest calculation, January 31, 1999, will also include 80% of the actuarial investment gain percentages from January 31, 1996 and 1997 reports. The second bonus interest calculation will also include the remaining 20% of the actuarial investment gain percentages from the January 31, 1996 and 1997 reports.

- (d) The potential bonus interest credit to be applied on any January 31st will not be final until the Board of Trustees has both:
- (1) accepted the previous year's actuarial valuation report, and
 - (2) ratified application of the formula described above in this Article I, Section 13.

Section 13.1 Account Balance

The Employer contributions made on a Member's behalf prior to February 1, 1974, plus interest credited to such contributions. After February 1, 1974, the Account Balance will be credited with accumulated interest (5% per annum effective February 1, 1994) until cashed out or converted to an actuarial equivalent monthly benefit at the date of retirement.

Section 13.2 Voluntary Account Balance

The Employee's voluntary contributions plus interest (5% per annum effective February 1, 1994) credited to such contributions (see Article X) until cashed out or converted to an actuarially equivalent monthly benefit at the date of retirement.

Section 13.3 Past Service Benefit

A benefit of \$11.50 per month is accrued for participants in the Fund for whom a contribution was made for any portion of a Plan Year, credited during any part of the period from February 1, 1962 to January 31, 1974 with a maximum allowable benefit of \$138.00 (12 years).

Section 14 Beneficiary

Subject to such conditions as the Trustees may prescribe and the law provides, Beneficiary means that person or persons entitled to benefits payable from the Plan. For death after retirement the Beneficiary will be the person(s) designated by the Participant on the Plan retirement application form. For death before retirement the Beneficiary will be the person(s) designated by the Participant on the Plan Enrollment Card. If a Participant dies with a death benefit payable to a Beneficiary and there is no valid designation of Beneficiary by the Participant on file at the Administrative Office, then the payments shall be made in accordance to the following order: (1) the Participant's spouse, (2) the Participant's child(ren), (3) the Participant's parent(s), the Participant's brother(s) and sister(s), and (4) the Participant's heirs.

Section 15 Covered Employment

"Covered Employment" is employment performed by a participant or member for an Employer in a job classification covered by the O.P.E.I.U. Locals 30 and 537 Retirement Fund, within the jurisdictional area of O.P.E.I.U. Locals 30 and 537.

Section 16 Contiguous Non-Covered Employment

Employment for an Employer in a job not covered by this Plan which is contiguous with a Member's Covered Employment with the same Employer. A period of Non-Covered Employment will be considered to be contiguous with Covered Employment only if there is no quit, discharge, or other termination of employment between the period of Covered and Non-Covered Employment.

Section 17 Normal Retirement Age

For benefits accrued prior to February 1, 2004 the Normal Retirement Age of a Member in the Plan is attainment of age 62 or, if later, the fifth anniversary of participation in the Plan. For benefits accrued on and after February 1, 2004 the Normal Retirement Age of a Member in the Plan is attainment of age 65 or, if later, the fifth anniversary of participation in the Plan.

Section 18 Spouse (Surviving Spouse)

The spouse or surviving spouse of the Member, provided that a former spouse will be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in Section 414(p) of the Internal Revenue Code.

ARTICLE II - ELIGIBILITY

Section 1

The Plan covers all participating employees for whom contributions are required under the terms of the Collective Bargaining Agreement after one hour of Covered Employment.

ARTICLE III - SERVICE CREDIT

Section 1

Service Credit means the total number of years of employment which is recognized for determining a vested percentage for Plan benefits. Service credit before entering the Plan is referred to as "Past Service Vesting Credit" and the remaining vesting service credit is referred to as "Contributory Service Vesting Credit."

(a) Past Service Vesting Credit is given to participants for continuous prior service as an office, technical, or professional employee in the classifications within the geographical jurisdiction of O.P.E.I.U. Local 30 or O.P.E.I.U. Local 537.

- (1) Participants in the Plan before February 1, 1974 are credited for up to 24 months of prior service worked in the trade within the jurisdiction of OPEIU Locals 30 or 537.
- (2) Participants entering the Plan on or after February 1, 1974 and before February 1, 1983 are given credit for up to nine years of prior service provided that at least 5 months of Employer contributions have been made to the Plan on the Participant's behalf.
- (3) No past service credit is automatically given for those entering the Plan on or after February 1, 1983.

(b) Contributory Service Vesting Credit is computed as the sum of (1) and (2) below:

- (1) One year of Contributory Service Vesting Credit is granted for each Plan Year in which contributions were made on the Participant's behalf to the Plan for the Plan Years beginning February 1, 1974 and February 1, 1975.
- (2) For Plan Years beginning on and after February 1, 1976 Contributory Service Vesting Credit will be granted according to the following schedule:

<u>Months of Contributions</u>	<u>Year of Contributory Service Vesting Credit</u>
2 or Less	0.0
3	0.6
4	0.8
5 or More	1.0

Total Service Credit is the sum of the Participant's Past Service Vesting Credit and Contributory Service Vesting Credit.

Service Credits may also be earned for contiguous non-Covered Employment as defined by Article I, Section 16. Participants are granted one month of Contributions for vesting purposes for each month with at least one hour of contiguous non-Covered Employment.

Except for qualified military service, Service Credits are earned only when gainfully employed and based on the performance of duties for the Contributing Employer. Vesting Service Credits cannot be earned while on disability or approved leaves of absence.

Section 2

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. The Plan will pay for all benefits accrued while a Participant is engaged in qualifying military service as required under Section 414(u) of the Code. Such benefits will be accrued in accordance with the Participant's average months of employment during the twelve months immediately prior to the Participant's qualified military service. The Plan will provide for such benefits provided that the Participant is engaged in Covered Employment immediately prior to his or her qualified military service and returns to Covered Employment by registering for employment with the Union within ninety days following his or her qualified military service.

