

# DISTRICT COUNCIL 82 PAINTING INDUSTRY PENSION PLAN

## SUMMARY PLAN DESCRIPTION

Revised May 2017

**This Summary Plan Description describes, in chronological order, your involvement in the Plan.** It follows the steps from beginning participation in the Plan all the way through death. For example, this section of the booklet describes how the Plan operates and who is responsible for its administration. The next section details how an individual becomes entitled to participate in the Plan. The section following that describes how contributions are made on your behalf, and how those contributions are converted to the benefits you receive from the Plan.

**Save this Summary Plan Description with your important papers.** Tell your family, particularly your spouse, about this booklet and your participation in the Plan. If you lose your copy of the booklet, you may obtain another one from the Plan Administrator.

**IF YOU MOVE, PLEASE NOTIFY THE PLAN ADMINISTRATOR OF YOUR CHANGE OF ADDRESS.** Since most Plan information is provided to you by mail, the Administrator must have a current address to assure that you receive updates and notices that may affect your benefits.

The Board of Trustees of the newly named District Council 82 Painting Industry Pension Plan is excited to provide participants and beneficiaries with this updated Summary Plan Description.

## **DC 82 Plan History**

The District Council 82 Painting Industry Pension Plan (the “DC 82 Plan”) begins its formal existence under that name on May 1, 2017. The DC 82 Plan results from the combination of two prior Plans, the Minneapolis Painting Industry Pension Plan (the “Minneapolis Plan”) and the St. Paul Painting Industry Pension Plan (the “St. Paul Plan”).

Effective May 1, 2017, the Minneapolis Plan merged into and became part of the St. Paul Plan. At that time, the St. Paul Plan was renamed and will be referred to moving forward as the District Council 82 Painting Industry Pension Plan.

The merger was completed following several years of analysis and negotiations between the Trustees of the Minneapolis and St. Paul Plans, and with the assistance of various professionals who regularly advise those Plans. The Trustees concluded that the combined plan would be financially stronger and would experience certain cost savings compared to two separate plans.

## **Plan Trustees**

The Plan operates under the guidance of several federal laws, including the Internal Revenue Code and the Employee Retirement Income Security Act of 1974 (ERISA). A Board of Trustees comprised of equal numbers of trustees designated by the Union and by contributing employers is charged with the duty of operating the Plan in compliance with those laws, and solely for the benefit of Plan participants and their beneficiaries. To assist with these responsibilities, the Trustees hire various professionals, including a third-party Plan Administrator, a Plan Actuary, a Plan Auditor, various investment managers, and an attorney. The Trustees are identified below:

**Board of Trustees**  
(as of May 2017)

**Union Trustees**

Mr. Terry Nelson (Secretary)  
District Council #82  
3205 Country Drive  
Little Canada, MN 55117

Mr. Mark Christianson  
District Council #82  
3205 Country Drive  
Little Canada, MN 55117

Mr. Alan Hanson  
District Council #82  
3205 Country Drive  
Little Canada, MN 55117

Mr. Jeff Jewett  
District Council #82  
3205 Country Drive  
Little Canada, MN 55117

Mr. Craig Peck (Alternate)  
District Council #82  
3205 Country Drive  
Little Canada, MN 55117

Mr. Jordan Fry (Alternate)  
District Council #82  
3205 Country Drive  
Little Canada, MN 55117

Mr. Timothy Andrew (Alternate)  
Andrew & Bransky, P.A.  
302 West Superior Street, Suite 300  
Duluth, MN 55802

**Employer Trustees**

Mr. Clark Anderson (Chairman)  
Swanson & Youngdale, Inc.  
6565 West 23<sup>rd</sup> Street, Box 26070  
St. Louis Park, MN 55426

Mr. David Anderson  
Box 92  
Wayzata, MN 55391

Mr. Paul Haagenson  
Rainbow, Inc.  
7324 - 36th Avenue North  
New Hope, MN 55427

Ms. Kelli Peifer  
Sunrise Painting & Wallcovering, Inc.  
805 Tower Drive  
Medina, MN 55340

