

**THE LEGACY PLAN OF THE  
UNITE HERE RETIREMENT FUND**

**SUMMARY PLAN DESCRIPTION**

**January 1, 2018**

(As Amended through October 31, 2018)

*No benefits will accrue under the  
Plan on and after January 1, 2015*

## HOW TO USE THIS SUMMARY PLAN DESCRIPTION

This Summary Plan Description or "SPD" is intended to familiarize you with the major provisions of the Legacy Plan of the UNITE HERE Retirement Fund (referred to as the "Pension Plan" or the "Plan"). The Plan was spun-off from the Legacy Plan of the National Retirement Fund as of January 1, 2018. You should read this SPD closely and contact the Plan Administrator if you have any questions (See Section 12).

Please remember that like any summary, this booklet is intended to explain a complicated subject in a simple manner. It was prepared in accordance with a Federal law called the Employee Retirement Income Security Act ("ERISA"). It is not meant to be a replacement for the actual Plan document and it is not meant to interpret, extend or change the Plan document in any way. Every effort has been made to present the Plan in a way that is easy to understand. Certain technical terms are necessary to explain the Pension Plan. You should become familiar with these terms in order to make the fullest use of this booklet. These technical terms are capitalized and are usually explained when they first appear in the booklet or they are explained in the Glossary section at the back of the booklet (See Section 11). Whenever you come across these words, you may want to refer to the Glossary section to make sure you understand what they mean.

In case of any conflict between this SPD and the Plan document, the Plan document will govern. The Board of Trustees of the Plan (the "Trustees") has the sole and absolute discretion to interpret and apply the terms of the Plan and the rules there under. This authority includes, but is not limited to, the interpretation and application of the eligibility rules, the manner in which service is credited, status as a covered Participant, benefit levels, and the interpretation and application of any benefits under the Plan. The Trustees have the final authority in any dispute that may arise.

The Trustees expect the Plan to continue indefinitely but reserve the right to amend or terminate it at any time. Summaries of any material modifications will be distributed to you. We urge you to keep these materials together with your SPD for easy reference. If you have any questions, please contact the Plan Administrator to verify that you have the most up-to-date changes.

We suggest that you share this booklet with your family, since they may have an interest in the Plan. We also suggest that you keep this booklet with your other important retirement papers for future reference and let members of your family know where this booklet is being kept.

The Plan is in critical status under the Pension Protection Act of 2006. Under Federal law, the Trustees were required to adopt and implement a rehabilitation plan to address critical status funding issues. On April 1, 2010, the Trustees of the National Retirement Fund adopted a rehabilitation plan (the "Rehabilitation Plan") for the Legacy Plan of the National Retirement Fund. The Trustees of the UNITE HERE Retirement Fund adopted that Rehabilitation Plan and updated it as of January 1, 2018. The Rehabilitation Plan affects the benefits of the Plan's participants and beneficiaries with annuity starting dates on or after June 1, 2010.

**Effective Date:** This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on January 1, 2018. This SPD is intended for employees whose benefit was transferred to this Plan from the Legacy Plan of the National Retirement Fund as part of the spin-off. In general, the employees whose benefit was transferred to this Plan are employees who are represented by UNITE HERE or a UNITE HERE affiliate (For further explanation, see the Section titled "When do I become a Participant of the Pension Plan").

### Instrucciones para los Participantes que hablan Español:

Nota: En este folleto encontrará un resumen en Inglés de sus derechos y beneficios bajo el Plan de Fondo de Jubilación UNITE HERE. Si usted tiene alguna dificultad comprendiendo alguna parte de este folleto, por favor contacte al Administrador del Plan de Fondo de Pensión UNITE HERE. El horario de la oficina es desde las 8:30 am hasta las 4:45 pm, de Lunes a Viernes. Vea la Sección 11.

## Prior Plan Rules

If you worked for an employer that contributed to another pension plan before this Plan or the Legacy Plan of the National Retirement Fund, special rules may apply to you.



Look for the icon on the left to find the special rules that apply to your benefit if you work or worked for an employer that contributed to the **Hotel Employees and Restaurant Employees International Union Pension Plan** ("HEREIU Pension Plan") prior to October 1, 2007.



Look for the icon on the left to find the special rules that apply to your benefit if you work or worked for an employer that contributed to the **UNITE HERE National Retirement Fund** prior to October 1, 2007.



Look for the icon on the left to find the special rules that apply to your benefit if you work or worked for an employer that contributed to the **National Pension Plan of the UNITE HERE Workers Pension Fund** ("National Pension Plan") prior to October 1, 2007.



If you were a participant in any pension plan that merged with the HEREIU Pension Plan, you may obtain more information about your pre-merger benefits and special rules that may apply to you from the Plan Administrator. You are entitled to another copy of the SPD that applied to your pre-merged benefits upon written request to the Plan Administrator (as well as copies of the plan documents and merger agreements). The pension plans that merged with the HEREIU Pension Plan prior to October 1, 2007 include:

- Local 301 Philadelphia, PA
- Local 100, New York (Locals 1, 2, 11, 15, 60, 69, 70, 71, 89, 164, 302, 325)
- Local 274, Philadelphia, PA
- Local 111, Philadelphia, PA
- Local 217, Hartford, CT
- Local 10, Cleveland, OH
- Local 158, New Jersey
- Local 24, Detroit, MI
- Local 327, Peoria, IL
- Local 868, Toledo, OH
- Local 57, Pittsburgh, PA
- Local 309, Palm Springs, CA
- Local 1, Local 450, Chicago Hotel
- Local 1, Local 450, Chicago Restaurant
- Local 54, Atlantic City, NJ
- Local 163, McKeesport, PA
- Local 267, New Castle, DE
- Local 737, Orlando, FL
- Deweys Inc., Philadelphia



If you were a participant in any pension plan that merged with the National Pension Plan, you may obtain more information about your pre-merger benefits and special rules that may apply to you from the Plan Administrator. You are entitled to another copy of the SPD that applied to your pre-merged benefits upon written request to the Plan Administrator (as well as copies of the plan documents and merger agreements). The pension plans that merged with the National Pension Plan prior to October 1, 2007 include:

- American Finishing Plan
- Capmakers Union Local 17 Retirement Plan
- Cranston Print Works Plan
- J.H. Horne Pension Plan
- Laundry, Dry Cleaning & Dye House Workers Int'l Plan (Local 46)
- Mid-Atlantic Plan
- New England Plan
- Philadelphia Plan
- Phoenix Dye Plan
- Miami Hotel Industry Pension Fund
- Minneapolis On-Sale Plan
- Minneapolis Greater Metropolitan Hotel Fund
- Sanco Pension Plan
- South Bay (San Jose) HERE Pension Trust Fund



If you were a participant in any pension plan that merged with or transferred assets and/or liabilities to the National Retirement Fund, you may obtain more information about your pre-merger or pre-transfer, as applicable, benefits and special rules that may apply to you from the Plan Administrator. You are entitled to another copy of the SPD that applied to your pre-merged or pre-transferred, as applicable, benefits upon written request to the Plan Administrator (as well as copies of the plan documents, or pre-transferred, as applicable, merger agreements and/or transfer agreements). The pension plans that have entered into mergers or transfers of assets and/or liabilities with the National Retirement Fund that will not receive a separate SPD (and for which you may obtain a copy of the pre-merger plan SPD or pre-transfer plan SPD, as applicable) include:

- Masland Carpets, Inc. Bargaining Employees Pension Plan
- Santa Monica UNITE HERE Retirement Fund
- Gastronomical Union Local 610 and Metropolitan Hotel Association Pension Fund
- Laundry & Dry Cleaning Pension Plan (Local 107)
- SEIU National Industry Pension Plan (Yosemite)

If you were a participant in one of the following plans that merged into the National Retirement Fund, you will receive a supplement to this SPD with a schedule of provisions explaining the different rules that apply to you:

- Council No. 13 ACTWU– Shoe Division
- Consolidated Plan, National Retirement Fund, Headwear Division
- Retirement Plan of Local 340A
- Retirement Plan of the Neckwear Workers Fund, Headwear Division
- Retirement Plan of the New England Laundry Fund
- Retirement Fund of the Cloth Hat and Cap Industry of New York
- Retirement Plan of Local 352

Amalgamated Cotton Garment and Allied Industries Retirement Fund  
Pension Fund of the ACTWU Employees' Retirement Income Plan, Detroit, MI  
Valley Laundry and Dry Cleaning Pension Plan (Local 75)  
ILGWU National Retirement Fund  
Pension Plan of Indianapolis Cleaners and Launderers Club and Laundry and Dry Cleaning Local 3017  
Textile Processors, Service Trades, Health Care, Professional and Technical Employees Int'l Union, Local  
108 Pension Plan  
AFL-CIO Combination Dry Cleaners, Launderers and Service Store Employees Local Union No. 168  
Pension Plan  
AFL-CIO Laundry and Dry Cleaning International Union Local No. 39  
Pension Plan Local No. 3008 Laundry and Allied Trades Pension Plan  
Minnesota Laundry and Health Care Workers Pension  
Retirement Plan of the UNITE Washable Clothing, Sportswear and Allied Industries Fund  
Local 4-69 Pension Plan of the Hotel & Restaurant Employees & Bartender Union, AFL-CIO  
Local 218 and Linen Service and Industrial Laundry Employees Retirement Plan  
UNITE Local 10 and the Textile Maintenance Industry of Philadelphia & Vicinity Plan  
HERE Union Local 54 Pension Plan  
Pension Plan for the Laundry & Dry Cleaning Workers Pension Trust (Local 52)  
Local 125 Pension Fund  
Retirement Fund of Local 102 ILGWU  
Alaska Hotel and Restaurant Employees Pension Plan  
Sidney Hillman Medical Center Employees' Retirement Plan  
Upstate NY Employees and Restaurant Employees' Retirement Plan (Local 471)

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## **SECTION 1. - PARTICIPATION AND COVERAGE**

### **What is the Pension Plan?**

The UNITE HERE Retirement Fund provides a defined benefit pension plan to assist you financially when you meet certain eligibility requirements and you reach retirement age or if you should become disabled and cannot continue to work. The Pension Plan pays you a regular monthly income in addition to any benefit you are entitled to receive from Social Security. Plan benefits are provided at no cost to you.

### **Do I get a pension benefit because I pay union dues?**

No. Your union dues do not provide pension benefits, and union membership, by itself, has no bearing on whether or not you earn pension benefits. Pension benefits are provided only if a Participating Employer makes contributions to the Plan and you have earned the required amount of service. A Participating Employer is any employer having a collective bargaining or participation agreement in which the employer agrees to make contributions to the Plan.

### **Do I make contributions into this Plan?**

No. Participant contributions are not allowed. Pension benefits are provided solely through contributions from a Participating Employer. Upon written request, the Trustees will make available a complete list of the employers contributing to the Plan and a copy of the collective bargaining or participation agreement between the Union and your employer.

### **When do I become a Participant of the Pension Plan?**

You become a participant in the Plan if you were a participant in the Legacy Plan of the National Retirement Fund and your benefit was transferred to this Plan as part of the spin-off agreement. The employees whose benefit was transferred to this Plan are employees (defined as employees who are or were represented by UNITE HERE, including its predecessors and successors (and including employees represented by the New England Joint Board)) whose employers are or were required to contribute to this Plan or to the Legacy Plan of the National Retirement Fund and who:

- Were participants in the Legacy Plan of the National Retirement Fund and had an Hour of Service as of January 1, 2018; or
- Was an employee on his last day of Covered Employment under the Legacy Plan of the National Retirement Fund and has not had a permanent Break in Service; or
- Who had a vested benefit under the Legacy Plan of the National Retirement Fund as of January 1, 2018; or
- Who was a participant under the Legacy Plan of the National Retirement Fund and who is reinstated following a Break in Service; or
- Who has commenced his benefit under Legacy Plan of the National Retirement Fund; or
- Completes 800 Hours of Service (750 hours if your collective bargaining agreement reports Straight-Time Hours) in a year of Covered Employment.

Because the Legacy Plan of the National Retirement Fund was frozen effective December 31, 2014, this Plan is frozen too. Therefore, you will not earn any additional benefits under the Plan for years of service earned on or after January 1, 2015.

**What benefits does the Plan provide?**

The Plan provides monthly annuity benefits guaranteed for your lifetime if you meet certain requirements. Benefits are payable to Participants who retire at Normal Retirement, Early Retirement or to Participants who are eligible and qualify for Disability Retirement. The Plan also provides benefits to your Spouse, Domestic Partner or Beneficiary, depending on the optional form of payment elected.