ARTICLE IV - VESTING

Section 1

All Members in the Plan as of February 1, 1974 will be vested in their Account Balances and in future Plan benefits in accordance with the following vesting schedule:

Months of Service Credit	Vesting Percentage
Up to 6 months	0%
6 to 12 months	25%
Over 12 to 18 months	50%
Over 18 to 24 months	75%
Over 24 months	100%

Section 2

New Members in the Plan after February 1, 1974 will vest in Plan benefits in accordance with the following schedule:

Completed Years of Total Service Vesting Credit	Vesting Percentage
Less than 5 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 or more years	100%

Section 3

A Member who works one or more hours in Covered Employment on or after February 1, 1998 will vest in Plan benefits in accordance with the following schedule (in lieu of the schedule in Section 2):

Completed Years of Total Service Vesting Credit	Vesting Percentage
Less than 5 years	0%
5 or more years	100%

A Member who has incurred a Break-in-Service must satisfy the reinstatement provisions in Article V, Section 1 for the vesting schedule in Section 3 above to apply.

Section 4

A Member who terminates with a vested right under the Plan shall have the right to elect any normal or optional form of benefit payment on or after his/her Early Retirement Date. An attained vested percentage may not be forfeited or lessened.

Section 5

Active Members shall be 100% vested upon reaching Normal Retirement Age.

Section 6

Special Vesting Rules. Effective on or after February 1, 1989, a special rule as required by Section 1113 (a) of the Tax Reform Act of 1986 shall apply to participants who earn Contributory Service Vesting Credits for service which is not described in Code Section 411(a) (2) (C) (ii) (I) and regulations thereunder. Contributory Service Vesting Credit which is eligible for the special vesting rule is called Special Vesting Service.

- (a) Participant become Specially Vested Participants on the later of the following:
 - (1) when they earn five years of Special Vesting Service; or
 - (2) the first day on or after February 1, 1989 on which they earn any Special Vesting Service, provided all participation requirements are met;
- (b) The one year Break-in-Service and forfeiture rules shall apply to Special Vesting Service.
- (c) Once participants become Specially Vested Participants, they shall be 100% Vested participants and their benefits and Service Vesting Credits shall be nonforfeitable.

ARTICLE V - BREAK-IN-SERVICE

Section 1

Any non-vested Member will incur a one year Break-in-Service for any year when no duties were performed or the Trust received contributions on the Member's behalf for 2 months of Covered Employment or less. All previously accumulated non-vested Service Credit and non-vested benefits will be forfeited (except for any Voluntary Contributions credited with interest).

For Members who incur a one year Break-in-Service after February 1, 1985, all previous non-vested Service Credits and benefits are reinstated after returning to Covered Employment and working 5 months before the greater of: (1) the previous total of Service Credit, or (2) 5 consecutive one year Breaks-in Service. For a one year Break-in-Service prior to February 1, 1985, a Member's Service Credits and benefits were reinstated according to the provisions in the Plan at that time.

For purposes of determining vesting in benefits earned subsequent to a Break-in-Service, Total Service Vesting Credit shall include years earned prior to such Break-in-Service for Members who had a nonforfeitable interest at the time of the Break-in-Service and who complete a Year of Contributory Vesting Service following such Break-in-Service.

Section 2

An authorized leave of absence or layoff by the Employer that does not exceed one year will not count towards a Break-in-Service. Exceptions to prevent a Break-in-Service will also be made for time spent in the military, and maternal, paternal, or adoption leaves as defined under the Employee Retirement Income Security Act of 1974 as amended by the Retirement Equity Act and for any contiguous non-Covered Employment as defined in Article I, Section 16. For purposes of this paragraph, an absence from work for maternity or paternity reasons that commences on or after February 1, 1987 means an absence: (1) by reason of the pregnancy of the Member, (2) by reason of a birth of a child of the Member, (3) by reason of the placement of a child with the Member in connection with the adoption of such child by such Member, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The hours of service credited under this paragraph shall be credited (1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break-in-Service in that period, or (2) in all other cases in the following Plan Year.

In order to receive credit for hours of work during maternity or paternity leave, the Member must deliver to the Plan:

- (a) a certificate stating that the absence was on account of an authorized maternity or paternity leave, and
- (b) sufficient information to enable the Plan to determine the length of the absence.

ARTICLE VI - RETIREMENT DATES

Section 1 Normal Retirement Date

The Normal Retirement Date of a Member in the Plan is the first day of the month coinciding with or next following Normal Retirement Age. As detailed in Article I, Section 17, the Normal Retirement Age of a Member for benefits accrued before February 1, 2004 is different from the Normal Retirement Age of a Member for benefits accrued on or after February 1, 2004.

Section 2 Early Retirement Date

A Member may elect as an Early Retirement Date the first day of any month after attaining age 55 and completing the vesting requirements in Article IV of the Plan.

Section 3 Postponed Retirement Date

A Member may elect as a Postponed Retirement Date the first day of any month past the Normal Retirement Date. Effective February 1, 1997, a participant, other than a five percent owner, need not commence distributions until April 1 of the calendar year following the later of the year in which the participant attains age 70½ or the year in which the participant terminates employment. Participants 70½, not a five percent owner, may elect to receive their benefits while still working.

Unless the Member elects otherwise, the payment of benefits shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following occurs: (a) the Member attains normal retirement age, (b) the Member reaches the tenth anniversary of participation in the plan, or (c) the Member separates from service.

