

**UNITED WORKERS PENSION FUND**

**SUMMARY PLAN DESCRIPTION**

**United Workers Pension Fund  
367 Long Beach Road, Unit 147  
Island Park, NY 11558-4010  
516-706-0879**

**STEPHEN SOMBROTTO**  
Union Trustee

**ANDREW FAIR**  
Employer Trustee

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## **UNITED WORKERS PENSION FUND**

### **SUMMARY PLAN DESCRIPTION**

#### **INTRODUCTION TO YOUR PLAN**

##### **WHAT KIND OF PLAN IS THIS?**

The Plan is a defined contribution plan with individual accounts for each participant. This Plan provides additional financial security for you and your family upon your retirement. Besides retirement benefits, this Plan also provides benefits upon death, disability or job termination. In addition, depending on the terms of the collective bargaining agreement, you may have the right to elect to contribute a portion of your compensation to the Plan.

The Plan provides benefits for members of the Union as the result of collective bargaining agreements between certain employers and Local 621, International Brotherhood of Trade Unions (“the Union”). It covers employees of employers who are obligated to make contributions to the Plan under a collective bargaining agreement or participation agreement with the Union (each such contributing employer is referred to in this summary as an “Employer”). The Plan is a defined contribution plan. Upon written request, the Fund Office will provide you with information as to whether a particular Employer is contributing to the Plan on behalf of employees working under contract.

The Plan is administered exclusively by the Board of Trustees (the “Trustees”), which consists of representatives of the Union and the Employers. The Union Trustees as a group, have voting rights which are equal to the voting rights of the Employer Trustees. The Trustees have the sole power and discretionary authority to construe and interpret the terms of the Plan, and no other individuals have any authority to interpret the Plan (or other applicable



documents) or to make any promises to you about it, including any claim for benefits.

A separate trust fund has been established for the purpose of holding and investing funds belonging to the Plan and paying benefits provided under the Plan.

The Plan was originally established effective August 26, 2004.

To make this information as clear as possible, every effort has been made to write this Summary Plan Description or “SPD” in a plain, straightforward manner. Please read this SPD carefully and show it to your family. It is important for your family to be aware of the benefits available to you under the Plan, including the Plan’s survivor protection features.

In translating from legal language to everyday English, we have done our best to explain everything correctly. However, please note that this SPD is not a substitute for the official Plan document and does not change or otherwise alter the terms of the Plan. In all cases, the actual text of the Plan governs all aspects of participation, eligibility benefit payments and in general, any aspects of administration of the Plan. If there are any discrepancies between this SPD and the Plan document, the language of the Plan is controlling in all cases. The Board of Trustees governs the interpretation of plan provisions and reserves the right to amend, modify or terminate the Plan (in whole or in part) at any time. We urge you to review the terms of the Plan document which is available at the Fund Office. Other official Plan documents, such as the trust agreement under which the Plan was established, and the collective bargaining agreement applicable to your Employer, are also available for your inspection at the Fund Office.

You may direct any questions you may have about your benefits to the Fund Office. The Fund Office can be reached at 367 Long Beach Road, Unit 147, Island Park, NY 11558-4010, telephone 516-706-0879.

## **WHAT INFORMATION DOES THIS SUMMARY PROVIDE?**

This Summary Plan Description (“SPD”) contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations in the Plan.

In this summary, we have addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Plan Administrator. The Plan Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Plan Administrator can be found at the end of this SPD in the Article entitled “General Information About the Plan.”

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Trustees may also amend or terminate this Plan. If the

provisions of the Plan that are described in this SPD change, the Plan Administrator will notify you.

This SPD describes the terms of the Plan as of January 1, 2019.

**Types of Contributions.** The following types of contributions may be made under this plan:

- (a) employer contributions;
- (b) employee salary deferrals (if available);
- (c) employer matching contributions (if available).

## **ARTICLE I PARTICIPATION IN THE PLAN**

### **HOW DO I PARTICIPATE IN THE PLAN?**

You will become a participant in this Plan if you are working in a job covered by a collective bargaining agreement or participation agreement between your Employer and the Union that requires your Employer to make contributions to the Plan on your behalf (i.e., you are working in “covered employment”). Your participation begins when you become actively engaged in covered employment for which Employer contributions to the Plan are required on your behalf.

**ARTICLE II**  
**EMPLOYEE CONTRIBUTIONS**

**WHAT ARE SALARY DEFERRALS AND HOW DO I CONTRIBUTE THEM TO THE PLAN?**

**Salary Deferrals.** If the terms of the collective bargaining agreement permit, as a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as a salary deferral. Your taxable income is reduced by the deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Deferral procedure.** The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator with your Employer. The procedure will require that you enter into a salary deferral agreement

**Deferral modifications.** You may be permitted to revoke your salary deferral election during the Plan Year. The Plan Administrator will advise you when you make your salary deferral election the times when you can revoke or modify the election. Any revocation or modification will become effective as soon as administratively feasible after it is received by the Committee.