**Does the Plan provide benefits for my Spouse?**

Yes. The Plan will generally pay a benefit to a Participant's Spouse if certain conditions are met. If you die after retirement payments have begun and you had elected a Joint and Survivor Annuity with your Spouse, reduced survivor payments will continue to your Spouse until his/her death. Upon your death, your Spouse must contact the Plan Administrator to provide the required information and to fill out the necessary forms.

**Are Domestic Partners covered by the Plan?**

Yes. The Plan will pay a benefit to a Participant's Domestic Partner if certain conditions are met. Upon your death, your surviving Domestic Partner (if any) must contact the Plan Administrator to provide the required information and to fill out the necessary forms. If you die after retirement payments have begun and you had elected a Joint and Survivor Annuity with your Domestic Partner, payments will continue to your Domestic Partner until his/her death. However, if you selected a benefit option, began receiving your retirement benefits and did not name your Domestic Partner as your Survivor Annuitant or Beneficiary, your Domestic Partner is not entitled to any benefits from the Plan.

**Does the Plan provide benefits for my Beneficiary?**

Yes. The Plan will generally pay a benefit to a Participant's Beneficiary if certain conditions are met. If you die after retirement payments have begun, the payment option that you chose at retirement will determine what benefits, if any, will be payable to your Beneficiary. Upon your death, your Beneficiary must contact the Plan Administrator to provide the required information and to fill out the necessary forms.

## SECTION 2. - VESTING

### **When do I become Vested in my Pension Plan benefit?**

Vesting Service is the number of years used to determine if you qualify for a pension benefit. You are Vested when you have 5 years of Vesting Service. Once you are Vested, your pension benefits cannot be lost.

You are credited with one full year of Vesting Service if you complete at least 800 Hours of Service in a calendar year (750 Hours of Service if Straight Time Hours) for one or more Participating Employers. The years of service you earned under the Legacy Plan of the National Retirement Fund will be combined with years of service that you earn under this Plan for purposes of vesting.

### **How are Hours of Service counted?**

An Hour of Service means any hour for which you actually work and any hour for which you are entitled to be paid. If your Participating Employer is not required by the collective bargaining or participation agreement to report your actual hours worked to the Plan Administrator, the Plan Administrator will use one of the following equivalency methods to determine your hours worked:

- 10 hours if you are credited based on days of employment or per job; or
- 45 hours if you are credited based on weeks of employment; or
- 190 hours if you are credited based on months of employment.

### **Can I get Vesting Service credit for a part of a year?**

Yes. You may receive Vesting Service for part of a year. The following chart shows how partial Vesting Service credit is given.

Hours of Service Completed within a Calendar Year	Vesting Service Credit on and after 1/1/08
0-499	0 credit
500-799	0.50 credit
800 or more	1.00 credit

You will not receive Vesting Service for any years (or partial years) in which your employer is not participating in the Plan.

### **Can I get Vesting Service credit for an Excused Absence?**

For purposes of determining Vesting Service, you may receive credit for up to 501 Hours of Service per year during which you were not actually at work including paid vacation, certain absences (sickness, accidents, military and maternity/paternity leave) and approved leaves of absence for union business. The 501 Hours of Service may also include time you were absent from work, whether you were paid or not, under the Family and Medical Leave Act of 1993. Vesting Service may also include any number of hours that you did not work but for which you were awarded back pay or your employer agreed to give you back pay.

**Under certain circumstances you may be entitled to past Vesting Service for Covered Employment:**



HEREIU Pension Plan: If you work for an employer that started contributing to the HEREIU Pension Plan on or after January 1, 1994, you may receive additional Vesting Service based on your employment before contributions began. To qualify you must earn 3 years of Vesting Service after contributions began and your employer must provide evidence that you were working when contributions began. The amount of additional Vesting Service you receive is equal to your length of continuous employment before contributions began but is generally limited to 2 years of Vesting Service.

Chicago Sheraton: The Chicago Sheraton began contributing to the HEREIU Pension Plan on December 1, 1995. However, you may receive up to 2¼ years of Past Vesting Service for continuous employment at the Chicago Sheraton before December 1, 1995.

Hyatt Regency McCormick Place: If you were employed at the Hyatt Regency McCormick Place on February 1, 2000 and your employer contributed to the HEREIU Pension Plan under a HEREIU collective bargaining agreement, you may be eligible for up to 18 months of past Vesting Service for continuous employment at the Hyatt McCormick before February 1, 2000.

**Do I get any credit for my Service with another Pension Plan?**

For purposes of determining eligibility for retirement benefits and Vesting Service (but not for benefit calculation purposes or benefit amounts), service shall be recognized if you worked for a Participating Employer in the "reciprocal" funds listed in the chart below. You may also be eligible to receive a benefit from the "reciprocal fund" based on the rules of that fund.

**RECIPROCAL FUNDS**

- Amalgamated Insurance Fund
- Amalgamated Retail Retirement Fund
- Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, Workers United
- Amalgamated Clothing Workers Retirement Fund of Ontario
- Amalgamated Clothing Workers Retirement Fund of Providence of Quebec
- Local 324, ACWA Insurance Fund (Laundry Drivers)
- Amalgamated Clothing Workers Local 459 and Garment Manufacturer Health, Welfare and Pension Fund, Inc. (Winnipeg, Manitoba, Canada)
- Amalgamated Department Store and Retail Employees Insurance Fund
- Hartmarx Retirement Income Fund
- National Plus Plan
- Service Employees International Union Master Pension Plan (SEIU)
- Consolidated Retirement Plan
- Any plan that has merged into this Plan
- Any other plan maintained pursuant to a collective-bargaining agreement to which the Union is or was party, provided that these plans include reciprocal pension provisions.

**What is a Break in Service and how can a Break in Service affect me?**

A Break in Service occurs in each year during which you do not complete at least 400 Hours of Service in Covered Employment (375 hours if Straight Time Hours). If you are **not** Vested in a pension benefit and if you have 5 consecutive one-year Breaks in Service, which is a permanent Break in Service, then you will lose your years of service and your status as a Participant and you cannot have them restored.

If you have returned to Covered Employment after having one or more Breaks in Service, you must complete 400 Hours of Service in Covered Employment (375 hours if Straight Time Hours) in the 12 consecutive month period beginning on the date you return to Covered Employment. This will allow you to become a Participant again and to have your service restored as long as you did not have a permanent Break in Service.

Below is an example of a permanent Break in Service:

<b>Year</b>	<b>Hours</b>	<b>Vesting Service</b>		
2012	1000	1	}	4 Years Vesting Service
2013	1200	1		
2014	1050	1		
2015	1100	1		
2016	0	0	}	5 consecutive one year Breaks in Service = <b>Permanent Break in Service</b>
2017	0	0		
2018	0	0		
2019	0	0		
2020	0	0		
2021	800	1	→	<b>Participant returns to Covered Employment and starts earning Vesting Service in 2022.</b>

This Participant earned 4 years of Vesting Service when her employment ended which is not enough to be Vested.

After an absence during which 5 consecutive one year Breaks in Service occurred, she lost her 4 years of Vesting Service. Then she returned to Covered Employment.

Because a permanent Break in Service occurred, she will need to become a Participant and start earning Vesting Service all over again.



National Pension Plan: If you were a Participant in the National Pension Plan prior to January 1, 2008, the break in service rules did not apply to you. If you left Covered Employment and are later rehired on or after January 1, 2008, you will have your service restored on your rehire date. Thereafter, if you have a Break in Service, the break in service rules will apply to your service earned after January 1, 2008.

### **SECTION 3. - HOW YOU EARN CREDIT FOR A PENSION**

#### **What is Credited Service?**

Credited Service is the number of years and portions of years you worked for a Participating Employer prior to January 1, 2015.

**Because the Plan was frozen as of December 31, 2014, you cannot earn Credited Service under the Plan after that date. That is, the amount of Credited Service that you earned as of December 31, 2014 under the Legacy Plan of the National Retirement Fund is the amount of Credited Service that you have earned under this Plan.**

### **SECTION 4. - THE REHABILITATION PLAN**

The Pension Plan's Rehabilitation Plan includes two different sets of rules that provide for different benefit reductions and other limitations depending on which Schedule your employer and affiliated Union choose on your behalf through collective bargaining. These different sets of rules are called the Preferred Schedule and the Default Schedule. You cannot be covered by both the Preferred Schedule and the Default Schedule - your employer and affiliated union can only choose the Preferred Schedule or the Default Schedule. You may contact your employer or your local union affiliate to find out whether the Preferred Schedule or the Default Schedule (or neither) applies to you.

#### **What if I am covered by the Preferred Schedule?**

1. Except for certain situations as noted below, your benefit accrual rate was reduced by 40% beginning on January 1, 2011 through December 31, 2014 (when the Legacy Plan of the National Retirement Fund was frozen). Participants who were covered under the following former plans were subject to a different reduction formula once you become covered by the Preferred Schedule:
  - HEREIU Pension Plan (whose employer first participated prior to June 30, 2005) (percentage reduction varies by employer)
  - Santa Monica UNITE HERE Retirement Fund (approximate 35% reduction)
  - Miami Hotel Industry Pension Fund (percentage reduction varies by employer)
  - Minneapolis On-Sale Pension Fund (percentage reduction varies by employer)
  - Upstate New York Hotel Employees and Restaurant Employees Pension Fund (Local 471) (approximate 28% reduction)
  - Laundry & Dry Cleaning Pension Plan (Local 107) (approximate 31% reduction)
2. Except for the Joint and 50% Survivor Annuity payable to married Participants and Domestic Partners, all pre-retirement non-elective guaranteed period death benefits and other lump sum death benefits were eliminated on January 1, 2011.

3. Certain **post**-retirement death benefits were eliminated on the later of (a) January 1, 2011 and (b) the date you are covered by the Preferred Schedule. The post-retirement benefits that were eliminated are all non-elective guaranteed period death benefits and other lump sum death benefits payable after retirement.

#### **What if I am covered by the Default Schedule?**

1. In most cases you accrued benefits, beginning on and after the date on which you were covered by the Default Schedule through the date the Legacy Plan of the National Retirement Fund was frozen, in an amount that produces a monthly benefit equal to the lesser of (a) a nineteen cent (19¢) benefit per penny contributed under the collective bargaining agreement in effect as of January 1, 2010 or (b) the accrual rate in effect with respect to the collective bargaining agreement in effect as of January 1, 2010. For participants of the former HERE Local 54 Pension Fund and the HERE Alaska Pension Fund, the monthly benefit is equal to 1% of contributions made to the plan after January 1, 2011 (through December 31, 2014) based on the contribution rate in effect as of January 1, 2010.
2. Except for the Joint and 50% Survivor Annuity payable to married Participants and Domestic Partners, all pre-retirement non-elective guaranteed period death benefits and other lump sum death benefits were eliminated on January 1, 2011.
3. Certain **post**-retirement death benefits for future accruals were eliminated on the later of (a) January 1, 2011 and (b) the date you were covered by the Default Schedule. The post-retirement benefits that were eliminated are all non-elective guaranteed period death benefits and other lump sum death benefits payable after retirement.
4. As of the date you are covered by the Default Schedule, Disability Retirement Pension Benefits are eliminated.

#### **What if I am not covered by either the Preferred Schedule or the Default Schedule?**

1. Your benefit accrual rate was reduced by forty percent (40%) beginning on January 1, 2011 through December 31, 2014 (the date on which the Legacy Plan of the National Retirement Fund was frozen).
2. Except for the Joint and 50% Survivor Annuity payable to married Participants and Domestic Partners, all pre-retirement non-elective guaranteed period death benefits and other lump sum death benefits were eliminated on January 1, 2011.
3. Certain post-retirement death benefits were eliminated on January 1, 2011 except for active Participants not covered by either the Preferred Schedule or Default Schedule as of January 1, 2011.

**SECTION 5. - THE TYPES OF PENSIONS AVAILABLE**

**An Overview of the Different Types of Pension Benefits**

Because this Plan was spun-off from the Legacy Plan of the National Retirement Fund, which was frozen as of December 31, 2014, your benefit under this Plan is equal to your benefit under that plan. You do not earn any additional benefits for service on or after January 1, 2015.

The Plan offers different types of pension benefits to meet individual needs and circumstances. The chart below briefly describes each type of pension and the conditions that you must meet to be eligible for each type.