Section 4 Disability Retirement Date

- (a) A Member who is totally and permanently disabled will be eligible for the vested benefits described in Article VII, Section 4 - Disability Retirement Income.
- (b) Total and permanent disability shall be considered established upon receipt of permanent disability benefits by the Social Security Administration.
- (c) If an application for a Disability Retirement and proof of entitlement to disability benefits from the Social Security Administration are submitted to the Trustees within 60 days after the notice of the Social Security Administration was issued, such application shall be considered timely and payment of the Disability Retirement shall commence as of the seventh month following the date of disability as determined by Social Security Administration. If such application and notice of entitlement to Social Security disability benefits are not timely submitted, benefits shall commence as of the first of the month coinciding with, or immediately following their receipt by the Trustees.
- (d) The provisions of this section shall not apply to a Member who has incurred a Break in Service prior to becoming disabled nor in any case when the disability resulted from the commission of a felony or intention to inflict self-injury. However, entitlement to Early, Normal or Postponed Retirement benefits shall not be affected by such divestiture.

Section 5 Re-Employment After Retirement - Suspension of Benefits

If a member retires under this Plan, and is later re-employed with a contributing Employer or is later re-employed in an office or clerical position with a non-contributing employer, he/she shall not be entitled to retirement income payments for any calendar month in which 40 or more hours are completed with such contributing Employer or non-contributing employer in the geographic area covered by the Plan.

Before a Member's retirement income payments are suspended, the Plan's administrator shall first give notice to the Member by first class mail in the first month in which the Plan withholds the payment, that retirement benefits are being suspended and the reason for the suspension. Such notification shall contain a description of the specific reasons why benefit payments are being suspended, a description of the Plan provision relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable U.S. Department of Labor regulations may be found in Section 2530.203-3 of the Code of Federal Regulations. In addition, the notice shall inform the Participant of the Plan's procedures for affording a review of the suspension of benefits. A written request for such review must be filed within 180 days of the notice of suspension given to the Participant by the Plan.

When retirement income payments are resumed, any retirement benefits which were paid when the Member was not entitled to receive them may be recovered as follows:

When the Member re-retires, the Plan may defer the initial retirement payment until the first day of the third calendar month following re-retirement and may withhold from the initial payment a maximum of 3 months retirement payments, and thereafter may withhold up to 25% of future retirement benefits, until the full amount of any overpayments are recovered. Retirement payments due on retirement shall be increased to reflect any additional service credits and benefits earned during re-employment.

ARTICLE VII - RETIREMENT INCOME

Section 1 Normal Retirement Income

Each eligible Member will receive a total monthly benefit on his/her normal retirement date from the sources below:

- (a) A monthly Past Service Benefit as defined in Article I, Section 13.3.
- (b) A monthly benefit that is actuarially equivalent to the Account Balance as defined in Article I, Section 13.1.
- (c) A monthly benefit that is actuarially equivalent to the Voluntary Account Balance, as defined in Article I, Section 13.2.
- (d) A monthly benefit equal to 3.8% of Employer contributions made on a Member's behalf from February 1, 1974 through January 31, 1998, 3.5% for contributions from February 1, 1998 through January 31, 2000, and 2.1% for contributions from February 1, 2000 through January 31, 2004, and 1.2% for contributions from February 1, 2004 on.

Section 2 Early Retirement Income

If all or part of a Member's retirement income is payable as an Early Retirement benefit, that portion shall be equal to his/her Normal Retirement Income for service to the Early Retirement Date in accordance with the following:

- (a) Benefits accrued prior to February 1, 2004

Benefits from Section 1.(a) and (d) are reduced by one quarter of 1% for each month the Member's age at the time of retirement precedes Normal Retirement Age. Pursuant to Article I, Section 17, the Member's Normal Retirement Age for benefits earned prior to February 1, 2004 is the later of age 62 or the fifth anniversary of participation.

- (b) Benefits accrued on or after February 1, 2004

Benefits from Section 1.(a) and (d) are reduced by one half of 1% for each month the Member's age at the time of retirement precedes Normal Retirement Age. Pursuant to Article I, Section 17, the Member's Normal Retirement Age for benefits earned on or after February 1, 2004 is the later of age 65 or the fifth anniversary of participation.

Benefits payable from Section 1.(a) and (d) are subject to the vesting requirements described in Article IV.

Section 3 Postponed Retirement Income

If all or part of a Member's retirement income is payable commencing after his/her Normal Retirement Date, that portion shall be equal to the sum of: (1) his/her Normal Retirement Income for service to the Normal Retirement Date, with benefits from Section 1.(a) and (d) increased by one-half of 1% for each month the Member's age at the time of retirement exceeds Normal Retirement Age, plus (2) Retirement Income for service after the Normal Retirement Date increased one-half of 1% for each month the Postponed Retirement Date exceeds the Plan Year in which the Retirement income was earned.

Section 4 Disability Retirement Income

A Member retiring on a Disability Retirement shall be entitled to a Disability Retirement Benefit commencing on his/her Disability Retirement Date equal in value to the Normal Retirement Income for vested service to the Disability Retirement Date payable in the form of a life annuity. For a member whose Disability Retirement Income commenced prior to February 1, 2004, payments shall end on the member's death or the first day of the month following age 62, whichever is earlier. For a member whose Disability Retirement Income commences on or after February 1, 2004, payments shall end on the member's death or the first day of the month following age 65, whichever is earlier.

After the cessation of Disability Retirement Income payments, the surviving member's retirement income would then be payable in the Normal Form of Benefit described under Article VIII unless the member elects any of the Forms of Retirement also described under Article VIII. Adjustments for early or postponed retirement shall be applied where appropriate.

Death benefits as described under Article IX, Section I would be payable for a married member who dies while on a Disability Retirement Pension.

ARTICLE VIII - FORMS OF RETIREMENT

Section 1 Normal Forms of Benefit

Unless an optional form of benefit is selected (see Section 2) pursuant to a qualified election described in Section 5 hereof within the 90 day period ending on the day the Member is to receive his/her first retirement payment, a married Member's vested accrued benefit will be paid in the form of a qualified 50% Joint and Survivor annuity and an unmarried Member's vested accrued benefit will be paid in the normal form of a life annuity.