Mr. Gary Larson (Alternate)  
3085 Jamestown Road  
Long Lake, MN 55356

Mr. William Grimm (Alternate)  
MN Painting and Wallcovering Employers  
Assn  
1270 Northland Drive, Suite 150  
Mendota Heights, MN 55120

**Trustee Authority**

The Board of Trustees has full authority to increase, reduce, or eliminate benefits. The Board may change the eligibility rules or other provisions of the Plan at any time. The right to change or eliminate benefits is a right specifically reserved to the Trustees. However, the Board may not reduce any benefit already earned under the Plan unless that reduction is permitted by the Internal Revenue Code, or if such reduction is required or specifically allowed under the Pension Protection Act of 2006. Notice of any changes will be sent to each known participant's last known address within the time required by applicable regulations. Nevertheless, changes may take effect before you are notified of a change. Therefore, this booklet may not accurately describe benefits to which you may be entitled.

## **Interpretation of This Booklet**

Only the full Board of Trustees has authority to interpret the benefits described in this booklet. Their interpretation will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it will be upheld unless it is determined by the court to be arbitrary or capricious. No employer or union, nor any representative of any employer or union, in such capacity, is authorized to interpret the Plan, nor can any such person act as agent of the Trustees. If you would like any information regarding this Plan, the information must be communicated to you in writing, signed on behalf of the full Board of Trustees, either by the Trustees or by the Plan Administrator.

## TABLE OF CONTENTS

INTRODUCTION .....	1
SPECIAL NOTICE TO PARTICIPANTS.....	3
REGARDING BENEFITS EARNED PRIOR TO MAY 1, 2017 .....	3
PLAN PARTICIPATION .....	5
YOUR SERVICE UNDER THE PLAN .....	5
NORMAL RETIREMENT PENSION.....	9
EARLY RETIREMENT PENSION .....	12
DISABILITY RETIREMENT PENSION.....	14
DEFERRED VESTED PENSION .....	16
SURVIVOR PROTECTION.....	17
OPTIONAL FORMS OF BENEFITS.....	19
SUSPENSION OF BENEFITS .....	22
QUALIFIED DOMESTIC RELATIONS ORDER.....	26
OTHER IMPORTANT INFORMATION ABOUT YOUR PLAN .....	27
YOUR RIGHTS UNDER ERISA.....	29
PLAN INFORMATION.....	31

## INTRODUCTION

This section of the booklet provides a brief history of the Minneapolis and St. Paul Plans, identifies those individuals and companies who are responsible for the operation of the current Plan, and describes the documents that impact how the Plan functions.

This section is only an introduction. You should look at this entire booklet to find any information you need regarding the Plan. If you cannot find that information here, you should call the Plan Administrator at (952) 854-0795, or toll-free at 1-800 535-6373.

### The Minneapolis and St. Paul Plans' History

Both the Minneapolis and St. Paul Plans were established in 1970 as the result of collective bargaining. The St. Paul Plan resulted from negotiations between the predecessors of the Minnesota Painting and Wallcovering Employers Association (the "Association") and Local Union No. 61 of the International Union of Painters and Allied Trades District Council No. 82 ("Local 61"). The Minneapolis Plan resulted from negotiations between the predecessor organizations of the Association and Local Union No. 386 of the International Union of Painters and Allied Trades District Council No. 82 ("Local 386").

Pursuant to the recent merger of those Plans, the DC 82 Plan continues to exist and is funded by contributions made under current collective bargaining agreements between the Association and District Council No. 82 of the International Union of Painters and Allied Trades (the "Union" or "DC 82").

### Plan Documentation

The Plan is administered in accordance with three primary documents. These documents, in addition to various administrative forms and policies and applicable federal laws and regulations, guide the Board of Trustees and the Plan Professionals in the operation of the Plan. As described in the section entitled ***Your Rights Under ERISA***, you have the right to examine these and other important documents free of charge at the office of the Plan Administrator, or can have them sent to you by requesting them in writing from the Plan Administrator and paying a nominal copying charge.

The three primary documents are:

Plan Document – This document contains a detailed description of the Plan, the rules to be used when determining eligibility for benefits, the amount of those benefits, and the methods by which those benefits will be paid.