Type of Pension	Age and Service Needed To Qualify for A Pension	Other Requirements	Age at Which Pension Is Payable	Reduction To Monthly Benefit
<b>Normal Retirement Pension Benefit</b>	Age 65 and 5 years of Vesting Service, or 5th anniversary of participation in the Plan, or 15 years of Credited Service, 5 years of the Credited Service must be earned in the 10 years immediately before your Normal Retirement Date and at least 2 of the 15 years must be Future Service.	None	Payable to Plan Participants at age 65 or later	No reduction
<b>Disability Retirement Pension Benefit<sup>1</sup></b>	10 years of Vesting Service or 15 years of Credited Service, of which 5 years of the Credited Service must be Future Service or Age 50 and 15 years of Credited Service, of which at least 2 of the 15 years must be Future Service.	Social Security Disability Insurance Benefits award with an onset date within 4 months of last day worked and, after that, you may not earn more than \$500/month in any employment	Payable to Plan Participants at any age, if eligible	No reduction
<b>Early Retirement Pension Benefit</b>	Age 55 and 5 years of Vesting Service or Age 62 and 15 years of Credited Service, 5 years of the Credited Service must be earned in the 10 years immediately before your Early Retirement Date and at least 2 of the 15 years must be Future Service.	Generally, stop work in Covered Employment required	Payable to Plan Participants on or after age 55	Benefit is reduced ½ of 1% for each month before Normal Retirement Date
<b>Deferred Vested Pension Benefit</b>	5 years of Vesting Service	Stop work in Covered Employment required	Payable to Plan Participants on or after age 55 but prior to age 65	Benefit is reduced ½ of 1% for each month before Normal Retirement Date

<sup>1</sup> As noted in Section 4, this benefit is not available if you are a Participant covered by the Default Schedule.

## Your Normal Retirement Pension Benefit

You may qualify for a Normal Retirement Pension Benefit if you have attained age 65 AND:

- You have a minimum of 5 years of Vesting Service; or
- You have reached your fifth anniversary of participation in the Plan (including participation in the Legacy Plan of the National Retirement Fund); or
- You have at least 15 years of Credited Service, 5 years of which must be earned in the 10 years immediately before your Normal Retirement Date and at least 2 years of which must be Future Service.

When you reach your Normal Retirement Date, you can:

- Continue to work and commence payment of your Normal Retirement Pension Benefit;  
or
- Continue to work and delay commencement of your Normal Retirement Pension Benefit;  
or
- Retire and commence payment of your Normal Retirement Pension Benefit; or
- Retire and delay commencement of your Normal Retirement Pension Benefit, but generally not beyond age 70½.

### How to Calculate the Amount of Your Monthly Normal Retirement Pension Benefit (Except Under Default Schedule)

There are two different methods to calculate your pension benefits:

**I. GENERAL RULE: The formula to determine your monthly Normal Retirement Pension Benefit = (A) x (B) x (C), as follows:**

#### **(A) Contribution Rate x (B) Credited Service x (C) Benefit Multiplier**

##### **A. Determine the Contribution Rate:**

- If your Participating Employer contributes on a percentage-of-payroll basis, the contribution rate is the average of the annual rates determined by dividing the total contributions made by your Participating Employer for all the employees divided by the total number of hours for which contributions were made during a year;
- If your Participating Employer contributes on a cents-per-hour basis, the contribution rate is the average cents-per-hour contribution rate made by your Participating Employer over your participation while covered by the cents-per hour formula; or

- If your Participating Employer contributes a fixed amount on a daily, weekly or monthly basis, the contribution rate is the average of the equivalent hourly cents-per-hour contribution rate made by your Participating Employer while covered by the cents-per-hour formula using the following equivalences:
  - 8 hours per day in the case of contributions made on a daily basis;
  - 40 hours per week in the case of contributions made on a weekly basis; and
  - 173 hours per month in the case of contributions made on a monthly basis.
- For purposes of clarity, your Contribution Rate excludes those contributions required under the Preferred Schedule, the Default Schedule, or the PPA mandated automatic surcharges pursuant to the Rehabilitation Plan.

**B. Determine the Amount of Credited Service (Future Service + Past Service):**

(No additional benefits accrue under the Plan for years of service earned on or after January 1, 2015)

- Future Service: Determine your Future Service in three pieces:
  - years prior to 1/1/03
  - years after 12/31/02 and prior to 1/1/2011
  - years after 12/31/10 through 12/31/14
- Past Service: Determine your total service before your employer became obligated to make contributions to the Pension Plan

**C. Determine the Benefit Multiplier:**

- Future Service:
  - 75 for service before 1/1/03
  - 50 for service after 12/31/02 and prior to 1/1/2011
  - 30 for service after 12/31/10<sup>2</sup> through 12/31/14
- Past Service:
  - 30 for each year of Past Service that is associated with a year of Future Service prior to 1/1/03
  - 20 for each year of Past Service that is associated with a year of Future Service after 12/31/02 and prior to 1/1/2011
  - 12 for each year of Past Service that is associated with a year of Future Service after 12/31/10 through 12/31/14 (certain exceptions apply)<sup>3</sup>

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<sup>2</sup> If your Participating Employer is a New Employer or your Participating Employer makes contributions in excess of those required under the Pension Plan's Rehabilitation Plan, your benefit multiplier is 50 for Future Service.

<sup>3</sup>If your Participating Employer is a New Employer, your benefit multiplier is 20 for Past Service.

An Example of a Normal Retirement Pension Benefit for Participants in the Preferred Schedule:

George began working in January 1990 for an employer who became obligated to contribute to the Pension Plan in January 2000. George works full time for a total of 30 years until his retirement at age 65 in December 2019. Here is how George's Normal Retirement Pension Benefit is calculated:

(A) Contribution Rate = \$0.44

(B) Credited Service:

- Future Service (prior to 2003) = 3 Years (from 2000-2002)
- Future Service (after 2002 but before 2011) = 8 Years (from 2003 - 2010)
- Future Service (after 2010 through 12/31/14) = 4 Years (from 2011 - 2014)
- Past Service = 10 Years (from 1990 - 1999)

6 of George's 10 Years of Past Service are associated with Future Service before 2003 because George is eligible to receive 2 credits of Past Service for the 3 years of Future Service before 2003 (2 times 3 years). George also has 4 other years of Past Service (10 minus 6) associated with Future Service after 2002 but before 2011.

Next, multiply the Contribution Rate by the Credited Service by the Benefit Multiplier, as shown in the chart below:

(A) Contribution Rate	(B) Credited Service	(C) Benefit Multiplier	Monthly Benefit
0.44	3 years Future Service (before 2003)	75	= 99.00
0.44	8 years Future Service (after 2002 but before 2011)	50	= 176.00
0.44	4 years Future Service (after 2010 through 2014)	30	= 52.80
0.44	6 Years of Past Service are associated with Future Service (before 2003)	30	= 79.20
0.44	4 other years of Past Service	20	= 35.20
<b>George's total monthly benefit</b>			<b>= \$442.20</b>

A Different Example of a Normal Retirement Pension Benefit for Participants in the Preferred Schedule:

Carla began working in January 1985 for an employer who became obligated to contribute to the Pension Plan in January 2006. Carla works full time for a total of 30 years until her retirement at age 65 in December 2014. Here is how Carla's Normal Retirement Pension Benefit is calculated:

(A) Contribution Rate = \$0.52

(B) Credited Service:

- Future Service= 9 Years (5 years before 2011 and 4 years after 2010)
- Past Service = 20 Years (21 years from 1985 - 2005, but limited to 20 years because of 20-year cap)

\*Carla's total Past Service credits are limited to 18 (2 times 9 years) as she has only credit for 9 years of Future Service. She has 5 years of Future Service after 2002, but before 2011, which gave her 10 years (5 x 2) of Past Service associated with her Future Service before 2011. She has 4 years of Future Service after 2010, which gave her 8 years (4 x 2) of Past Service associated with her Future Service after 2010.

Next, multiply the Contribution Rate by the Credited Service by the Benefit Multiplier, as shown in the chart below:

(A) Contribution Rate	(B) Credited Service	(C) Benefit Multiplier	Monthly Benefit
0.52	5 years Future Service (after 2002 but before 2011)	50	= 130.00
0.52	4 years Future Service (after 2011)	30	= 62.40
0.52	10 associated years of Past Service	20	= 104.00
0.52	8 other years of Past Service	12	= 49.92
<b>Carla's total monthly benefit</b>			<b>= \$346.32</b>

An Example of a Normal Retirement Pension Benefit for Participants in the Default Schedule:

Sam began working in January 1995 for an employer who was obligated to contribute to the former National Pension Plan prior to January 1995. Sam works full time for a total of 20 years until his retirement at age 65 in December 2014. Sam's employer adopted the Default Schedule on January 1, 2011.

(A) Contribution Rate = \$0.30

(B) Sam has 20 Years of Credited Service (16 Years of Credited Service at January 1, 2011 and 4 more Years of Credited Service by December 31, 2014)

Next, multiply the Contribution Rate by the Credited Service by the Benefit Multiplier, as shown in the chart below:

(A) Contribution Rate	(B) Credited Service	(C) Benefit Multiplier	Monthly Benefit
\$0.30	8 years Future Service (before 2003)	75	= \$180.00
\$0.30	8 years Future Service (after 2002 but before 2011)	50	= \$ 120.00
\$0.30	4 years Future Service (after 2010)	19	= \$ 22.80
<b>Sam's total monthly benefit</b>			<b>= \$322.80</b>

An Example of a Normal Retirement Pension Benefit for Participants Employed by New Employers:

Mary began working in January 2010 for an employer who first became obligated to contribute to the Plan on January 1, 2011. Mary's employer adopted the Preferred Schedule. Mary works full time for a total of 11 years until her retirement at age 65 in January 2021.

- (A) Contribution Rate = \$0.50
- (B) Mary has 5 years of Credited Service.
  - Future Service = 4 Years (from 2011 - 2014)
  - Past Service = 1 Year (from 2010)
  - Next, multiply the Contribution Rate by the Credited Service by the Benefit Multiplier, as shown in the chart below:

(A) Contribution Rate	(B) Credited Service	(C) Benefit Multiplier	Monthly Benefit
\$0.50	4 years Future Service (after January 1, 2011 through December 31, 2014)	50	= \$100.00
\$0.50	1 year associated year of Past Service	20	= \$10.00
<b>Mary's total monthly benefit</b>			<b>= \$110.00</b>

**II. RULE FOR FORMER HEREIU PENSION PLAN PARTICIPANTS: the formula to determine your monthly Normal Retirement Pension Benefit for each year of Credited Service from 2008 to 2010 = (i) + (ii) + (iii), as follows:**

<b>(i)</b> \$0.50 for each one cent of employer contributions based on the contribution rate in effect at Dec. 31, 2004 (some exceptions to this date exist)	+	<b>(ii)</b> \$0.40 for each of the first four cents of each annual required contribution increase effective after Dec. 31, 2006	+	<b>(iii)</b> \$0.50 for each one cent of employer contributions in excess of the required contributions described in (ii)	=	<b>Total Monthly Benefit</b>
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An Example of a Normal Retirement Pension Benefit for Former HEREIU Pension Plan Participants accruing in the 2010 Plan Year:

<b>(i)</b> The contribution rate in effect on December 31, 2004 = 58 cents-per hour.	+	<b>(ii)</b> If the employer contributed an additional 10 cents-per-hour each year effective January 1, 2007 through January 1, 2010.	+	<b>(iii)</b> If effective Jan. 1, 2010 the employer contributes 6 cents in excess of the annual contributions required in <b>(ii)</b>	=	<b>Total Monthly Benefit</b>
50 x \$0.58 = <b>\$29.00</b>	+	4 x 40 x \$0.04 = <b>\$6.40</b>	+	50 x \$0.06 = <b>\$3.00</b>	=	<b>\$38.40</b>

After 2010, for Participants not yet covered by either the Preferred Schedule or Default Schedule, the above formula (including the increases resulting from required contribution rate increases after 2010), reduced by 40%, applies for each year of Credited Service after 2010.

After 2010, for Participants covered by the Preferred Schedule, the benefit accrual is calculated based on the benefits that would have been accrued after 2010, reduced by 40%, but taking into account benefit increases that would have occurred in the future, and "smoothing" such increases resulting in a level annual benefit accrual. This results in a level annual benefit accrual for each Participating Employer that does not vary by year (unless an additional contribution is made above and beyond the minimum required contribution rates).