Under a 50% Joint and Survivor Benefit, the member shall receive a monthly benefit for his/her lifetime. The surviving spouse shall receive (provided that the marriage had been in effect for at least 1 year) a monthly benefit equal to 50% of the amount the Member was receiving beginning on the first day of the month following the Member's death and ending with the payment due on the first day of the month in which the spouse's death occurs. If the Member survives his/her spouse, no payments are due after the Member's death.

In the case of a qualified Joint and Survivor Annuity, the Plan Administrator shall provide each Member within a reasonable period prior to the commencement of benefits a written explanation of: (1) the terms and conditions of a qualified Joint and Survivor Annuity; (2) the Member's right to make and the effect of an election to waive the qualified Joint and Survivor Annuity form of benefit; (3) the rights of a Member's spouse; and (4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

Section 2 Optional Forms of Benefit

In lieu of the normal forms of payment, a Member may elect one of the following option:

- (a) **Contingent Annuitant Option.** This option provides a benefit actuarially equivalent to the Life Annuity which is payable to a Member for life and for the continuance of such payments for life to a surviving designated Contingent Annuitant, if living, after the Member's death. The amount payable to the Contingent may be the same as, two-thirds, or half as large as payments before the Member's death.

If the Contingent Annuitant dies before the Member's retirement date, benefits will automatically become payable under the provisions of Article VII, Sections 1 and 2. If the Contingent predeceases the Member, no further payments are due after the Member's death.

No Member may elect to defer receipt of benefits to the extent of creating a Beneficiary's death benefit or more than 50% of the present value of the Member's benefit unless the Beneficiary is the Member's Spouse.

- (b) **Social Security Adjustment Option.** A Member retiring before Federal Old Age Benefits (Social Security) are payable, may elect to receive income actuarially equivalent to the Life Annuity which will provide insofar as practical, a constant total retirement income inclusive of the estimated Federal Old Age Benefit, both before and after it is scheduled to commence.
- (c) **Pension Certain Option.** This option provides a reduced benefit to the Member for life which is actuarially equivalent to the Life Annuity. However, if the Member's death occurs within the certain period, payment in the same amount will continue to the Beneficiary for the balance of the certain period. A Member may elect a Period Certain of 5 years, 10 years, 15 years or 20 years, but in no event shall such period exceed the life expectancy of the Member.
- (d) **Lump Sum.** This option provides a Member with one lump sum payment which is actuarially equivalent to the vested portion of his/her single life annuity. The lump sum payment is comprised of the following at the Member's Retirement Date:
 - (1) The Account Balance at February 1, 1974 interest.
 - (2) The Voluntary Account Balance with interest.
 - (3) The Past Service Benefit as described in Article VII, Section 1(a) divided by a benefit percentage factor (currently 2.205%).
 - (4) The total contributions made by a contributing Employer on the Member's behalf on or after February 1, 1974 and before February 1, 1995.

Should the actuarial equivalent of the benefits described in Article VII, Section 1(a) and (d) be greater than the amounts in (3) plus (4) above, the difference will be paid in the form of an actuarially equivalent monthly benefit. However, if the resulting monthly benefit in a Straight Life Annuity form is less than \$100, the Member shall be entitled to elect to receive the full actuarial equivalent of the benefits described above in one lump sum payment.

Section 3

Once a choice as to a form of retirement income or retirement date is made and accepted, it cannot be rescinded by the Member without the written consent of the Board of Trustees, which consent may be subject to satisfactory evidence of the Member's or the Contingent Annuitant's good health.

Section 4 Cash Withdrawal

A Participant may elect, with spousal consent as described in Section 5 hereof, to voluntarily withdraw from the Plan before retirement by taking a Cash Withdrawal (in lieu of the Qualified Joint and Survivor Annuity) if the Participant qualifies by terminating employment and:

- (a) not working for any Employer for 6 consecutive months and cease working in both the trade and classifications in the Unions' geographical jurisdiction, or by
- (b) leaving the Unions' geographical jurisdiction for 6 consecutive months.

The Cash Withdrawals would allow the Participant to receive the following in lieu of retirement benefits:

- (a) His/her Account Balance as described in Article 1, Section 13.1 plus
- (b) His/her Voluntary Account Balance as described in Article 1, Section 13.2, plus

- (c) The actuarial equivalent of his/her Past Service Benefit as described in Article 1, Section 13.3, and
- (d) The greater of:
 - (1) the vested portion of Employer contributions made on his/her behalf on or after February 1, 1974 and before February 1, 1995, or
 - (2) the actuarial equivalent of monthly benefits derived from Employer contributions made on his/her behalf on or after February 1, 1974 and before February 1, 1995.

Benefits derived from Employer contributions on or after February 1, 1995 will be paid in the form of monthly retirement benefits only.

If a Participant returns to Covered Employment after receiving a Cash Withdrawal, benefits actuarially equivalent to the Cash Withdrawal can be reinstated provided that the Cash Withdrawal be repaid to the Plan with interest at 5% per annum. Repayment periods start from the date of receipt of the Cash Withdrawal. Participants have until the end of the fifth consecutive one-year Break-in-service in which to repay.

It is permissible to retain any portion of the Cash Withdrawal that consisted of Voluntary Contributions or the Account Balance and to repay only the remainder. Benefits reinstated will only relate to the amount repaid.

Section 5 Qualified Election/Spousal Consent Requirements

Qualified election means a waiver of a Qualified Joint and Survivor Annuity. The waiver must be in writing and must be consented to by the Member's spouse within 90 days of the day the Member is to receive his/her first retirement payment. The spouse's consent to a waiver must be witnessed by a Plan's representative or a Notary Public and must be limited to a benefit for a specific alternate Beneficiary and specific form of benefit. Notwithstanding this consent requirement, if the Member establishes to the satisfaction of a Plan representative that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will be deemed a qualified election. Any consent necessary under this provision will not be valid with respect to any other spouse. Additionally, a revocation of a prior waiver may be made by a Member without the consent of the spouse at any time before the commencement of benefits. The number of revocations shall not be limited. Any new waiver or change of Beneficiary will require a new spousal consent.