The Plan Document is the formal legal document containing the rules under which the DC 82 Plan operates. Its effective date is May 1, 2017. Both the Minneapolis and St. Paul Plans also maintained Plan Documents prior to the merger. Those Plan

Documents provided the rules under which benefits were earned and paid prior to May 1, 2017, and will still apply in certain cases relating to the operation of the Plans prior to the merger.

Summary Plan Description - This booklet is the Summary Plan Description or “SPD”. As its name suggests, this document is intended to provide only a summary of the important plan provisions. While the Trustees believe the SPD fairly describes the Plan rules, it cannot describe every detail contained in the Plan Document. Therefore, if there is an inconsistency between the SPD and the Plan Document, the Plan Document will take precedent over the SPD.

This Summary Plan Description describes the DC 82 Plan as it exists on May 1, 2017.

The SPD is updated from time to time to reflect plan amendments adopted by the Board of Trustees. These updates are mailed to you at the last address you provided to the Plan Administrator. Be sure to provide a change of address to the Plan Administrator each time you move.

Trust Agreement – The Trust Agreement formally established the trust fund in which all Plan assets are held. The Trust Agreement describes the obligations and authority of the Board of Trustees to operate the Plan and to hold and manage plan assets.

## **Plan Professionals**

As of October 1, 2017, the professional advisors who assist the Board of Trustees are:

<u>Third-Party Administrator:</u>	Wilson-McShane Corporation 3001 Metro Drive, Suite 500 Bloomington, MN 55425 (952) 854-0795 Toll-free 1-800-535-6373
<u>Plan Actuary:</u>	The McKeogh Company 200 Barr Harbor Drive 4 Tower Bridge, Suite 225 West Conshohocken, PA 19428
<u>Plan Auditor:</u>	Legacy Professionals LLP 6800 France Avenue South, Suite 550 Minneapolis, MN 55435
<u>Plan Attorney:</u>	McGrann Shea Carnival Straughn & Lamb, Chartered 800 Nicollet Mall, Suite 2600 Minneapolis, MN 55402

## SPECIAL NOTICE TO PARTICIPANTS

Many participants in this DC 82 Plan were also participants in either the Minneapolis or St. Paul Plans prior to the date that they merged, May 1, 2017. Those participants earned benefits under the Plan rules that were in effect for those predecessor plans. This section describes how those participants can determine the benefits they have earned both before and after the merger, and the rules relating to the payment of those benefits.

### REGARDING BENEFITS EARNED PRIOR TO MAY 1, 2017

#### **Pre-Merger Participants in the St. Paul Painting Industry Pension Plan**

If you were a Participant and earned benefits in the St. Paul Painting Industry Pension Plan prior to May 1, 2017, all rules regarding your benefits and when you may receive them are set forth in the main portion of this summary plan description. Appendix A will not apply to you. This portion of the document describes the rules impacting your benefits both before and after the merger.

#### **Pre-Merger Participants in the Minneapolis Painting Industry Pension Plan**

If you were a Participant and earned benefits in the Minneapolis Painting Industry Pension Plan prior to May 1, 2017, the rules regarding your benefits and when you may receive them are set forth in two different sections of this document.

##### Benefits earned prior to May 1, 2017

Unless specifically noted in this main portion of this document, the benefits you earned in the Minneapolis Plan prior to the merger on May 1, 2017 are described in Appendix A to this summary plan description.

##### Benefits earned after April 30, 2017

The benefits you earn in the DC 82 Plan following the merger on May 1, 2017 are described in the main portion of this document.

The total benefits you have earned is the sum of these two amounts.



## **Individuals Who First Became Participants in the District Council 82 Plan**

If you first became a participant in the District Council 82 Painting Industry Pension Plan due to work performed on or after May 1, 2017, all rules regarding your benefits and when you may receive them are set forth in the main portion of this summary plan description. Appendix A will not apply to you.

## **PLAN PARTICIPATION**

You first become eligible to participate in this Plan when you work under a collective bargaining agreement that requires your employer to contribute to the Plan on your behalf. You are also eligible if you are an officer or employee of the Union and the Union agrees to make contributions to the Plan on your behalf.