An Example of a Normal Retirement Pension Benefit for Former HEREIU Plan Participants After 2010 for those Not Covered by the Preferred Schedule or Default Schedule:

Vanessa A. works full time from 1998 through 2014 for a total of 17 years until her retirement at age 65. Her employer makes contributions of:

- \$0.58 as of 12/31/2004; and
- Additional \$0.05 to \$0.10 per each year for eight years (from 2007 through 2014). Note that only the first 4 cents of each increase buys a benefit.

Vanessa A. earns ten Years of Credited Service prior to 2008 and seven Years of Credited Service after 2007. Based on her particular situation, Vanessa A.'s accrued benefit through January 1, 2011 is \$491.40. She is not covered by either the Preferred Schedule or the Default Schedule.

Vanessa A.'s Normal Retirement Pension Benefit is calculated as follows:

Year	Employer Contribution Rate / Hour during Year	Monthly Benefit Earned during the Year payable as a Single Life Annuity beginning at Age 65			Total Monthly Benefit Earned through End of Year
2010					\$ 491.40
				Less 40%	
2011	\$ 1.18	$50 \times 58\text{¢} + 40 \times (5 \times 4\text{¢}) =$	\$ 37.00	\$ 22.20	\$ 513.60
2012	\$ 1.28	$50 \times 58\text{¢} + 40 \times (6 \times 4\text{¢}) =$	\$ 38.60	\$ 23.16	\$ 536.76
2013	\$ 1.35	$50 \times 58\text{¢} + 40 \times (7 \times 4\text{¢}) =$	\$ 40.20	\$ 24.12	\$ 560.88
2014	\$ 1.40	$50 \times 58\text{¢} + 40 \times (8 \times 4\text{¢}) =$	\$ 41.80	\$ 25.08	\$ 585.96

An Example of a Normal Retirement Pension Benefit for Former HEREIU Plan Participants after 2010 who are covered by the Preferred Schedule:

Vanessa B. has the same facts as Vanessa A. above, except that she is covered by Preferred Schedule at January 1, 2011: the benefit accrual is \$30.94 per year of credited service for her employer; this takes into account a 40% reduction on benefit increases that would have occurred in the future and "smoothes"

these increases (over a period from January 1, 2011 to January 1, 2023). Her Normal Retirement Benefit at the end of 2014 is calculated as follows:

- (A) Total monthly benefit earned at December 31, 2010 = \$ 491.40
- (B) Total monthly benefit earned for 2011 through 2014 = \$ 30.94 times 4 = \$ 123.76
- (C) Total monthly benefit earned at December 31, 2014 = A + B = \$ 615.16

**Special rules for calculating pension benefits:**



HEREIU Pension Plan:

**Prior to 2008**, the HEREIU Pension Plan provided that the annual accrual of your monthly benefit was based on an amount set forth in the chart below that corresponds to your employer's hourly rate of contributions as of December 31, 2004 (or a later date in certain cases) times your Benefit Service credit for the year. You received 1 year of Benefit Service if you were credited with 1,800 Hours and you received a partial year of Benefit Service if you were credited with at least 400 but less than 1,800 Hours.

**Beginning January 1, 1994**, the Plan formula for calculating pension benefits was changed from one based on a percent of total employer contributions to one based on Unit Benefit Levels. Unit Benefit Levels are based on Schedule A below (Schedule B below from 1987 to 2000 for New York Participants) and the average hourly contribution rate your employer is required to contribute on your behalf.

**If you were employed prior to January 1, 1994**, your Unit Benefit Level for every calendar year of service before 1994 corresponds to the average hourly contribution rate that applied to you for the year 1993, or the year in which you last worked, and Schedule A (or Schedule B for New York Participants). For service from January 1, 1994, through December 31, 2004, your Unit Benefit Level for each calendar year is based on the average hourly contribution rate for each year and Schedule A (Schedule B through 2000 for New York Participants).

If, for example, your employer's hourly contribution rate was \$0.58, and you were not a New York participant before 2001, your benefit level (using the chart below) is \$39.00 (\$33 + \$3 +\$3).

Employer's Hourly Contribution Rate	Calendar Year Unit Benefit Level for All Participants – other than New York Participants before 2001	Calendar Year Unit Benefit Level for New York Participants from 1987 through 2000
	(Schedule A)	(Schedule B)
Below 5¢	\$2	\$1
5¢ - 9¢	\$5	\$2
10¢ - 14¢	\$8	\$3
15¢ - 19¢	\$12	\$4
20¢ - 24¢	\$16	\$5
25¢ - 29¢	\$20	\$6
30¢ - 34¢	\$24	\$7
35¢ - 39¢	\$27	\$8
40¢ - 44¢	\$30	\$9
45¢ - 49¢	\$33	\$10
50¢ & above	\$33 + \$3 for each additional 5¢ interval	\$10 + \$1 for each additional 5¢ interval

**Special rules for calculating pension benefits:**



HEREIU Pension Plan:

**Pre-'94 Service Under the Atlantic City Master Casino Agreement**

For Participants covered under the Atlantic City Master Casino Agreement, special rules increase the Unit Benefit Level for any year of Benefit Service earned before January 1, 1994. The increase depends on the Participant's tier of employment during 1993, or any earlier calendar year, if he or she didn't work in 1993. Your tier of employment is based on your length of service with your most recent employer.

A Participant's tier of employment and the corresponding Unit Benefit applicable to each calendar year of pre-'94 service are shown below.

<b>Tier of Employment</b>	<b>Length of Service</b>	<b>Unit Benefit</b>
1st Tier	1 to 5 years	\$7.00
2nd Tier	6 to 8 years	\$8.00
3rd Tier	9 or more years	\$9.00

**Pre-'94 Service for Harrah's Marina Hotel and Casino Participants**

For Harrah's Marina Hotel and Casino Participants, the Unit Benefit Level for any year of Benefit Service earned before January 1, 1994 depends on the Participant's tier of employment with Harrah's during 1993, or any earlier calendar year, if he or she didn't work in 1993.

<b>Tier of Employment</b>	<b>Length of Service</b>	<b>Unit Benefit</b>
1st Tier	1 to 5 years	\$10.00
2nd Tier	6 to 8 years	\$11.00
3rd Tier	9 or more years	\$13.00

The same tier of employment rules apply to Benefit Service earned from January 1, 1994 to September 15, 1994.

**Special rules for calculating pension benefits:**



National Retirement Fund: If you were a participant in the National Retirement Fund prior to October 1, 2007 and if your employer contributes an additional amount on your behalf on or after January 1, 2006 equivalent to 1% of your pay, then you shall accrue an additional benefit of \$1 per month per year of Credited Service earned on and after the beginning of the Plan Year in which such contribution increase becomes effective through December 31, 2010 and \$.60 per month per year of Credited Service earned on and after January 1, 2011 through December 31, 2014, as long as you had completed an Hour of Service on or after the effective date of the contribution increase.

## **Your Disability Retirement Pension Benefit**

If you are not covered by the Default Schedule, you may qualify for a Disability Retirement Pension Benefit if you are totally and permanently disabled and meet the following conditions:

- You meet one of the following service requirements:
  - (1) You have at least 10 years of Vesting Service after your employer became a Participating Employer; or
  - (2) You have 15 years of Credited Service including 5 years of Future Service; or
  - (3) You are at least age 50 and you have at least 15 years of Credited Service, including at least 2 years of which are Future Service; and
- You are awarded a Social Security Disability Insurance Benefit by the Social Security Administration with an onset date within 4 months of your last day worked in Covered Employment; and
- You do not earn more than \$500/month in any subsequent employment.

### How to Calculate the Amount of Your Monthly Disability Pension Benefit

If you meet the Plan's requirements for a monthly Disability Pension Benefit, the amount of your pension benefit will be calculated the same way as a Normal Retirement Pension Benefit (See "Your Normal Retirement Pension Benefit"). Disability Pension Benefits are payable to you at any age and there is no reduction due to commencing your benefits before age 65 for a Disability Pension Benefit.

### **When Disability Retirement Benefits End**

Disability Retirement Pension Benefits will end when any of the following events happen:

- You are re-employed by a Participating Employer or return to any gainful employment and earn more than \$500/month; or
- Your disability ends; or
- You have not reached age 65 and you refuse to be examined by a doctor chosen by the Trustees or you fail to submit documentation of your continuing disability (for example, a copy of your most recent Social Security Disability Insurance Benefit check, a copy of Form 2458 or an attending physician's disability statement).

If your Social Security total disability benefits are terminated, you are required to notify the Plan Administrator and your Disability Retirement Pension Benefit will terminate at the same time. In this case, you may be eligible for a reduced Early Retirement Pension Benefit or you can wait until age 65 to begin to receive your Normal Retirement Pension Benefit. If you are no longer eligible for the Disability Retirement Pension or if your Disability Retirement Pension Benefit payments exceed the amount that should have been paid to you, the Plan will recover the excess payments from you.

## **Your Early Retirement Pension Benefit**

You may qualify for an Early Retirement Pension Benefit if you stop work in Covered Employment and you meet either of the following conditions:

- You are at least 55 years old but are younger than 65 and you have a minimum of 5 years of Vesting Service; or
- You are at least age 62 years old but are younger than 65 and you have at least 15 years of Credited Service (including service with the Legacy Plan of the National Retirement Fund), 5 years of which must be earned in the 10 years immediately before you become eligible to retire and at least 2 of the 15 years must be Future Service.

When you reach your Early Retirement Date, you can:

- (a) Stop work and commence payment of your Early Retirement Pension Benefit; or
- (b) Continue to work and delay commencement of your Early Retirement Pension Benefit.

If you stop work and commence your Early Retirement Pension Benefit and then later return to work prior to your Normal Retirement Date, your benefit will be suspended.

If you stop work and commence your Early Retirement Pension Benefit and then later return to work on or after your Normal Retirement Date, the election of the optional form of benefit you made at Early Retirement will not apply to those accruals earned after your Normal Retirement Date.

### How to Calculate the Amount of Your Monthly Early Retirement Pension Benefit

Your Early Retirement Pension Benefit is a reduced portion of your Normal Retirement Pension Benefit to recognize that payments are expected to be paid to you over a longer period of time than if you were to begin payments at age 65. To calculate the amount of your monthly Early Retirement Pension Benefit, follow the steps below:

STEP 1: Calculate the amount of your Normal Retirement Pension Benefit.

STEP 2: Determine the number of whole months your pension will begin prior to age 65 and multiply that number by 0.005.

STEP 3: Multiply the benefit amount from Step 1 by the factor from Step 2.

STEP 4: Subtract the amount from Step 3 from the amount in Step 1. The result is the reduced Early Retirement Pension Benefit.

### An Example of an Early Retirement Pension Benefit

Nancy's monthly retirement benefit at age 65 will be \$220.00. She decides to retire at age 58 and 6 months (age 58½) which is 78 months early. What is her monthly retirement benefit at age 58½?

STEP 1: \$220.00

STEP 2:  $78 \times 0.005 = 0.39$

STEP 3: Step 1 x Step 2 = the reduction to the benefit: ( $\$220 \times 0.39 = \$85.80$ ).

STEP 4: Step 1 - Step 3 = the reduced Early Retirement Pension Benefit: ( $\$220 - \$85.80 = \$134.20$ ).

Nancy's benefit beginning at age 58½ would be \$134.20, instead of \$220 beginning at age 65.

#### **Early Retirement Benefit special rule (prior to January 1, 2008):**



National Retirement Fund: For employees who were Participants of the National Retirement Fund prior to 2008 and employed by an employer who became a Participating Employer in the National Retirement Fund prior to October 1, 2007, you can qualify for an Early Retirement Pension Benefit (but not a lump sum payment) even if you continue to work in Covered Employment if you are least age 62. If you are between ages 55 and 61, you must stop working in Covered Employment to receive an Early Retirement Pension Benefit.

### **Your Deferred Vested Pension Benefit**

You may qualify for a Deferred Vested Pension Benefit as follows:

- You stop working in Covered Employment for a Participating Employer prior to age 55; and
- You have a minimum of 5 years of Vesting Service.

Normally, your Deferred Vested Pension Benefit will commence at age 65. However, if you qualify for Early Retirement Benefits, you can choose to begin to receive a reduced Deferred Vested Pension Benefit as early as age 55. The reduction is applied because benefits are expected to be paid to you over a longer period of time than they would if your benefit began at age 65.

If you stop working for a Participating Employer after having earned a Deferred Vested Pension Benefit and you return to work for a Participating Employer at some future date, the additional Credited Service you earn after your return to work will be included when calculating the amount of your pension benefit payment.