ARTICLE IX - DEATH BENEFITS

Section 1

If the death of a married Member occurs after the Member becomes vested, but prior to actual retirement, the Member's surviving spouse will be entitled to receive the Survivor's part of a 50% Joint and Survivor benefit (known as the qualified pre-retirement survivor annuity) calculated and payable on the later of: (1) the first of the month coinciding with or following the date of the Member's death or (2) the first of the month coinciding with or following the date on which the Member would have attained age 55.

Section 2

If death of a Member without a surviving spouse occurs prior to retirement, the Member's beneficiary shall receive the balance, if any of: (1) the Member's Account Balances determined as of February 1, 1974 plus any Voluntary Contributions made thereafter, with accumulated interest to the date of death, plus the total of the vested Employer contributions made after February 1, 1974, less (2) the total of the amount of any disability benefits paid to the Member. A surviving spouse may elect this death benefit in lieu of the Qualified Pre-retirement Survivor Annuity described in Section 1.

Section 3

Death benefits to Beneficiaries of Members who die after retirement are payable according to the description of benefits payable under normal forms and optional forms of benefits as describe din Article VIII.

Section 4

- (a) If the Member dies after distribution of his or her interest has commenced, the remaining portion of his or her interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Member's death.
- (b) If the Member dies before distribution of his or her interest commences, the Member's entire interest will be distributed no later than 5 years after the Member's death except to the extent that an election is made to receive distributions in accordance with (1) or (2) below:
 - (1) if any portion of the Member's interest is payable to a designated Beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the designated Beneficiary commencing no later than 1 year after the Member's death;
 - (2) if the designated Beneficiary is the Member's surviving spouse, the date distributions required to begin in accordance with (1) above shall not be earlier than the date on which the Member would have attained age 70½ and if the spouse dies before payments begin, subsequent distributions shall be made as if the spouse had been the Member.
- (c) For purposes of (b) above, payments will be calculated by use of the return multiples specified in Section 1.72-9 of the Internal Revenue Service regulations. Life expectancy of a surviving spouse may be recalculated annually. In the case of any other designated Beneficiary, life expectancy will be calculated at the time payment first commences and payments for any 12-consecutive month period will be based on such life expectancy minus the number of whole years passed since distribution first commenced.
- (d) For purposes of this Section 4, any amount paid to a child of the Member will be treated as if it had been made to the surviving spouse if the amount becomes payable to the surviving spouse when the child reaches the age of majority.

ARTICLE X - VOLUNTARY CONTRIBUTIONS

Section 1

Each Member may make regular monthly payments from salary to the Trust Fund in even amounts but not to exceed 10% of the total compensation paid by the Employer. Such contributions with accumulated interest will comprise the Employee's Voluntary Account Balance. The Voluntary Account Balance will be determined on February 1, 1974 under the terms of the prior Plan. After February 1, 1974, the Voluntary Account Balance will be credited with accumulated interest. Voluntary contributions and the interest accrued are at all times 100% vested and non-forfeitable.

Section 2

Upon termination, retirement or disability, a Member (or Beneficiary, in the event of death) may receive the accumulated Voluntary Account Balance with interest in a lump sum payment or, at retirement, in the form of a monthly annuity payable in the same form as the pension benefit such Member is entitled to.

Section 3

Upon written request to the Administrative Office by a Member who has not commenced receiving a retirement benefit under the Retirement Plan, the Trustees shall permit withdrawals of the contributions made voluntarily by the Employee to the Plan, but effective January 1, 2005 the number of such withdrawals is limited to three per calendar year. Such withdrawals shall not otherwise affect the Member's participation under the Plan as to remaining vested rights or the benefits specified in the Retirement Plan.

Section 4

Unless a Member designates in writing that distributions are to be made first from voluntary contributions, distributions will be made on a pro rata basis from Employer and voluntary contributions.

Section 5

Members' voluntary contributions shall not exceed the annual addition limitations of Internal Revenue Code Section 415(c). In addition, Members' voluntary contributions together with the Members' accrued benefits shall not exceed the overlapping defined benefit/defined contribution plan limitations of Section 415(e). Any voluntary contributions which would otherwise exceed such limitations shall be returned to the Member as soon as administratively possible.

ARTICLE XI - RIGHT TO CHANGE OR DISCONTINUE

Section 1

It is intended that the Plan will continue indefinitely, but the Trustees reserve the right to change, modify, amend, or discontinue the Plan at any time. In the event of the termination or partial termination of this Plan, all affected Members' interests shall be nonforfeitable to the extent funded.

Section 2

If the Plan is terminated by action of the Trustees, all assets of the Plan, remaining after all expenses incurred in terminating or administering the Plan have been paid, will be used for the benefits of Members, retired Members, or their contingent Annuitants and Beneficiaries.

ARTICLE XII - TERMINATION OF PLAN

Section 1

In the event of complete discontinuance of contributions to the Plan or termination or partial termination of the Plan, the rights of each Member to benefits accrued to the date of such termination or discontinuance to the extent funded are nonforfeitable. In the event of complete discontinuance of contributions to the Plan or the termination or partial termination of the Plan, the assets then held by the Trustees with respect to this Plan will be allocated to Members and Beneficiaries in accordance with ERISA.

Section 2

The restricted amount provisions of Code Section 401(a)(4) of the regulations shall, if applicable, supercede the provisions of Section 1 of this Article XII.