Your employer is required to submit contributions to the Plan each month for the hours you worked in the prior month. For example, if you worked 150 hours in March, your employer has an obligation under the bargaining agreement to contribute 150 hours of contributions on your behalf in April. If you believe that your employer failed to make all contributions due on your behalf, please contact the Plan Administrator at (952) 854-0795, or toll-free 1-800-535-6373.

The money contributed on behalf of all participants is held in a trust fund and is professionally invested by several investment managers. These Plan assets pay for the benefits earned by participants and for the reasonable and necessary administrative costs of operating the Plan.

## **YOUR SERVICE UNDER THE PLAN**

Your service under the plan is the sum of your past service and future service as described below. Service is used to determine your vested status in the Plan and to calculate the benefits you are entitled to receive.

### **Past Service (Service Prior to January 1, 1970)**

For employment prior to 1970, you are entitled to one year of past service for each calendar year from 1960 to 1969 in which 560 hours of contributions were made into the St. Paul Painting Industry Welfare or Vacation Funds. Or, you may receive a year of past service for each 560 hours credited to the welfare and vacation funds during this period, provided you had some service in each of the years for which credit is given. For example, if you had at least 5,600 hours (560 x 10 years) credited to the welfare and vacation funds from 1960 through 1969, and had worked at some time during each of the 10 years, you would get credit for 10 years of past service, even if you had not worked at least 560 hours in one or more of the 10 years. You can receive credit for a maximum of 10 years of past service.

### **Future Service (Service After January 1, 1970)**

#### 1970 through 1975

Future service is the period of service beginning January 1, 1970 during which you earn employer contributions to the Plan. For each calendar year from January 1, 1970 to December 31, 1975, you are credited with a year of future service if such year falls in a period of two consecutive calendar years in which you earned at least 1,120 hours of employer contributions.

#### 1976 through 1999

From 1976 through 1999 you were credited with a year of future service for each year in which you earned employer contributions of at least 500 hours.

2000 through the present

From January 1, 2000 to the present, you are credited with a year of future service for each year in which you earned at least 1,000 hours of employer contributions.

The following special transitional future service rules apply to all former participants in the Minneapolis Painting Industry Pension Plan who became participants in this DC 82 Plan due to the May 1, 2017 merger.

Those participants will be subject to the Service rules in the Minneapolis Plan through October 31, 2016.

In the period November 1, 2016 through December 31, 2017, future service will be calculated by considering hours of employer contributions earned in each month under the Minneapolis Plan and the DC 82 Plan. A participant will be credited with a year of future service in each of the following twelve-month periods in which he or she earns 1,000 or more hours of employer contributions:

- November 1, 2016 through October 31, 2017
- January 1, 2017 through December 31, 2017

In all periods commencing on or after January 1, 2018, the future service rule for the period 2000 through the present will then apply.

**Break in Service Rules**

1970 through 1975

If during any 2 consecutive years during this period you did not earn 1,120 hours of contributions, you had a break in service and all prior past and future service credits were canceled, unless you had reached age 55 and completed 10 years of service.

1976 through 1986

For any calendar year during this period, you incur a break in service when the number of consecutive calendar years during which you fail to earn at least 500 hours of contributions equals or exceeds your previously earned future service credits. However, if you had already qualified for a retirement benefit under the Plan by this time, the break in service would not occur.

1987 through the present

While the requirement to earn a year of future service changed in 2000, the Plan's break in service rules have remained constant since 1987. For years beginning on or after January 1, 1987, if you are not yet vested, you will incur a break in service if you earn less than 500 hours

of contributions in a calendar year. This will become a permanent break in service if your consecutive years of break in service equal or exceed the greater of 5 or the number of years of your previous future service credits.

For example, if you worked more than 500 hours in each year from 1993 through 1996, you earned four years of service. Assume you then left work in the trade for a period of five years, from 1997 through the end of 2001. You would have suffered a permanent break in service because of your time away from the trade.

There are certain periods when you are not working that will not cause you to suffer a break in service. These include:

- Periods of qualifying military service, provided you meet certain requirements described in the following section.
- Certain periods of illness or injury, as determined by the Board of Trustees.
- Periods of leave from employment for pregnancy and parental leaves. The Plan may credit up to 501 hours of service for such leaves. These hours are credited for benefit eligibility and vesting purposes, but not for purposes of computing benefits.