### How to Calculate the Amount of Your Deferred Vested Pension Benefit

If you meet the Plan's requirements for a Deferred Vested Pension Benefit, the amount of your pension will be calculated as if you were calculating a Normal Retirement Pension Benefit (See "How to Calculate the Amount of Your Normal Retirement Pension Benefit"). If you are eligible and begin receiving your monthly payments between ages 55 and 65, your payments will be reduced in the same

manner as an Early Retirement Pension Benefit (See "How to Calculate the Amount of Your Early Retirement Pension Benefit").

**Special rule:**



Local 15 Supplemental Pension Payments: Participants of the former Local 15 Pension Plan will receive a monthly supplemental pension equal to the monthly premium required for Medicare Part B coverage if you were a retiree under the Local 15 Pension Plan on December 31, 1986, you were a deferred vested participant under the Local 15 Pension Plan on December 31, 1986, or you had at least one year of Vesting Service in that plan as of December 31, 1986, and you had earned a vested pension benefit under the HEREIU Pension Plan. The supplemental pension only becomes effective on the first day of the month in which you become age 65 and is only payable for your lifetime.

## **SECTION 6. - THE DIFFERENT PENSION PAYMENT OPTIONS**

The benefits calculated under Section 5 are payable in different forms depending on your marital status and the choices you (and your Spouse, if any) make. In many cases, a benefit may be payable to one or more Beneficiaries and therefore it is important to name one or more Beneficiaries and to keep your Beneficiary information up to date.

### **What are the Normal Forms of Payment for Participants covered by the Preferred Schedule?**

#### **The Single Life Annuity**

If you are NOT married on the date your benefits commence under the Plan, you will receive your benefit in a Single Life Annuity, which is paid monthly for your lifetime.

If you are married at the time of retirement and you wish to elect the Single Life Annuity, your Spouse will be required to sign a waiver rejecting the normal form of payment for married participants, as described in the following sections.

#### **The Joint and 50% Survivor Annuity Benefit**

If you are married on the date your benefits commence under the Plan, you will automatically receive a Joint and 50% Survivor Annuity Benefit, unless you and your Spouse elect otherwise by signing a waiver. The Joint and 50% Survivor Annuity Benefit provides a reduced monthly pension amount during your lifetime so that 50% of your pension benefit can continue to be paid to your Spouse as your Survivor Annuitant if you should die first. The amount of the reduction to the monthly benefit depends on your age and the difference between the ages of you and your Spouse.

**For example:** If you are age 65 and your Spouse is 63, the Joint and Survivor reduction would be 8.8% and you would receive 91.2% of your Normal Retirement Pension Benefit under this option. If you are 65 and your Spouse is 67, the Joint and Survivor reduction would be 7.2% and you would receive 92.8% of your Normal Retirement Pension Benefit.

If you are receiving a Joint and 50% Survivor Annuity and you are later divorced, the Survivor Annuitant will continue to be entitled to a survivor benefit. Once elected, the Joint and 50% Survivor Annuity cannot be changed to another form of payment and you cannot change your Survivor Annuitant.

If your Survivor Annuitant dies while you are receiving a Joint and 50% Survivor Annuity, your benefit will not be increased or changed, and you cannot elect a different form of payment or name a different Survivor Annuitant.

#### **Rejecting the Joint and 50% Survivor Annuity**

If you (and your Spouse) do not want the Joint and 50% Survivor Annuity form of benefit, you can reject it and instead choose a Single Life Annuity described above or one of the other available optional forms of benefit, which are described below, provided that you obtain written and notarized consent from your Spouse.

You will have up to 180 days to decide if you want to receive or reject the Joint and 50% Survivor Annuity Benefit. You will be unable to change your election after the expiration of the 90-day period following your election. In order to make an informed decision, you will be provided with a notice that includes:

- a general description or explanation of a Joint and 50% Survivor Annuity benefit;
- the circumstances by which the Joint and 50% Survivor Annuity benefit will be paid;
- the beginning and ending of the election period; and
- an explanation of the financial effect your election will have on your monthly pension benefit.

If you are in a Domestic Partnership, the Joint & 50% Survivor Annuity is an optional form of benefit you may elect at the time your pension benefits commence. If you are receiving a Joint and 50% Survivor Annuity and your domestic partnership ends, the Survivor Annuitant (your ex-Domestic Partner) will continue to be entitled to a survivor benefit.

### **What are the Normal Forms of Payment for Participants covered by the Default Schedule?**

#### **The Single Life Annuity**

If you are NOT married on the date your benefits commence under the Plan, you will receive your benefit in a Single Life Annuity, which is paid monthly for your lifetime. For benefits accrued before (a) January 1, 2011 and (b) the date you are covered by the Default Schedule), you get a Single Life Annuity with a guarantee that if you die before 60 monthly payments have been made to you, the remainder of the 60 monthly payments will be paid to your Beneficiary.

If you are receiving a Single Life Annuity with the 5-Year Guarantee (for benefit accruals earned prior to the later of (a) January 1, 2011 and (b) the date you are covered by the Default Schedule) and your Beneficiary dies before you, you can name a new Beneficiary to receive the remaining guaranteed payments but you cannot elect a different form of payment.

If you are married at the time of retirement and you wish to elect the Single Life Annuity, your Spouse will be required to sign a waiver rejecting the normal form of payment for married participants, as described in the following sections.

#### **The Joint and 50% Survivor Annuity Benefit**

If you are married on the date your benefits commence under the Plan, you will automatically receive a Joint and 50% Survivor Annuity Benefit, unless you and your Spouse elect otherwise by signing a waiver. The Joint and 50% Survivor Annuity Benefit provides a reduced monthly pension amount during your lifetime so that 50% of your pension benefit can continue to be paid to your Spouse as your Survivor Annuitant if you should die first. The amount of the reduction to the monthly benefit depends on your age and the difference between the ages of you and your Spouse.

**For example:** If you are age 65 and your Spouse is 63, the Joint and Survivor reduction would be 8.8% and you would receive 91.2% of your Normal Retirement Pension Benefit under this option. If you are 65 and your Spouse is 67, the Joint and Survivor reduction would be 7.2% and you would receive 92.8% of your Normal Retirement Pension Benefit.

If you are receiving a Joint and 50% Survivor Annuity and you are later divorced, the Survivor Annuitant will continue to be entitled to a survivor benefit. Once elected, the Joint and 50% Survivor Annuity cannot be changed to another form of payment and you cannot change your Survivor Annuitant.

If your Survivor Annuitant dies while you are receiving a Joint and 50% Survivor Annuity, your benefit will not be increased or changed, and you cannot elect a different form of payment or name a different Survivor Annuitant.

If you and your Survivor Annuitant dies prior to receiving a total of 60 monthly payments from the Plan, the remainder of the 60 payments will be made to a Beneficiary (for benefit accruals earned prior to the later of (a) January 1, 2011 and (b) the date you are covered by the Default Schedule).

If you are in a Domestic Partnership, the Joint & 50% Survivor Annuity is an optional form of benefit you may elect at the time your pension benefits commence. If you are receiving a Joint and 50% Survivor Annuity and your domestic partnership ends, the Survivor Annuitant (your ex-Domestic Partner) will continue to be entitled to a survivor benefit.

### **Rejecting the Joint and 50% Survivor Annuity**

If you (and your Spouse) do not want the Joint and 50% Survivor Annuity form of benefit, you can reject it and instead choose a Single Life Annuity with a Five Year Guarantee (for benefit accruals earned prior to the later of (a) January 1, 2011 and (b) the date you are covered by the Default Schedule) described above or one of the other available optional forms of benefit, which are described below, provided that you obtain written and notarized consent from your Spouse.

You will have up to 180 days to decide if you want to receive or reject the Joint and 50% Survivor Annuity Benefit. You will be unable to change your election after the expiration of the 90-day period following your election. In order to make an informed decision, you will be provided with a notice that includes:

- a general description or explanation of a Joint and 50% Survivor Annuity benefit;
- the circumstances by which the Joint and 50% Survivor Annuity benefit will be paid;
- the beginning and ending of the election period; and
- an explanation of the financial effect your election will have on your monthly pension benefit.

### **What are the Optional Forms of Payment?**

#### **The Joint and 50% Survivor Annuity**

This option is available only for participants in a Domestic Partnership. This option provides a reduced monthly pension amount during your lifetime so that 50% of your monthly pension benefit can continue to be paid to your Domestic Partner as your Survivor Annuitant if you should die first. The amount of the reduction to the monthly benefit depends on your age and the difference between the ages of you and your Domestic Partner.

**For example:** If you are age 65 and your Domestic Partner is 63, the Joint and Survivor reduction would be 8.8% and you would receive 91.2% of your Normal Retirement Pension Benefit under

this option. If you are 65 and your Domestic Partner is 67, the Joint and Survivor reduction would be 7.2% and you would receive 92.8% of your Normal Retirement Pension Benefit.

### **The Joint and 75% Survivor Annuity Benefit**

This option is available only for married participants or participants in a Domestic Partnership. This option provides a reduced monthly pension amount during your lifetime so that 75% of your monthly pension benefit can continue to be paid to your Spouse or your Domestic Partner as your Survivor Annuitant if you should die first. The amount of the reduction to the monthly benefit depends on your age and the difference between the ages of you and your Survivor Annuitant. The reduction applied to your benefit under this payment form is a little higher than under the Joint and 50% Survivor Annuity because here your Survivor Annuitant would receive 75% of your benefit rather than 50% of your benefit.

**For example:** If you are age 65 and your Spouse or Domestic Partner is 63, the Joint and Survivor reduction would be 12.8% and you would receive 87.2% of your Normal Retirement Pension Benefit. If you are 65 and your Spouse or Domestic Partner is 67, the Joint and Survivor reduction would be 11.2% and you would receive 88.8% of your Normal Retirement Pension Benefit.

Under the Default Schedule, if you and your Survivor Annuitant die prior to receiving a total of 60 monthly payments from the Plan, the remaining payments (for benefit accruals earned prior to the later of (a) January 1, 2011 and (b) the date you are covered by the Default Schedule) will be made to a contingent Beneficiary.

### **10-Year Certain Pension (120 Guaranteed Monthly Payments)**

This option is available to any Participant and provides a reduced monthly pension during your lifetime so that a benefit can be paid to your Beneficiary. This option is similar to a Life Annuity but there is a 10-year guarantee. If married, your Spouse must consent to the 10-Year Certain Pension using the form provided by the Plan Administrator. Under this option, if you die before receiving 120 payments, the remainder of the 120 payments will be paid to one or more Beneficiaries. If during your lifetime you receive 120 payments, then you will continue receiving your monthly payments until your death, but no further benefits will be due from the Plan after your death. If you die, however, before 120 payments have been made to you, the total payments made to you plus those payments made to your beneficiaries after your death will not exceed 120.

**For example:** You retire and leave employment on or after January 1, 2008 at age 60 and you have elected the 10-Year Certain option. Assume your monthly benefit would be \$200 at your age 60 Early Retirement Date under the Single Life Annuity. The reduction applied for this form of benefit at age 60 is 3% (or \$6.00) so you will receive \$194 (or 97% of your Normal Retirement Pension Benefit) each month during your lifetime instead of the monthly pension of \$200 that you would have received had you not chosen this option. If you die after receiving only 50 payments, for example, your Beneficiary would receive the remaining 70 monthly payments. If you die after receiving only 50 payments and your Beneficiary dies after receiving only 30 payments after your death, for example, then a contingent Beneficiary will receive the remaining

40 payments. If you live to receive at least 120 payments, your Beneficiary will receive no payments upon your death.

### **Small Lump Sum Payment**

A Participant can elect a one-time lump sum payment if your monthly benefit is small enough so that the value of all benefits expected to be paid to you over your lifetime is \$5,000 or less. You will have the option to take the payment directly (with 20% Federal tax withheld) or to roll the amount over to another qualified retirement plan or IRA (with no tax withheld). Your benefit will not be paid to you without your consent or application and a lump sum payment is not available if you continue to work in Covered Employment. If married, your Spouse must consent to the lump sum payment using the form provided by the Plan Administrator.

### **Relative Value**

In order to help you compare the optional forms of payment available to you, the "relative value" of the forms of benefit payment will be provided to you. Relative value is the relationship of the actuarial value of one benefit form to the actuarial value of another benefit form, using interest and life-expectancy assumptions. For this purpose, the relative value of the Single Life Annuity was compared to the relative value of each of the other optional forms of benefit available to you. As a result of this comparison, it has been determined that all of the optional forms meet the requirements for being approximately equal in value to the life annuity.