**Deferral Limit.** As a participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2017 is \$18,000. After 2017, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on

annual dollar limit. The Committee will notify you of the maximum percentage you may defer.

**Catch-up contributions.** If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called “catch-up contributions”) to the plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the plan.

**Annual dollar limit.** You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the “catch-up contribution” limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and “catch-up contributions” you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and “catch-up contributions” be returned to you.

**Allocation of deferrals.** The Committee will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled “Vesting”). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

**Distribution of deferrals.** The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD.

**ARTICLE III  
EMPLOYER CONTRIBUTIONS**

Pursuant to the terms of the collective bargaining agreement applicable to your Employer, your Employer make contributions to the Plan on your behalf.

**WHAT IS THE EMPLOYER CONTRIBUTION (OTHER THAN MATCHING CONTRIBUTIONS)?**

**Employer contribution.** Pursuant to the terms of the collective bargaining agreement applicable to your Employer, your Employer will make a contribution for your benefit under the Plan.

**Allocation conditions.** The Employer contribution will be allocated to your account as soon as it is received.

**WHAT IS THE EMPLOYER MATCHING CONTRIBUTION AND HOW IS IT ALLOCATED?**

**Matching Contribution.** Depending on the terms of the collective bargaining agreement applicable to your Employer, your Employer may make a matching contribution for any year. A matching contribution is a contribution which is a percentage of the amount you elect to defer for that year. You will be advised each year if a matching contribution is made.

**Limit on matching percentage.** The matching contribution will be determined pursuant to the collective bargaining agreement applicable to your Employer.

The contribution will be allocated to your account in Plan as they are received and invested by the as described in Article IV.

**ARTICLE IV**  
**INVESTMENT OF ACCOUNT**

**HOW IS THE MONEY IN THE PLAN INVESTED?**

The Trustees have been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed. You have the right to direct the investment of your account in accordance with procedures established by the Trustees. You will receive separate information with reference to your investment options.

**WILL PLAN EXPENSES BE DEDUCTED FROM MY ACCOUNT BALANCE?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 ( $\$1,000/100$ ) of the expense.

**Terminated employee.** After you terminate employment, the Trustees reserve the right to charge your account for your pro rata share of the Plan's administration expenses.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be charged directly to your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when there will be a charge (or charges) directly to your account.

## **ARTICLE V VESTING**

### **WHAT IS MY VESTED INTEREST IN MY ACCOUNT?**

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to your salary deferrals.

**Other contributions.** Your vesting for Employer contributions is based on your vesting service. Unless there are special provisions in the collective bargaining agreement with your employer, you will not be vested until you have completed 36 months of covered employment. Prior to that point you are not vested in any amounts contributed by your Employer. After you have completed 36 months of covered employment you will be 100% vested in your account.

Covered employment means the period during which you are working in a job covered by a collective bargaining agreement or participation agreement between your Employer and the Union that requires your Employer to make contributions to the Plan on your behalf.



You vested percentage will always be 100% vested when you reach your Normal Retirement Age or if you die. Your Normal Retirement Age is the day you attain age 65.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Plan Administrator for further details.

## ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION

### CAN I WITHDRAW MONEY FROM MY ACCOUNT WHILE WORKING?

**In-service Distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

**Conditions.** Generally, you may receive a distribution from the Plan prior to your termination of employment provided you have reached Normal Retirement Age.

## **ARTICLE VII**

### **BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

#### **WHEN CAN I GET MONEY OUT OF THE PLAN?**

You may receive a distribution of the vested portion of your account in the Plan in the event of your termination of employment, death or attainment of age 65. Termination of employment means that you have not been employed for a period of six consecutive calendar months.

#### **WHAT HAPPENS IF I TERMINATE EMPLOYMENT BEFORE DEATH OR ATTAINMENT OF AGE 65?**

If your employment terminates for reasons other than death or attainment of age 65 you will be entitled to receive only the “vested percentage” of your account balance.

If your vested account balance exceeds \$5,000, you may elect to have your vested account balance distributed to you as soon as administratively feasible. If your vested account balance does not exceed \$5,000, a distribution of your vested account balance will be made to you upon your request.

If you can not be located your account will be held in the Plan and if, after required efforts to locate you are unsuccessful, your benefit will be forfeited. If you subsequently make a claim for your benefit, your benefit will be reinstated.

#### **WHAT HAPPENS IF I TERMINATE EMPLOYMENT AT NORMAL RETIREMENT DATE?**

Your Normal Retirement Date is the day you attain age 65. You will be 100% vested in your account at that time. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but not later than age 70 ½. All distributions will be made in the form of a lump sum of your entire account.

#### **HOW WILL MY BENEFITS BE PAID TO ME?**

All distributions from the Plan will be made in a single lump-sum payment. If your vested account balance exceeds \$5,000, you must consent to the distribution before it may be made.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash.