The following special transitional break in service rules apply to all former participants in the Minneapolis Painting Industry Pension Plan who became participants in this DC 82 Plan due to the May 1, 2017 merger.

Those participants will be subject to the break in service rules in the Minneapolis Plan through October 31, 2016.

In the period November 1, 2016 through December 31, 2017, breaks in service will be calculated by considering hours of employer contributions earned in each month under the Minneapolis Plan and the DC 82 Plan. A participant will avoid a break in service year if the participant earns 500 or more hours of employer contributions in either:

- November 1, 2016 through October 31, 2017
- January 1, 2017 through December 31, 2017

In all periods commencing on or after January 1, 2018, the break in service rule for the period 1987 through the present will then apply.

### Military Service

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you are entitled to accrue Plan benefits for periods of military service of less than five (5) years. ***If you will be entering military service, you must notify both your employer and the Plan in writing on a form available at the Plan Administrator.***

When you return from military service and are going to return to employment, you must notify the Plan. *To receive credit for Plan benefits for the period you were in the military*, you must return to work for a contributing employer within certain time limits:

- If your military duty was 31 days or less, you must return to work by the next work day after discharge (with an 8-hour rest period);
- If your military duty was more than 31 days but less than 181 days, you must return to work within 14 days of discharge; or
- If your military duty was longer than 180 days, you have 90 days to return to work after discharge.

Upon return, you must also furnish the Plan with copies of your discharge papers showing the date of induction, date of discharge or termination of duty, and whether the discharge was honorable or not. You must provide those papers within 14 days after returning to work. If you did not receive an honorable discharge, you will not be entitled to Plan credit for the period of your military service.

The Plan uses a twelve-calendar month look-back period to determine how many hours of service you will be credited for military service. When you timely return to work after being discharged, the Plan will determine the monthly average number of hours you worked during the last twelve months before your military leave. If you were on military leave for less than twelve months, the Plan will use the average hours you worked for that lesser number of months. Contributions will be credited at the rate set forth in the applicable bargaining agreement in effect during your leave.

## NORMAL RETIREMENT PENSION

### Normal Retirement Age

You are eligible to receive a normal retirement pension provided you reach Normal Retirement Age as defined by the Plan. The Plan's definition has changed a few times during its existence.

#### For benefits earned on or after May 1, 2017:

Normal Retirement Age is the later of the time you reach age 65 or, if later, the fifth anniversary of the date you began participating in the Plan (excluding participation occurring prior to any permanent break in service).

#### For benefits earned prior to May 1, 2017:

Normal Retirement Age will depend on the date you last earned an hour of service, as set forth below:

#### *For Participants who earned at least one hour of service after August 31, 1998*

Normal Retirement Age will generally be the time when you reach age 62 and have at least five years of Continuous Service. If you have less than five years of service, Normal Retirement Age is the later of the time you reach age 65 or the fifth anniversary of the date you began participating in the Plan (excluding participation occurring prior to any permanent break in service).

#### *For Participants who failed to earn at least one hour of service after August 31, 1998*

Normal Retirement Age will generally be the time when you reach age 62 and have at least seven years of Continuous Service. If you have less than seven years of service, Normal Retirement Age is the later of the time you reach age 65 or the fifth anniversary of the date you began participating in the Plan (excluding participation occurring prior to any permanent break in service).

### Calculation of Normal Retirement Pension

Your monthly normal retirement pension is first calculated on a single-life basis. This means that the calculation assumes the benefit payments will last from the time you retire until the time you die. If you are married, though, further calculations are then needed to determine the monthly benefit you and your spouse will receive (see the section entitled **Survivor Protection** below for other benefit payment options).

On a single-life basis, the monthly normal retirement pension is equal to the sum of your past service credit and future service credit, as follows:

- **Past Service Credit** - (for service prior to January 1, 1970)

\$6.00 per month x years of past service (not more than 10 years)

- **Future Service Credit** - (for service on and after January 1, 1970)

Future Service Credit will be equal to the following percentages of contributions made on a participant's behalf, based on age at retirement.