## SECTION 7. - PAYMENTS AT DEATH

If you are entitled to a Vested Retirement Benefit or if you have reached your Retirement Date, the Plan generally pays benefits to your Spouse or Domestic Partner or Beneficiary as an extension or continuation of your retirement benefits. For purposes of these rules, if you are married for less than 12 months on the date of death you are considered a single Participant. If you are married and elect to waive your Joint and 50% Survivor Annuity with your spouse's consent, you are also considered a single Participant for these purposes.

An overview is provided in the following chart:

	<b>Participants who are Single or Participants who are married and have waived the Joint and 50% Survivor Annuity</b>	<b>Participants with a Spouse or Domestic Partner</b>
If you are Vested and die before your Normal Retirement Date and before you begin to receive pension payments	No benefits are payable.	Your Spouse or Domestic Partner will receive a monthly survivor annuity at your earliest retirement date that is half of the Joint and 50% Survivor Annuity that would have been paid at your Normal Retirement Date, reduced for early retirement, if applicable.
If you are Vested and die after your Normal Retirement Date and before you begin to receive pension payments	No benefits are payable.	Your Spouse or Domestic Partner will receive a monthly survivor annuity that is half of the Joint and 50% Survivor Annuity that would have been paid at your Normal Retirement Date.
If you die after you begin to receive pension payments	No benefits are payable unless the 10-year certain benefit option was elected.	If you die after you begin to receive payments, the continuation of your benefit to your Spouse or Domestic Partner depends on the form of payment you elected. If, for example, you elected to receive a Survivor Annuity, a surviving annuity will continue to be paid to your Spouse or Domestic Partner (based on the option you elected) for their lifetime.

If you die after you have begun to receive payment of your pension benefits, the option you chose at retirement and your Rehabilitation Plan coverage will determine what benefits, if any, will be payable after your death. An overview is provided in the following chart:

<b>Participant Covered by Preferred Schedule as of Effective Date of Pension</b>	<b>Participant Covered by Default Schedule as of Effective Date of Pension</b>	<b>Participant Not Covered by Either Preferred or Default Schedule as of Effective Date of Pension</b>
All non-elective guaranteed period death benefits and other lump sum death benefits payable after retirement are eliminated on the later of (i) January 1, 2011 and (ii) the date on which the Preferred Schedule is applicable to a Participant.	All non-elective guaranteed period death benefits and other lump sum death benefits payable after retirement are eliminated for future accruals only on the later of (i) January 1, 2011 and (ii) the date on which the Default Schedule is applicable to a Participant.	All non-elective guaranteed period death benefits continue, but other lump sum death benefits payable after retirement are eliminated as of January 1, 2011.

If you are married or are in a Domestic Partnership and you elected to receive a Survivor Annuity, at your death a portion of your benefit (based on the option you elected) will continue to be paid to your Spouse or Domestic Partner for their lifetime. At your Spouse's or Domestic Partner's death, subject to the Preferred Schedule and the Default Schedule, if a total of 60 payments to you and your Spouse or Domestic Partner, if applicable, has not yet been paid, monthly payments will continue to your Spouse's or Domestic Partner's named Beneficiary for the remainder of the 60 month period.

Example: Tony is married to Tina and is paid under the Joint and 50% Survivor Annuity option. Tony dies after receiving 20 monthly payments Tina will receive the monthly Joint and 50% Survivor Annuity for her life. If at Tina's death, she has only received 10 payments, subject to your coverage under the Preferred Schedule or the Default Schedule, Tina's Beneficiary will receive 30 monthly payments (60 minus 30) of the survivor portion of the Joint and 50% Survivor Annuity.

If you die after April 30, 2010, and if a lump sum payment to your Beneficiary would be greater than \$5,000, then such amount payable shall only be paid to your beneficiary in the form of monthly payments.

## **SECTION 8. - HOW TO APPLY FOR A PENSION**

To apply for a pension benefit, you must submit a complete filing with the Plan Administrator. A complete filing includes a completed application, a signed Social Security Earnings Authorization Form, and copies of all applicable documents including, but not limited to, birth certificate(s) (member and Spouse), marriage certificate, divorce decree, legal separation agreement, Spouse's death certificate, and your Social Security Disability Insurance Award Letter if you are applying for a disability pension. If earnings must be obtained from Social Security in order to determine your eligibility for a benefit, your application will not be considered complete until the earnings history is received by the Plan Administrator.

You can obtain an application from your union, Joint Board, Local Office, or the Plan Administrator. All benefit determinations are made exclusively by the Trustees. The Union, Joint Board, Local Office, or the Plan Administrator will provide assistance in completing the application. The completed application and documents should be returned to the Plan Administrator.

You can commence your pension benefits at Normal Retirement Date and continue to work and collect your pay and Plan benefits at the same time, if you choose. However, you must apply for and begin receiving Plan benefits (1) no later than the April 1st of the calendar year following the year in which you attain age 70½ if you are no longer working in Covered Employment; or (2) if you are actively working in Covered Employment at 70½, you can postpone the commencement of your pension benefit until you stop working and retire.

Your benefit payments will begin after you have completed and submitted to the Plan Administrator all required forms and documents. This process can take several months. Missing or incomplete information can delay the processing of your application. It is important that you submit an application at least 90 days prior to the date you want to start your pension with copies of all the required documents.

The effective date of your pension depends on your eligibility, the date you submit your application and all the required documents to the Plan Administrator. Your application may be deemed to be withdrawn by the Plan Administrator if you do not submit all the required forms, including the election form within the time periods set forth on the form. If your application is withdrawn, you will have to resubmit an application and the effective date of your pension benefit may be changed.

Once payments are approved, your checks will be mailed to you on the first day of the month or will be deposited directly into your account. If you do not receive your payment by the 15th day of the month, you should contact the Plan Administrator to have a stop placed on the check and to get your payment replaced.

If you do not qualify for pension benefits, you will be sent a written explanation detailing the reasons benefits were denied. See Section 10 for information about your rights to appeal.

## If you apply after your Normal Retirement Date

If you stopped working prior to age 65 and did not submit a completed application until after your Normal Retirement Date, you will receive an actuarially increased monthly benefit effective as of the first of the month following your current application date but not later than the required beginning date.

If you are working in Covered Employment and submit a completed application to start your pension after your Normal Retirement Date, you will be paid a monthly benefit effective the first of the month following your current application date. Your benefit will be calculated based on your benefit at Normal Retirement actuarially adjusted for your Credited Service after Normal Retirement to the effective date of your benefit. If you continue to work after commencement of your pension, any additional pension benefits will be paid effective as of the first day of the month after you stop working in Covered Employment in the same optional form of benefit you chose when you first retired.

For more information regarding actuarial increases, please contact the Plan Administrator.



### National Retirement Fund:

For employees who were Participants of the National Retirement Fund prior to 2008 and employed by an employer who became a Participating Employer in the National Retirement Fund prior to October 1, 2007 if you stopped working prior to age 65 and did not submit a completed application until after your Normal Retirement Date, you will be given a choice to (1) take your pension retroactive to your Normal Retirement Date with interest (subject to spousal consent) or (2) receive an increased monthly benefit effective as the first of the month following your current application date.



### HEREIU Pension Plan:

For employees who were Participants of the HEREIU Pension Plan prior to 2008, if you stopped working prior to age 65 and did not submit a completed application until after your Normal Retirement Date, you will be given a choice to (1) take your pension retroactive to your Normal Retirement Date with interest (subject to spousal consent) or (2) receive an increased monthly benefit effective as the first of the month following your current application date.

### **If you apply for a Disability Retirement**

You must submit proof of your Social Security Disability Insurance award from the Social Security Administration and such additional proof as the Trustees may require. Additional proof may include, but is not limited to, periodic physical examinations. Any such physical examination will be with a physician selected by the Trustees and will be paid for by the Plan.

If you have applied to Social Security and have not received an award letter from the Social Security Administration, you should submit an application to the Plan Administrator regardless of your age. If you are under age 55, your eligibility for a disability pension cannot be determined until the award letter is received. Your application will be suspended until its receipt.

If you are between ages 55 and 65 and you have completed the service requirements, you can apply for an Early Retirement Pension Benefit while you are waiting to receive certification of disability from the Social Security Administration. Your benefit will be adjusted from the Early Retirement Pension Benefit to the Disability Retirement Benefit if you are eventually found eligible for a Disability Retirement Benefit and if the Disability Retirement Benefit provides you a larger benefit amount.

### **If your Survivor Annuitant applies for Benefits**

At your death, your Spouse, Domestic Partner or Beneficiary should contact the Plan Administrator and should be prepared to provide a certified copy of your death certificate as well as copies of the following information:

- ✓ Your marriage certificate
- ✓ Proof of a Domestic Partnership
- ✓ Your birth certificate
- ✓ The birth certificate of your Spouse, Domestic Partner or Beneficiary
- ✓ The Social Security card of your Spouse, Domestic Partner or Beneficiary

Upon your death, your Spouse, Domestic Partner or Beneficiary must return any payments issued to you after your death, including uncashed checks or electronic deposits. If payments are due to your Spouse, Domestic Partner or Beneficiary, new checks will be issued to them. The Plan reserves the right to recover any amounts paid in error.

## **SECTION 9. - OTHER INFORMATION**

### **When Do You Need Your Spouse's Consent?**

You need your Spouse's consent to:

- Choose a Single Life Annuity (with 5-Year Guarantee, if applicable), the 10-Year Certain Pension or lump sum payment; or
- Choose a Beneficiary other than your Spouse.

### **Naming Your Beneficiary**

When you apply for your pension benefit to begin, you should complete and sign a Beneficiary form with the Plan Administrator naming the person(s) to receive any benefits that may be due under the Plan. You may name one or more primary and contingent Beneficiaries. The contingent Beneficiaries would be the recipients of your pension benefits should both you and the primary Beneficiary have both died.

Before benefits begin, or after benefits begin under the Single Life Annuity (with 5-Year Guarantee, if applicable) or the 10-Year Certain Pension, you may, of course, change your Beneficiary from time to time by filing a new Beneficiary form with the Plan Administrator if your circumstances change. For example, you may wish to change your Beneficiary in the case of divorce, new marriage, or other life events. You can always change your contingent Beneficiaries.

**If you are married** before your benefits begin, your Spouse will automatically be your primary Beneficiary, even if you have not named them as such. If you wish to name someone other than your Spouse as primary Beneficiary, you and your Spouse must sign a waiver form in front of a notary public. In naming a Beneficiary other than your Spouse, you and your Spouse are giving up the surviving spouse protections under the Plan, which means your Spouse will not receive a benefit at your death. You may name any other person(s) as your contingent Beneficiaries. If you get married after your Plan benefits begin, your new spouse does not automatically become your Beneficiary, but you can change your Beneficiary by filing a new Beneficiary form.

**If you enter into a Domestic Partnership** before your benefits begin, your Domestic Partner will not automatically be your primary Beneficiary. If you wish to name someone other than your Domestic Partner as your primary Beneficiary, you do not need to obtain a waiver from your Domestic Partner. You may name any other person as your contingent Beneficiaries. If you enter into a Domestic Partnership after your Plan benefits begin, your new Domestic Partner does not automatically become your Beneficiary, but you can change your Beneficiary by filing a new Beneficiary form.

**If you are single** before your benefits begin, you may name anyone as your Beneficiary, and, if you elect a Single Life Annuity (with 5-Year Guarantee, if applicable) or 10-Year Certain Pension, you can change Beneficiaries at any time. If you are single before your Plan benefits begin, your new Spouse will automatically become your primary Beneficiary.

It is important to file and keep your Beneficiary form up to date with the Plan Administrator. If you have previously named a Beneficiary and your circumstances have changed (divorce, ending of a Domestic Partnership, etc.) but you neglect to change your Beneficiary, the Plan Administrator will be

obligated to follow your original designation in the event of your death (unless you were remarried). In the event of a marriage, divorce, beginning of a Domestic Partnership, or ending of a Domestic Partnership, or any other important life event, please contact the Plan Administrator immediately to update your Beneficiary form.