### **ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH**

#### **WHAT HAPPENS IF I DIE WHILE WORKING FOR AN EMPLOYER?**

If you die while still employed by an Employer, then 100% of your account balance will be paid to your beneficiary as a death benefit.

## WHO IS THE BENEFICIARY OF MY DEATH BENEFIT?

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT IN FAVOR OF THE BENEFICIARY. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change.

If you are not married, you may designate a beneficiary on a form to be supplied to you by the Plan Administrator.

If you die without naming a beneficiary the Plan provides that the beneficiary will be the following, in the order listed:

1. Your spouse.
2. Your children in equal shares.
3. Your surviving parents.
4. Your estate.

## HOW WILL THE DEATH BENEFIT BE PAID TO MY BENEFICIARY?

The death benefit will be paid to your beneficiary in a single lump-sum payment.

**ARTICLE IX**  
**TAX TREATMENT OF DISTRIBUTIONS**

**WHAT ARE MY TAX CONSEQUENCES WHEN I RECEIVE A DISTRIBUTION FROM THE PLAN?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59½ could be subject to an additional 10% tax.

**CAN I ELECT A ROLLOVER TO REDUCE OR DEFER TAX ON MY DISTRIBUTION?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Automatic IRA Rollover.** If a mandatory distribution is being made to you because your vested interest in the Plan does not exceed \$5,000 and the amount of the distribution exceeds \$1,000, then the law may require that your distribution be directly rolled over to an IRA. If you do not make an affirmative election to either receive or roll over the distribution, then the Plan must roll over your distribution to an IRA. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

**ARTICLE X**  
**PROTECTED BENEFITS AND CLAIMS PROCEDURES**

**ARE MY BENEFITS PROTECTED?**

As a general rule, your interest in your account, including your “vested interest,” may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account.

**ARE THERE ANY EXCEPTIONS TO THE GENERAL RULE?**

There are two exceptions to this general rule. The Plan must honor a “qualified domestic relations order.” A “qualified domestic relations order” is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain, without charge, a copy of the Qualified Domestic Relations Order Procedure from the Plan Administrator.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Plan Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

## **CAN THE PLAN BE AMENDED?**

Your Board of Trustees has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

## **WHAT HAPPENS IF THE PLAN IS DISCONTINUED OR TERMINATED?**

Although the Trustees intend to maintain the Plan indefinitely, they reserve the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. The Plan Administrator will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled “How will my benefits be paid to me?” for a further explanation.) You will be notified if the Plan is terminated.

## **HOW DO I SUBMIT A CLAIM FOR PLAN BENEFITS?**

Benefits will be paid to you and your beneficiaries without the necessity for formal claims. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.



## **WHAT IF MY BENEFITS ARE DENIED?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Plan Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the

plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Plan Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- (e) In the case of disability benefits where disability is determined by a physician.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

### **WHAT IS THE CLAIMS REVIEW PROCEDURE?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.

(d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician, then the Claims Review Procedure provides that:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the

Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician, then 45 days will apply

instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of disability benefits where disability is determined by a physician:

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the final determination to deny your claim.

#### **WHAT ARE MY RIGHTS AS A PLAN PARTICIPANT?**

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

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan 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 Employee Benefits Security Administration.

(b) 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 Plan Administrator may make a reasonable charge for the copies.

(c) 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.

(d) 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 benefit, the statement will tell you how many years you have to work to earn 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 this statement free of charge.

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

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 \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Plan Administrator.

If it should happen that the Plan's 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. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

## **WHAT CAN I DO IF I HAVE QUESTIONS OR MY RIGHTS ARE VIOLATED?**

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

## **ARTICLE XI**

### **GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

#### **PLAN NAME**

The full name of the Plan is the United Workers Pension Fund

#### **PLAN NUMBER**

The Trustees have assigned Plan Number 001 to your Plan.

#### **PLAN EFFECTIVE DATES**



This Plan was originally effective on August 26, 2004. This SPD describes the Plan and its terms as of January 1, 2019.

## **OTHER PLAN INFORMATION**

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year is the calendar year.

The Plan and Trust will be governed by the laws of New York to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon the Plan Administrator.

## **PLAN ADMINISTRATOR INFORMATION**

The Plan Administrator is the Trustees. The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator.

The name, address and business telephone number of the Plan Administrator is

Trustees, United Worker Annuity Plan  
367 Long Beach Road, Unit 147  
Island Park, NY 11558-4010  
Phone number 516-706-0879

### **PLAN TRUSTEE INFORMATION AND PLAN FUNDING MEDIUM**

All money that is contributed to the Plan is held in a trust fund. The Trustees are responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustees will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Plan Administrator separately accounts for each Participant's interest in the Plan.

The Trustees have the complete power, in their sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Trustees is conclusive and binding upon all persons.

The Trustees are

Stephen Sombrotto  
Union Trustees

Andrew Fair  
Employer Trustees

Their address and phone number is:

Board of Trustees

United Workers Pension Plan

367 Long Beach Road, Unit 147

Island Park, NY 11558-4010

Phone number 516-706-0879