For contributions for work prior to January 1, 2004:

<b>Retirement Age</b>	<b>Future Service Multiplier</b>
62	3.7%
63	3.8%
64	3.9%
65 and older	4.0%

For contributions for work after December 31, 2003 and before January 1, 2014\*:

<b>Retirement Age</b>	<b>Future Service Multiplier</b>
62	2.2%
63	2.4%
64	2.7%
65 and older	3.0%

\* For hours worked in 2013, 13.42% of the hourly contribution rate in effect on September 1, 2012 was dedicated to improving the Plan's funding. For example, if the hourly contribution rate were \$7.45, the first \$1.00 (13.42% of \$7.45) of that contribution was not used when determining your benefit earned during that period. Thus, under this example, the benefit would have been determined using \$6.45 of contribution for each hour.

For contributions for work after December 31, 2013 and before May 1, 2017:

<b>Retirement Age</b>	<b>Future Service Multiplier</b>
62	1.61%
63	1.76%
65	1.98%
65 and older	2.20%

For contributions for work on and after May 1, 2017\*\*:

<b>Retirement Age</b>	<b>Future Service Multiplier</b>
65 and older	2.20%

\*\* For hours worked on and after May 1, 2017, a portion of the hourly contribution amount has been dedicated to improving the Plan's funding. Thus, hourly contributions are reduced before calculating a participant's normal retirement pension. The amount of the reduction per hour is:

- \$0.89 per hour for Participants in the St. Paul Painting Industry Pension Plan as of April 30, 2017
- \$2.99 per hour for Participants in the Minneapolis Painting Industry Pension Plan as of April 30, 2017
- \$2.99 per hour for all other Participants

The amount of this reduction is subject to change in the future

### Example - Normal Retirement Pension Calculation

For example, assume you retire at the age of 62 on January 1, 2016 and apply for a Normal Retirement Benefit. In your career, your employers contributed \$70,000 on your behalf between January 1, 1970 and December 31, 2003; \$35,000 for work performed after December 31, 2003 up to December 31, 2012; and \$7,450 for 1,000 hours from January 1, 2013 through December 31, 2013, and finally, \$14,900 for 2,000 additional hours during 2014 and 2015. Note that for the contributions made January 1, 2013 through December 31, 2013, you are credited with \$6,450 for 1,000 hours worked ( $\$6.45 \times 1,000 \text{ hours} = \$6,450$ ) with the remaining \$1.00 of the contribution rate of \$7.45 going to improve the Plan's funding.

Because of the above work history, your Normal Retirement Benefit would be calculated as follows:

#### Future Service Credit

$\$70,000 \times 3.7\%$ (for work prior to 1/1/04)	\$2,590.00
$\$35,000 \times 2.2\%$ (for work after 12/31/03 up and through December 31, 2012)	\$770.00
$\$6,450 \times 2.2\%$ (for work in 2013)	\$141.90
$\$14,900 \times 1.61\%$ (for work in 2014 and 2015)	<u>\$239.89</u>
<b>Monthly Normal Retirement Pension</b>	<b>\$3,741.79</b>

The above is an illustrative example of how your monthly pension would be paid. Your specific calculation will depend upon the amount of your contributions, when they were contributed and your applicable hourly contribution rate.



## EARLY RETIREMENT PENSION

### Early Retirement Age

You qualify for an early retirement pension if you retire after age 55 and have at least 7 years of service.

### Calculation of Early Retirement Pension

Your monthly early retirement pension is equal to the sum of your past service credit times the number of your years of past service, plus your future service multiplier times the contributions which were made on your behalf. (Note that the contributions used to calculate future service credit are subject to the same reductions described in the prior section entitled "Calculation of Normal Retirement Pension").