If you do not file a Beneficiary form with the Plan Administrator, or the Beneficiaries you named predecease you, any pension benefit payments due under an option providing for a guaranteed number of payments, will be paid to the following individuals in the order shown below:

- First: To your Spouse/Domestic Partner, if living, otherwise
- Second: To your children, in equal shares, if living, otherwise
- Third: To your parents, in equal shares, if living, otherwise
- Fourth: To your siblings, in equal shares, if living, otherwise
- Fifth: To your estate

### **Minimum Distributions**

In general, you are required to begin receiving a minimum benefit distribution no later than April 1 of the calendar year following the year in which you reach age 70½. However, if you continue to work in Covered Employment past age 70½ you can choose to defer payments until the April 1st following the calendar year in which you actually retire. Minimum distributions are not eligible to be rolled over to an IRA or other qualified plan and are subject to 10% tax withholding.

### **May I have my pension benefit payments deposited in my bank account?**

Yes. For your convenience and safety, you may have your pension benefit deposited directly into your checking or savings account at a United States or Puerto Rico bank. If you would like to arrange for such a direct deposit, please contact the Plan Administrator to obtain the necessary forms. Alternatively, you may have your pension benefit check mailed to you.

### **Are my benefits taxable?**

Generally, yes. For federal tax purposes, your benefits from this Plan are usually considered ordinary income and subject to taxation at the time you receive them. Income and inheritance taxes on Plan payments vary by state and country. You will be asked to complete an IRS Form W-4P to indicate if you want taxes withheld and how many exemptions you wish to claim for withholding purposes.

In general, if you receive a total distribution in a lump sum payment (other than a minimum distribution), you can authorize the Plan to make a rollover distribution to an IRA or another qualified retirement plan that will accept the rollover amount. If you do not elect a rollover distribution, as required by Federal law, 20% of the taxable portion of the distribution must be withheld. You will receive additional information on the rollover lump sum option if you are eligible at the time of benefit commencement.

You will receive a Form 1099-R each year after January 31 reporting to you and the IRS the amount of pension payments you received in the prior tax year. If you move out of the United States or Puerto

Rico, different tax reporting may apply to you. You should contact the Plan Administrator if you plan to move or have moved permanently to another country.

Certain states have separate tax withholding requirements. To find out more, contact the appropriate state agency. Each person's tax situation differs. Please consult with your tax advisor for all personal tax matters.

### **When are benefits not paid?**

This SPD describes how the Plan provides you or your Beneficiary with a benefit. It is important that you understand the conditions under which the benefit could be changed.

- If you leave employment before you have satisfied the vesting requirements and you have incurred a permanent Break in Service, you will forfeit your accrued pension benefit.
- If you are unable to care for your own affairs, any pension payments due can be paid to someone who is authorized to conduct your affairs. This may be a relative or a court-appointed guardian.
- The Trustees make every effort to ensure that pension calculations, payments, etc., are correct. However, if any errors are made, the Trustees reserve the right to correct them, including recovery of excess benefits from you or your Beneficiary and/or withholding all or part of future payments.
- If the Plan is terminated, benefits payable under the Plan are limited to those that can be provided by the assets of the trust fund and those that are guaranteed by the PBGC.
- If, as a result of a divorce, you are responsible for child support, alimony, or marital property rights payments, all or a portion of your pension benefit could be assigned to meet these payments if a court issues a qualified domestic relations order ("QDRO").

### **Right of Recovery**

If for any reason the Plan makes an inadvertent, mistaken or excessive payment to you or your Beneficiary, the Trustees or their authorized representatives shall have the right to recover such payments. The Trustees are entitled to take any and all actions necessary and appropriate to recover the overpayment including interest. This may include withholding of future benefit payments or requiring the individual to repay the benefits.

### **Keep Your Information with the Plan Administrator Up to Date**

You should keep the Plan Administrator informed of any change in your mailing address to make sure that you receive all Plan communications. You should also keep the Plan Administrator informed if your Spouse, Domestic Partner or Beneficiary dies or if you begin or end a marriage or Domestic Partnership. It is a good idea to keep your Form W2's and pay stubs as a record of your employment history. See information about the Plan Administrator in Section 12.

## **SECTION 10. - HOW YOUR RIGHTS ARE PROTECTED**

### **Your Rights Under ERISA**

As a Participant in the Pension Plan of the National 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:

- Receive information about your Plan and Benefits.
- 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, collective bargaining agreements, latest annual report (Form 5500 series) and copies of all documents filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. 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 benefit 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 more years you have to work to get a right to a pension benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.
- Obtain copies of any periodic actuarial report, any quarterly, semi-annual or annual financial report and a copy of any application filed with the Secretary of the Treasury requesting an extension of the amortization period for any unfunded liability.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for operating 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, your union, 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 in whole or in part, you must receive a written explanation for the denial. You have the right to have the Plan review and reconsider your claim (See "Your Right to Appeal").

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request material from the Plan and do not receive it within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the

control of the Plan Administrator. If you have a claim for pension benefits that is denied or ignored, in whole or in part, you may file suit in a state or 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.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, 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 or going to its website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

### **Your Right to Appeal**

A decision regarding the status of a claim for benefits will be made by the Plan Administrator within 90 days after receipt of the claim, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, you will receive written notice of the extension 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 the extension of time and the date by which the Plan expects to render the benefit determination. If the extension is required because of your failure to submit information necessary to decide the claim, the period for making the determination will be pended from the date on which the extension notice is sent to you until the date on which you respond to the Plan Administrator's request for additional information.

If your claim for benefits under this Plan has been denied, in whole or in part, you will be provided with adequate notice in writing setting forth: (i) the specific reason(s) for such denial with references to the specific Plan provisions on which the denial is based; (ii) a description of any additional material or information necessary for you to correct the claim (including an explanation as to why such information is necessary); and (iii) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of ERISA.

If you disagree with the Plan Administrator, you may request an appeal of such denial by written request filed with the Plan Administrator within 60 days (180 for disability) after the receipt of the denial notice. In connection with the request for review, you may submit written comments, documents, records, and other information relating to the claim for benefits. You shall 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, as determined under Labor Regulation Section 2560.503-1. The review by the Trustees shall take into account all comments, documents, records and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

A decision will be made by the Trustees (or a committee designated by the Trustees) at its next regularly scheduled quarterly meeting following receipt of the request for review, unless the request is filed less than 30 days prior to the next regularly scheduled meeting, in which case a decision will be made by no later than the date of the second regularly scheduled quarterly meeting following receipt of such request for review. If special circumstances require an extension of time for processing the request for review, the decision may be made at the third quarterly meeting following receipt of such request. You will be notified in advance of such extension. The extension notice will indicate the special circumstances that require an extension of time and the date by which the Plan expects to render the determination on review. If any extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be pended from the date on which the extension notice is sent to you until the date on which you respond to the Plan Administrator's request for additional information. Such decisions on review are final, binding and conclusive on all interested parties. The same procedures apply if, after your death, your Beneficiary makes a claim for benefits under the Plan.

You will be notified in writing of the determination on review within 5 days after the determination is made. If your appeal under this Plan has been denied, in whole or in part, you will be provided with adequate notice in writing setting forth: (i) the specific reasons for the decision; (ii) references to the specific Plan provisions on which it was based; (iii) 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; and (iv) a statement describing your rights to obtain additional information regarding the Plan's voluntary appeals process, including a statement of your right to bring a civil action under section 502(a) of ERISA.

**Your Rights Under the Social Security Act**

During your working years, both you and your employers make payments to Social Security. In general, after you have paid Social Security taxes for at least 10 years, you qualify for Social Security retirement income. This Plan is designed to supplement the payments you may receive from Social Security.

Like this Plan, Social Security benefit payments are not made automatically—you have to apply for them. You will need to apply to Social Security to start your benefits. You are entitled to receive a full retirement benefit from Social Security at your Social Security retirement age. Your year of birth determines your Social Security retirement age.

<b>If your year of birth is:</b>	<b>Then your Social Security retirement age is:</b>
1937 or before	65
1938 - 1942	65 plus 2 months for every year after 1937 (for example, if you were born in 1940, your Social Security retirement age is 65 years and 6 months)
1943 - 1954	66
1955 - 1959	66 plus 2 months for every year after 1954
1960 or later	67

Reduced benefits may be payable to you from Social Security as early as your age 62. Your retirement benefit from the National Retirement Fund and Social Security do not have to start at the same time. More information on your Social Security benefit can be found on their web site at [www.ssa.gov](http://www.ssa.gov) or call Social Security at (800) 772-1213.

## **Your Rights Under USERRA**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), if your coverage under the Plan ends because of your service in the United States Uniformed Services, the following rules apply. If you are on active military leave, your absence cannot be treated as a Break in Service. Upon prompt return to work, your military service counts for eligibility, vesting and benefit accrual purposes. In addition, upon your return to work your employer must fund any benefits that you did not receive due to military service. If you have any questions regarding your rights under USERRA, please contact the Plan Administrator.

## **Your Rights with Respect to the PBGC**

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 vesting 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 vesting service. For example, the maximum annual guarantee for a retiree with 30 years of vesting service would be \$12,870. In no event will the PBGC guarantee a benefit higher than what was promised to you under the terms of this Plan.

The PBGC guarantee generally covers: (1) normal retirement age and early retirement age pensions; (2) disability pensions if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors. The PBGC 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 the Plan Administrator or contact the PBGC. Inquiries to the PBGC should be addressed to: PBGC at PO Box 151750 Alexandria, VA 22315-1750. You also can call the PBGC toll-free at 1800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-8778339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site at [www.pbgc.gov](http://www.pbgc.gov).

## **Rights to Employment**

Please note that nothing in this booklet implies a contract of employment. The existence of the Plan does not affect your employment rights or the rights of your employer to discharge you.

## **Non-Assignability of Benefits**

Generally, your Plan benefit is not subject to claims of your creditors or creditors of your Spouse or other Beneficiaries and you may not assign, sell or commit any part of your benefit in any way. In certain instances, however, a Qualified Domestic Relations Order ("QDRO") may determine that another person has a legal right to receive some or all of your pension benefit. A Qualified Domestic Relations Order is a judgment, decree or order issued pursuant to a state domestic relations law, including any community property laws. The Qualified Domestic Relations Order will specify the name and last known mailing address of you and each alternate payee to whom the QDRO relates. The QDRO will also state the amount of your benefits paid to an alternate payee or the manner of determining the amount, and the number of payments or period of time these payments are required. In general, a QDRO is a court order, judgment or decree that relates to the provision of child support, alimony payments, or marital property rights and creates or recognizes an alternate payee's rights to receive all or a portion of a Participant's benefits under an employee benefit plan. To be "qualified" the order must comply with certain legal requirements, including review and approval by the Plan Administrator. You or your Beneficiary may obtain a copy of the Plan's procedures governing QDRO determinations upon written request to the Plan Administrator. The Plan Administrator will not charge you for providing this information.

## **Plan Amendment**

The Trustees of the Plan expect to continue this Plan indefinitely. The Trustees have the right to amend the Plan at any time.

## **Plan Termination**

The Plan may be terminated by the Trustees at any time, pursuant to the provisions of the Agreement and Declaration of Trust, and in such event, all the assets of the Pension Plan shall be used for the exclusive benefit of Participants, former Participants, Vested former Participants, Pensioners, Spouses, Domestic Partners and Beneficiaries, and shall be allocated in shares determined by the Trustees on the basis of the actuarial value of the pension benefits to be provided to such individuals. The Plan may also be terminated if the obligation of all employers to contribute to the Plan ceases.

The Plan and federal pension law specify the general manner and order that the assets of the Trust will be allocated, for purposes of paying benefits at termination to participants and beneficiaries. The assets would first be allocated to pay accrued benefits to participants and beneficiaries who are already receiving benefits under the Plan or who had the right to immediately receive such benefits if they had retired prior to termination. There are certain limitations on the amount of assets that can be allocated to this "highest priority" category. After benefits are provided to participants and beneficiaries in this highest category, remaining assets would be allocated to participants and beneficiaries in certain other priority categories relating to an employee's service, whether or not an employee's benefit was vested before termination, and the amount of the employee's computed pension to the date of the termination.

Unless the PBGC specifies procedures to the contrary, the Trustees may purchase immediate and/or deferred annuity contracts providing for the payment of pension benefits, or may make benefit payments in accordance with the terms of the Plan through the continuance of the existing trust, or the creation of a new trust or trusts, or in any combination of the foregoing, as they may determine.