ARTICLE XIII - INALIENABILITY

Section 1

No Member or any other person having or claiming to have interest of any kind or character in or under this Plan or in the Trust Fund or any part thereof or payment therefrom will have any right to sell, assign, transfer, convey, hypothecate, anticipate, or otherwise dispose of such interest, and such interest will not be subject to any liabilities or obligations of, or any bankruptcy proceeding, claims or creditors, attachment, garnishment, execution, levy, or other legal process against such person or their property, unless so ordered by a Qualified Domestic Relations Order.

ARTICLE XIV - FACILITY OF PAYMENT

Section 1

If any Member eligible to receive payments under the Plan is, in the opinion of the Trustees, legally, physically, or mentally incapable of personally receiving and receipting for any payments under this Plan, the Trustees may direct payments to such other person, persons, or institution, who in the opinion of the Trustees, are then maintaining or have custody of such payee, until claim is made by a duly appointed guardian or other legal representative of such payee. Such payments will constitute full discharge of the liability of the Plan to the extent thereof.

ARTICLE XV - MISCELLANEOUS PROVISIONS

Section 1

The Pension Trustees may extend the benefits of this Plan to other Employer groups. Such admissions, however, shall be allowed only after actuarial computations have been made and the Pension Trustees are satisfied that the admission of a new group shall not affect the soundness of the Plan with respect to the existing Members in the Plan. Before the admission of any new group, however, the Pension Trustees shall specify in writing the Effective Date on which such group will become covered under this Plan, and enumerate all conditions that are different from those set forth in this Plan as then in effect.

The Plan shall be construed, regulated, and administered under the applicable provisions of the Employee Retirement Income Security Act as amended, and the laws of the State of California and of the United States.

Section 2 Minimum Funding Standard Account

The Trustees shall maintain a Minimum Funding Standard Account in accordance with the provisions of the Employee Retirement Income Security Act of 1974 as amended.

Section 3 Claims Appeal Procedure for Retirements other than Disability Retirements

When a claim or application of a Plan Participant, Employee or Beneficiary (hereafter sometimes referred to as "Claimant") is wholly or partially denied, they are ruled ineligible for benefits, or any other decision affects such individual's eligibility for, qualifications for, amount of, or duration of such benefits the following procedure shall be followed:

(a) Notice of Denial or Ineligibility

The Trustees shall provide the Claimant with written notice of denial or ineligibility within a reasonable period of time after the claim is received. The notice shall set forth the following in a manner calculated to be understood by the Claimant:

- (1) The specific reason or reasons for the denial or decision;

- (2) Specific reference to pertinent Plan provisions or documents on which the denial or decision is based;
- (3) A description of any additional material or information necessary for the Claimant to perfect the claim or his eligibility and an explanation of why such material or information is necessary; and
- (4) An explanation of the procedure described below, which is available for a review or hearing in the matter.

(b) **Appeals**

(1) **Application for Review**

When such a claim is denied, in whole or in part, or the Claimant believes he is adversely affected by any such decision, action or determination, the Claimant or his duly authorized representative (hereinafter sometimes referred to as the "Applicant") may file an application for review of such claim for benefits, or such decision, action or determination to the Board of Trustees as follows:

- a. The application shall be in writing and submitted through the Administrative Office, Office and Professional Employees Locals 30 and 537 Trust Funds.
- b. The application should be submitted within 60 days after receipt of the notice of denial, decision, action or determination. It may be rejected if it is filed after that 60 day period, unless it is filed within a period of time which is reasonable under the circumstances.
- c. The Applicant may review pertinent documents;
- d. The application must contain an outline of the matter, problem, question or controversy for which review is sought; and
- e. The Applicant may submit any issues and comments in said application.

(2) **Review by the Board of Trustees**

Upon receipt of the application for appeal, the Board of Trustees shall make a full and fair review by way of a hearing. The Claimant and/or any duly authorized representative shall receive at least two weeks notice of the time and place of the hearing, unless the Applicant agrees in writing to a shorter notice. The Claimant and/or his duly authorized representative may appear at such hearings and shall be entitled to present the Claimant's position and any evidence in support thereof.

(3) **Decision on Appeal**

The decision on the appeal by the majority of the Board of Trustees shall be in writing and shall include specific reasons and references to pertinent Plan provisions or documents on which the decision is based. The written decision shall be expeditiously given and written in a manner calculated to be understood by the Applicant. A copy of said written decision shall be expeditiously forwarded to the Claimant and/or any duly authorized representative. The decision of the Trustees shall be final and binding upon the Claimant and all other persons dealing with the Trust Fund or claiming benefits thereunder.

The Administrative Office shall maintain a permanent record of all such hearings, appeals and decisions.

This procedure shall be the sole and exclusive internal administrative procedure available to a Participant, Employee or Beneficiary who is dissatisfied with an eligibility or qualification determination, a benefit award, or who is otherwise adversely affected by an action or determination of the Trustees or the Administrative Office of the Trust Fund, and shall be followed and exhausted before resorting to any court proceeding against the Trust Fund or the Trustees based on such matter.

Section 3A Special Claims Appeal Procedure for Disability Retirements

When a claim or application for a Disability Retirement of a Plan Participant, or Employee (hereafter sometimes referred to as "Claimant") is wholly or partially denied, they are ruled ineligible for benefits, or any other decision affects such individual's eligibility for, qualifications for, amount of, or duration of such benefits the following procedure shall be followed:

(a) Notice of Denial or Ineligibility

The Trustees shall provide the Claimant with written notice of denial or ineligibility within a reasonable period of time but no later than 45 days after the claim is received. The time period may be extended for up to two additional 30-day periods, but only due to matters beyond the Plan's control. If the Plan needs a 30-day extension, it will notify the claimant, within 45 days of receiving the claim, of the following:

- (1) the reason for the delay,
- (2) the expected date of decision,
- (3) the basis on which the decision will be made,
- (4) any unresolved issues preventing a decision now, and
- (5) any additional information the Plan needs to make the decision.