The amount of the past service credit is based on your age at early retirement in accordance with the following schedule:

Retirement Age	Past Service Credit
55	\$3.60
56	\$4.00
57	\$4.40
58	\$4.80
59	\$5.20
60	\$5.60
61	\$5.80
62	\$6.00
63	\$6.00
64	\$6.00

The amount of the future service credit is based on your age at early retirement in accordance with the following schedule:

Retirement Age	Future Service for Hours Worked before 1/1/2004	Future Service for Hours Worked after 12/31/2003 and before 1/1/2014	Future Service for Hours Worked after 12/31/13 and before 5/1/2017	Future Service for Hours Worked on and after 5/1/2017 <sup>#</sup>
55	2.0%	1.1%	.81%	.81%
56	2.3%	1.2%	.88%	.88%
57	2.6%	1.3%	.95%	.95%
58	2.9%	1.4%	1.03%	1.03%
59	3.2%	1.6%	1.17%	1.17%
60	3.5%	1.8%	1.32%	1.32%
61	3.6%	2.0%	1.47%	1.47%
62				1.61%
63				1.76%
64				1.98%

# For benefits based on hours worked on and after May 1, 2017, the applicable percentages in the table above are to be interpolated based on the participant's age, expressed in completed years and completed months, at the pension effective date.

**Example - Early Retirement Pension Calculation**

For example, assume you retire at the age of 57 on January 1, 2016. In your career, employers contributed \$50,000 on your behalf between January 1, 1970 and December 31, 2003; \$25,000 for work performed between January 1, 2004 and December 31, 2012; \$7,450 for 1,000 hours from January 1, 2013 through December 31, 2013, and finally, \$14,900 for 2,000 additional hours during 2014 and 2015. Note that for the contributions made January 1, 2013 through December 31, 2013, you are credited with \$6,450 for 1,000 hours worked (\$6.45 x 1,000 hours = \$6,450) with the remaining \$1.00 of the contribution rate of \$7.45 going to improve the Plan's funding.

Using this work history, your Early Retirement Pension would be calculated as follows:

<b>Future Service Credit</b>		
(for work prior to 1/1/04)	\$50,000 x 2.6%	\$1,300.00
(for work after 12/31/03 but before 1/1/13)	\$25,000 x 1.3%	\$325.00
(for work in 2013)	\$6,450 x 1.3%	\$132.49
(for work in 2014 and 2015)	\$14,900 x .95%	<u>\$141.50</u>

**Monthly Early Retirement Pension at age 57** **\$1,899.04**

The above is an illustrative example of how your monthly pension would be paid. Your specific calculation will depend upon the amount of your contributions, when they were contributed and your applicable hourly contribution rate.

This benefit amount is calculated on a single life basis. If you are married, the benefit is generally payable in a different form. Please see the section entitled **Survivor Protection**, below, for other benefit payment options.

## DISABILITY RETIREMENT PENSION

### For a Disability Occurring Prior to January 1, 2012

You are eligible for a disability retirement pension if your employment ends because of total and permanent disability prior to January 1, 2012, and

- During the seven (7) year period immediately preceding your disability you either (i) earned seven years of Continuous Service in the Plan, or (ii) worked continuously during that time in a position for the betterment of the organized painting and decorating industry, and within the geographic jurisdiction of District Council 82, or (iii) a combination of (i) and (ii) above, and
- You are entitled to receive Social Security disability payments.

OR:

- During the fifteen (15) year period immediately preceding your disability you (i) engaged in covered employment and earned fourteen (14) years of continuous service, and (ii) you engaged continuously in covered employment during the three (3) years immediately preceding your disability, and
- You are entitled to receive Social Security disability payments.

The amount of the monthly disability pension is computed in the same manner as a Normal Retirement Pension at age 62. Payments are not reduced because they start earlier than your normal retirement date. Disability pensions are not payable as a lump sum benefit.

### For a Disability Occurring After December 31, 2011 and before May 1, 2017

You are eligible for a disability retirement pension if your employment ends because of total and permanent disability on or after January 1, 2012, and

- You have earned seven (7) years of Continuous Service in the Plan, and
- You were continuously engaged in covered employment during the three (3) years immediately preceding your disability and, thus, earned three (3) years of Continuous Service during that period, and
- You are entitled to receive Social Security disability payments.

The amount of the monthly disability pension is computed in the same manner as an Early Retirement Pension for your age at the time of your disability. If you are less than age 55 at the time of your disability, your disability retirement pension will be computed as if you were age 55 at the time of your disability. Disability pensions are not payable as a lump sum benefit. Married participants will be allowed to elect to receive these benefit payments in the form of a 50% Joint and Survivor Annuity.