**SECTION 11. - GLOSSARY OF TERMS**

<b>Beneficiary</b>	The person designated by a Participant or by a Survivor Annuitant to receive any benefit that may be payable upon their death. If a married Participant names a Beneficiary other than the Participant's Spouse, the Spouse must provide written and notarized consent to that designation. If there is no Beneficiary, any benefit would be paid in the following order: Spouse, children, parents, siblings, estate.
<b>Break in Service</b>	A Break in Service occurs when you do not complete at least 400 Hours of Service (375 if Straight Time Hours) in Covered Employment in a calendar year. A Break in Service will continue until the Participant works at least 400 Hours of Service (375 if Straight Time Hours) of Credited Service in a calendar year.
<b>Covered Employment</b>	The active employment of an employee for a Participating Employer for whom such Employer is obligated to contribute to the Plan. For periods prior to January 1, 2018, the active employment of an employer for a Participating Employer for whom such employer was obligated to contribute to the National Retirement Fund.
<b>Credited Service</b>	Credited Service is a combination of your Future Service and your eligible Past Service.
<b>Deferred Vested Pension Benefit</b>	A monthly annuity payable to a Participant who stops working for a Participating Employer prior to Early Retirement and has enough years of Vesting Service (at least 5 years) to qualify for a benefit. The benefit is deferred until the former Participant reaches retirement age.
<b>Disability Retirement Pension Benefit</b>	A monthly annuity payable to a Participant who stops working for a Participating Employer, has been awarded a Social Security Disability Insurance benefit by the Social Security Administration within 4 months of their last day of Covered Employment, and has enough years of service to qualify for a benefit.
<b>Domestic Partner</b>	A Participant's same-sex or opposite-sex partner, with whom a Participant is in a Domestic Partnership.
<b>Domestic Partnership</b>	<p>The relationship between a Participant and a same-sex or opposite-sex individual, which is legalized as a civil union under the laws of that state, and such relationship was legalized at least one year immediately prior to the Participant's annuity starting date (or date of death). Alternatively, a same-sex or opposite-sex relationship between a Participant and another individual shall constitute a Domestic Partnership if:</p> <ul style="list-style-type: none"> <li>(i) the partners have been in a mutually exclusive relationship as spousal equivalents for a minimum of one year immediately prior to the Participant's annuity starting date (or date of death); and</li> <li>(ii) the partners have shared a legal residence for at least twelve consecutive months immediately prior to the Participant's annuity starting date (or date of death); and</li> <li>(iii) the partners are financially interdependent; and</li> <li>(iv) the partners are not related to each other by blood; and</li> <li>(v) neither partner is married to, or in a same-sex or opposite-sex domestic partnership with, anyone else.</li> </ul>

<b>Early Retirement Pension Benefit</b>	A monthly annuity payable to a Participant who stops working for a Participating Employer between ages 55 and 65 and has enough years of service to qualify for a benefit.
<b>ERISA</b>	The Employee Retirement Income Security Act of 1974, a Federal law which governs the rights of Participants under covered health, welfare and pension plans.
<b>Fund</b>	The Fund is the UNITE HERE Retirement Fund.
<b>Future Service</b>	The number of years you have been working for a Participating Employer while that employer was contributing to the Plan on your behalf that is used to calculate the amount of your pension benefit. A Participant needs to complete at least 1,600 Hours of Service in a calendar year to qualify for a full year of Future Service. Partial years of Future Service may be earned if a Participant completes at least 500 Hours of Service.
<b>Hour of Service</b>	An hour for which you actually work and any hour for which you are entitled to be paid pursuant to a collective bargaining or participation agreement. An agreement may alternatively require a Participating Employer to contribute based on the number of days, weeks or months of employment. In those cases, the Plan determines your hours worked using an equivalency method of 10 hours (based on days of employment or per job), 45 hours (based on weeks of employment) or 190 hours (based on months of employment).
<b>Joint and 50% Survivor Annuity Benefit</b>	A pension payment method under which a married Participant, who has met the requirements for a pension benefit, will receive a reduced pension amount, with 50% of their monthly pension benefit payable to their Survivor Annuitant in the event that the Participant dies first. In addition, subject to your coverage under the Preferred Schedule or the Default Schedule, if you and your Survivor Annuitant die before a total of 60 monthly payments have been made from the Plan, the remainder of the 60 payments will be paid to a contingent Beneficiary.
<b>New Employer</b>	For purposes of the Pension Plan's Rehabilitation Plan only, a Participating Employer that first begins contributing to the Plan on and after January 1, 2010; <u>provided, however</u> , that a Participating Employer that purchases the assets of a former contributing Participating Employer and whose bargaining unit Participants consist of a majority of the former contributing Participating Employer's bargaining unit Participants, but did not comply with the sale of assets rules under Section 4204 of ERISA, will not be treated as a New Employer.
<b>Normal Retirement Date</b>	The date you become eligible to receive unreduced payments from the Plan. Your Normal Retirement Date is the first day of the month corresponding to or following the later of your 65th birthday or the 5th anniversary of your participation in the Plan (including participation in the Legacy Plan of the National Retirement Fund), including participation in a merged plan.
<b>Normal Retirement Pension Benefit</b>	The pension benefit available on your Normal Retirement Date, payable as a monthly annuity.
<b>Participant</b>	A Participant means (i) a person who is actively working for a Participating Employer and has met the participation requirements under the Plan, (ii) a person who is no longer working for a Participating Employer but is Vested in Plan benefits, or (iii) a person who is not yet Vested in Plan benefits but who has not incurred a permanent Break in Service.

<b>Participating Employer</b>	Any employer having a collective bargaining agreement or participation agreement under which the employer agrees to make contributions to the Legacy Plan of the UNITE HERE Retirement Fund on behalf of its employees covered by that agreement.
<b>Past Service</b>	Past Service is service that you had with a Participating Employer before that employer became obligated to make contributions to the Fund.
<b>PBGC or Pension Benefit Guaranty Corporation</b>	The Pension Benefit Guaranty Corporation ("PBGC") is a federal corporation created by ERISA. It protects the pensions of workers and retirees in qualified defined benefit pension plans.
<b>Plan or Pension Plan</b>	The Legacy Plan of the UNITE HERE Retirement Fund.
<b>Plan Administrator</b>	The person designated by the Trustees to administer the Plan.
<b>Pre-Retirement Survivor Annuity Benefit</b>	A pension payment method under which the Spouse of a married Participant who has met the requirements for a pension benefit, but dies prior to retirement, will receive survivor benefits.
<b>QDRO or Qualified Domestic Relations Order</b>	A Qualified Domestic Relations Order ("QDRO") is an order granted by a court to divide the pension benefits of a Participant who is required under his/her divorce decree to share the pension benefits earned during the marriage of the Participant with his or her former Spouse.
<b>Reciprocal Service</b>	Service for a Participating Employer in another fund that will be recognized by this Fund for purposes of eligibility for retirement benefits (but not for benefit calculation purposes or benefit amount).
<b>Single Life Annuity</b>	A Single Life Annuity is the payment form that provides you with monthly payments for your lifetime with a guarantee that, subject to your coverage under the Preferred Schedule or the Default Schedule, if you die before 60 monthly payments have been made to you, the remainder of the 60 payments will be paid to your Beneficiary. The Single Life Annuity form pays you the highest monthly payment of all the payment options available under the Plan.
<b>Spouse</b>	A Spouse is the person to whom a Participant is legally married at retirement. In addition, a former Spouse will be treated as a Participant's Spouse to the extent provided under a QDRO.
<b>Straight Time Hours</b>	If a Participating Employer's collective bargaining or participation agreement limits contributions to regular hours, these hours are referred to as Straight Time Hours.
<b>Survivor Annuitant</b>	The Spouse who is entitled automatically to receive 50% (or 75% if elected) of a Participant's monthly pension benefit, unless he/she waives that right in a written and notarized statement.
<b>Trustees</b>	The Trustees are the members of the Board of Trustees of the Fund as appointed under the Fund's Agreement and Declaration of Trust.
<b>Union</b>	UNITE HERE

<b>Vested</b>	A Participant becomes Vested after the Participant has met the Plan's requirements to receive a monthly pension benefit at retirement. Once a Participant is Vested (5 years of Vesting Service, including the years of service earned in the Legacy Plan of the National Retirement Fund), he or she has a right to receive a pension benefit.
<b>Vesting Service</b>	Years of employment used in calculating if a Participant is entitled to a pension benefit. You are credited with one full year of Vesting Service if you complete at least 800 Hours of Service in Covered Employment in a calendar year (750 hours if Straight Time Hours are reported). Partial years of Vesting Service may be credited if a Participant completes at least 500 Hours of Service.

## SECTION 12. - MORE FACTS ABOUT THE PLAN

<b>Name of Plan</b>	The Legacy Plan of the UNITE HERE Retirement Fund
<b>Type of Plan</b>	The Plan is a defined benefit pension plan.
<b>Plan Number</b>	001
<b>Plan EIN</b>	82-0994119
<b>Plan Year</b>	January 1 – December 31
<b>Plan Funding</b>	<p>The Plan is funded through contributions from Participating Employers pursuant to collective bargaining agreements and participation agreements, and otherwise required under the Rehabilitation Plan. The benefits are insured by the Pension Benefit Guaranty Corporation.</p> <p>All income of the Plan is used for the payment of benefits to Plan Participants and their Beneficiaries, charges for professional services rendered, such as accounting, actuarial, legal, investment charges and payment of expenses necessary to operate the administrative office. The balance is held in the Trust for the Plan for investment by the investment managers.</p>
<b>Plan Sponsor</b>	<p>Board of Trustees of the UNITE HERE Retirement Fund</p> <p>The Trustees, who serve without pay, are responsible for the management of all business affairs of the Pension Plan, including the receipt and disbursement of all money. The Plan has retained an investment advisor to assist the Trustees in selecting and monitoring the investment managers.</p>
<b>Contributing Employers</b>	Each Participating Employer makes contributions to the Plan pursuant to a collectively bargained agreement or participation agreement. A copy of your agreement is available by submitting a written request to the Plan Administrator. A complete list of the employers contributing to this Plan, including addresses and IRS-assigned employer identification numbers is available to you or your Beneficiary by submitting a written request to the Plan Administrator.
<b>Annual Reports</b>	Descriptions and annuals reports of the Plan are filed by the Plan with Secretary of Labor in Washington, D.C. The Plan files annual reports with the Internal Revenue Service. Copies of the reports are available upon request. A summary of the financial report is furnished annually to each Participant. Participants have the right to request and receive copies of any periodic actuarial report, any quarterly, semi-annual or annual financial report and a copy of any application filed with the Secretary of the Treasury requesting an extension of the amortization period for any unfunded liability.
<b>Agent for Service of Legal Process on the Plan</b>	Legal papers should be served on Ms. Karen Bourget at an address shown below for the Plan Administrator. Legal action may also be served on the Plan Trustees.

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**Plan Administrator  
and Named Fiduciary**

Alicare, Inc.  
6 Blackstone Valley Place, Suite 302  
Lincoln, RI 02865  
(401) 334-4155  
(800) 452-4155

Amalgamated Life Insurance Company, pursuant to a sub-contracting agreement with Alicare, Inc., provides certain administrative services to the Plan.

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**Trustees**

The Address for all Trustees is c/o Alicare, Inc., 6 Blackstone Valley Place, Suite 302, Lincoln, RI 02865

The Trustees are:

John Wilhelm	Gregory R. Talbot
Janice Loux	Paul Ades
Bob McDevitt	Rick Ellis
Warren Pepicelli	Frank Muscolina

**LEGACY PLAN  
OF THE  
UNITE HERE RETIREMENT FUND**

**SUMMARY OF MATERIAL MODIFICATION**

*(Please keep this insert with your Legacy Plan  
Summary Plan Description)*

***Mandatory Lump-Sum Payment for Benefits Valued at \$1,000 or Less***

Effective as of January 1, 2020, the following change to the Legacy Plan has been made and the following paragraph is added to Section 5 of your Legacy Plan Summary Plan Description (The Different Pension Options), just after the “Small Lump Sum Payment” provision:

Pension benefits will be paid to a Participant, Surviving Spouse or Domestic Partner in a lump sum if the pension benefit is small enough that the value of all benefits under the Plan that are expected to be paid over that person’s lifetime is \$1,000 or less, provided that: a) the Participant has not worked in Covered Employment for three (3) full Plan Years; and b) if the Participant is vested in the Adjustable Plan of the UNITE HERE Retirement Fund, the vested benefit in that Plan is also valued at \$1,000 or less.

*Should you have any questions with respect to this revision, please contact  
the Fund Office.*

*Issued April, 2020*