The claimant will then have up to 45 days to provide the specified information. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

The notice shall be set forth in a manner calculated to be understood by the Claimant:

- (1) The specific reason or reasons for the denial or decision;
- (2) Specific reference to pertinent Plan provisions or documents on which the denial or decision is based;
- (3) If the Plan's decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
- (4) A description of any additional material or information necessary for the Claimant to perfect the claim or his eligibility and an explanation of why such material or information is necessary;
- (5) An explanation of the procedure described below, which is available for a review or hearing in the matter;
- (6) A statement of the Claimant's right to bring civil action under ERISA §502(a), if the appeal is unsuccessful.

(b) **Appeals**

(1) **Application for Review**

When such a claim for Disability Retirement benefits is denied, in whole or in part, or the Claimant believes he is adversely affected by any such decision, action or determination, the Claimant or his duly authorized representative (hereinafter sometimes referred to as the "Applicant") may file an application for review of such claim for benefits, or such decision, action or determination to the Board of Trustees as follows:

- a. The application shall be in writing and submitted through the Administrative Office, Office and Professional Employees Locals 30 and 537 Trust Funds.
- b. The application should be submitted within 180 days after receipt of the notice of denial, decision, action or determination. It may be rejected if it is filed after that 180 day period, unless it is filed within a period of time which is reasonable under the circumstances.
- c. The Applicant may review pertinent documents;
- d. The application must contain an outline of the matter, problem, question or controversy for which review is sought; and
- e. The Applicant may submit any issues and comments in said application.

(2) **Review by the Board of Trustees**

Upon receipt of the application for appeal, the Board of Trustees shall make a full and fair review by way of a hearing. In deciding the appeal, the Board of Trustees will take into account everything that the claimant submitted, even material that was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial determination. Neither a person who made the initial determination nor such a person's subordinate will take part in the decision on appeal. The Claimant and/or his duly authorized representative may appear at such hearings and shall be entitled to present the Claimant's position and any evidence in support thereof.

In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The Board of Trustees will identify to the claimant any medical or vocational experts whose advice was obtained by the Plan in connection with the decision, whether or not the advice was relied upon in making the decision. The healthcare professional consulted on appeal will not be an individual who was consulted in connection with the initial benefit denial, or such a person's subordinate.

(3) **Decision on Appeal**

- a. **Time Limits.** The Board of Trustees will render a decision on appeal at the meeting immediately following the filing of the appeal, unless the appeal is filed within 30 days of the meeting, in which case the decision may be made at the second meeting following the appeal.
- b. If special circumstances (such as the need for a hearing) require further extension, the decision will be made no later than the third meeting following the filing of the appeal. In such cases, the Plan will notify the Claimant in writing of the extension, describing the special circumstances and the date the determination will be made, before the extension begins.

- c. The Plan will notify the claimant of the decision as soon as possible, but no later than 5 days after the decision is made. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.
- d. Contents of notice. The Plan will send the claimant written notice of the Board of Trustees' decision on the appeal. If the appeal has been denied, the notice will include the following information:
 - (1) the specific reason(s) for the denial;
 - (2) reference to the specific Plan provision(s) on which the denial is based;
 - (3) if the decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
 - (4) a statement that the claimant may view and receive copies of documents, records, or other information relevant to the claim, upon request and free of charge; and
 - (5) a description of any further appeal procedures, and the claimant's right to receive information about the procedures, and the claimant's right to bring a civil action under ERISA §502(a).
- e. The procedures specified in this section shall be the sole and exclusive procedures available to any such individual who is dissatisfied with an eligibility determination or benefit award, or who is adversely affected by any action of the Trustees, the Trust Fund Office or any other Plan fiduciary. The Board of Trustees shall have full discretionary authority to interpret Plan language and to decide all claims or disputes regarding right, type, amount or duration of benefits, or claim to any payment from this Trust. The decision of the Board of Trustees on any matter within its discretion shall be final and binding on all parties.

Section 4 Merger or Consolidation

In the event of any merger or consolidation, or transfer of assets or liabilities to, of this Plan to any other plan, each participant shall receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer.

Section 5 Maximum Permissible Benefit

A Member's benefit payable in the form of a straight life annuity (or the actuarial equivalent thereof if not paid in the form of a straight life annuity) may never exceed any applicable limitation imposed by Internal Revenue Code Section 415.

The maximum permissible benefit as set forth above may be increased in accordance with Internal Revenue Service regulations to reflect cost-of-living adjustments as determined from time to time. However, no such increased benefits shall be effective earlier than January 1st of any year for which the dollar limitation has been adjusted. The definition of compensation to be used for any applicable limitation year under Section 415 shall be as defined in Section 414(s).

Section 6

Prior to the satisfaction of all liabilities with respect to Members and their Beneficiaries under the Plan, no portion of the Trust may be diverted to purposes other than for the exclusive benefit of such Members and Beneficiaries.

Section 7 Involuntary Cash-Outs

If a Member or Beneficiary is entitled to receive a monthly benefit after termination of Covered Employment (which includes conversion from the voluntary account balance, if any) in which the present value of such benefit is less than \$5,000 (including the value of any benefits previously distributed), the Plan will convert the monthly benefit to an actuarial equivalent lump sum and completely cash-out the Member or Beneficiary.

Section 8 Amendments

No amendment to the Plan shall decrease a Member's accrued benefit or eliminate an optional form of distribution. Notwithstanding the preceding sentence, a Member's accrued benefit may be reduced to the extent permitted under Internal Revenue Code Section 412(c)(8). Furthermore, no amendment to the Plan shall have the effect of decreasing a Member's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or the date it becomes effective.

Section 9 Mandatory Withholding

The Plan shall withhold from any payment subject to mandatory withholding as required by the Internal Revenue Code, as amended, unless the Participant or Beneficiary elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan and has specified in writing the plan to which such distribution is to be paid.

- (a) "Eligible Rollover Distribution." An eligible rollover distribution is any distribution of all, or any portion of, the Participant's balance in the Plan. However, an eligible distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) or the joint lives (or joint life expectancies) of the Participant or Beneficiary; or for a specified period of 10 years or more; or any distribution to the extent the minimum required distribution rules of Section 401(a)(9) apply.
- (b) "Eligible Retirement Plan." An eligible retirement plan is an individual retirement account described in IRC 408(a), an individual retirement annuity described in IRC 408(a), an individual retirement annuity described in IRC 408(b), an annuity plan described in IRC 403(a), or a qualified trust described in IRC 401(a) that accepts the eligible rollover distribution. However, for a surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (c) Individuals Who May Rollover Distributions. Are (1) a Participant, or (2) a surviving spouse; or (3) a spouse or former spouse, who is the alternate payee under a qualified domestic relations order as defined in IRC 414(p) may rollover distributions.
- (d) Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the Participant, the Participant's spouse or former spouse.

Section 10 Internal Revenue Code Section 401(a)(9)

All payment of benefits will be consistent with the provisions of Section 401(a)(9) of the Internal Revenue Code and the regulations issued thereunder. If there is an inconsistency between the Plan and the Code or regulations, the provisions of the Code or regulations will prevail.

Section 11 Top Heavy Provisions

- (a) Application of this Section is to “Non-Collectively Bargained Employees” Only: Effective February 1, 1989, the continued participation in the Plan of employees who are not covered by a collective bargaining agreement or who are not “bargaining Unit alumni” as defined by the Treasury Regulations (employees hereinafter referred to as “non-collectively bargained employees”) is subject to the supplemental conditions and limitations established in this Section.
- (b) Top Heavy Plan Requirements: For any top heavy Plan Year, the Plan shall provide the special vesting requirements of Code Section 416(b)(1)(B) and the special minimum benefit requirements of Code Section 416(c)(1).
- (c) Determination of Top Heavy Status: This Plan shall be a top heavy plan for any Plan year commencing after December 31, 1988 in which, as of the Determination Date, the present value of accrued benefits of Key Employees exceeds 60% of the present value of accrued benefits of all Key and Non-Key Employees under this Plan.
- (d) “Determination Date” means the last day of the preceding Plan Year.
- (e) The calculation of a Participant’s present value of accrued benefits as of the determination date shall include any Plan distributions made within the Plan Year that includes the determination date or within the four (4) preceding Plan Years.
- (f) “Key Employee” is defined under Code Section 416(i)(1) and regulations thereunder.
- (g) “Non-Key Employee” is an Employee who does not fit the definition of Key Employee.
- (h) “Compensation” for purposes of this Section means compensation as determined under Code Section 415(c)(3), but including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the Employee’s gross income. For purposes of this Section “compensation” shall conform to the regulations of Code Section 401(a)(17).
- (i) Minimum Benefit Requirement for Top Heavy Plan:
 - (1) The minimum accrued benefit derived from Employer contributions to be provided under this Section for each Non-Key Employee who is a Participant during a top heavy Plan Year shall equal the product of: (1) one-twelfth (1/12th) of compensation averaged over the five (5) consecutive limitation years or actual number of limitation years, if less, which produce the highest average; and (2) the lesser of: (i) two percent (2%) multiplied by Years of Service, or (ii) twenty percent (20%), expressed as a single life annuity.
 - (2) For purposes of this Section, years of Service for any Plan Year beginning before February 1, 1989, or for any Plan Year during which the Plan was not a top heavy plan shall be disregarded.
 - (3) For purposes of this Section, “ Compensation” for any limitation year ending in a Plan Year which began prior to February 1, 1989, subsequent to the last limitation year during which the Plan is a top heavy plan, or in which the Participant failed to complete a year of service, shall be disregarded.
 - (4) Effective July 1, 1994, the annual compensation of each Employee taken into account under the Plan shall not exceed the OBRA 1993 annual compensation limit as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(B).

- (j) Minimum Vesting Requirements: For any Plan Year in which this Plan is top heavy, the following vesting schedule will automatically apply to the Plan:

<u>Years of Credited Service</u>	<u>Vested Percentage</u>
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 Years or More	100%

This minimum vesting schedule applies to all benefits within the meaning of Code Section 411(a)(7) except those attributable to Employer contributions, including benefits accrued before the effective date of Code Section 416 and benefits accrued before the Plan became top heavy. Further, no increase in a Participant's nonforfeitable percentage may occur in the event the Plan status as top heavy changes for any Plan Year. However, this Section does not apply to the account balances of any Employee who does not have an hour of service after the Plan has initially become top heavy. Such Employee's account balance attributable to Employer contributions and forfeitures will be determined without regard to this Section.

Section 12 Rollovers from Qualified Plans

A Member may rollover all or part of his interest in another qualified Eligible Retirement plan to this Plan provided all of the following requirements are met:

- (a) The Trustees have approved the rollover. Such rollover shall be allocated to and become a part of the Member's Account Balance.
- (b) Some or all of the amount distributed from the other plan is rolled over to this Plan no later than the sixtieth day after that last distribution was made from the Plan, and the day the Trustees have approved the rollover.
- (c) The amount rolled over to this Plan does not include any amounts contributed by the Member to the plan.
- (d) The rollover is made in cash or cash equivalents.
- (e) The Member certifies that the distribution is eligible for a Rollover.
- (f) Amounts which the Trustees accept as a Rollover to this Plan shall, along with any earnings allocated to them, be fully vested at all times.

The Rollover must be made in accordance with the rules provided in (a) through (f) above. Eligible Rollover Distribution and Eligible Retirement Plan for the purposes of this Section are defined in Section 9 of this Article XV.