## For Disability Benefit Payments Beginning on or After May 1, 2017

The rules noted through the remainder of this section apply to all participants in the Plan. They apply to all benefits earned by those participants, even the benefits that former participants in the Minneapolis Painting Industry Pension Plan earned under that Plan prior to the May 1, 2017 merger into this Plan.

You are eligible for a disability retirement pension beginning on or after May 1, 2017 if your employment ends because of total and permanent disability, and

- You have earned seven (7) years of Continuous Service in the Plan, and
- You were continuously engaged in covered employment during the three (3) years immediately preceding your disability and, thus, earned three (3) years of Continuous Service during that period, and
- You are entitled to receive Social Security disability payments.

The amount of the monthly disability pension is computed in the same manner as an Early Retirement Pension for your age at the time of your disability. If you are less than age 55 at the time of your disability, your disability retirement pension will be computed as if you were age 55 at the time of your disability.

Disability pensions are not payable as a lump sum benefit. Further, these benefits are only payable in the form of a “single-life” pension until the Participant reaches normal retirement age. At that time, if the Participant is married, the benefit will convert and be paid in the 50% joint and survivor pension form unless waived by the Participant and his or her spouse.

### Other Disability Retirement Pension Rules

Regardless of when your disability occurs, payments commence as of the first day of the month following receipt and approval of an application by the Trustees.

Prior to May 1, 2017, if you became disabled prior to completion of 7 years of Continuous Service and you were not subject to five-year vesting (*i.e.*, you did not earn at least one Hour of Service on or after September 1, 1998), you would be entitled to the following percentage of contributions in excess of \$2,000 made on your behalf:

<u>Years of Continuous Service</u>	<u>% of Contribution Account</u>
less than 6	50% (less \$2,000)
6	60% (less \$2,000)

*This return of contributions benefit is not payable after May 1, 2017.*

Participants who are subject to five-year vesting (*i.e.*, who have earned at least one Hour of Service on or after September 1, 1998) but who have completed only 5 or 6 years of continuous service are not entitled to receive a disability benefit under the Plan, but will be entitled to receive a retirement upon attainment of age 62.

## DEFERRED VESTED PENSION

If you leave active participation in the Plan before you are eligible to retire, but you have the required number of years of non-forfeited continuous service earned after January 1, 1970 to be vested (see chart below), you will be eligible to receive a deferred vested pension when you reach your normal or early retirement age. Your deferred vested pension is calculated like a Normal Retirement Pension, or Early Retirement Pension, whichever is applicable.

<b>Years of Non-Forfeited Continuous Service to be Vested</b>	<b>Applies to the following participants</b>
10	Participants who did not earn a Year of Service in the Plan in 1995 or later
7	Participants who earned at least one Year of Service in 1995 or later
5	Participants who earned at least one Hour of Service on or after September 1, 1998

If you leave active participation in the Plan after September 1, 1998, and you have earned at least one hour of service on or after that date, and if you have at least 5 but fewer than 7 years of non-forfeited continuous service earned after January 1, 1970, you will be eligible to receive a deferred vested pension when you reach normal retirement age. Under these circumstances, payment prior to normal retirement age will not be allowed.

## **SURVIVOR PROTECTION**

### 50% Joint and Survivor Pension

A "single-life pension" is a monthly amount payable for the retired employee's lifetime. Unless you and your spouse jointly elect otherwise, if you have been married for at least one year when you begin to receive a:

- normal retirement pension,
- early retirement pension, or
- deferred vested pension

the amount of your pension will be reduced to provide for a continuing pension to your surviving spouse after your death.

The amount of the reduction depends upon both your age and your spouse's age. This type of pension is called a "50% joint and survivor pension." Your spouse will receive 50% of the amount of your reduced monthly pension each month following your death. In the event your spouse should die before you, the amount of your monthly benefit beginning in the month following his or her death will increase or "pop-up" to the "single-life pension" amount for your remaining life.

Before your pension payments commence, you may elect to receive the single-life pension instead of the 50% joint and survivor pension. However, your spouse must consent in writing to your election of a single life pension. Your spouse's signature must be witnessed by a Plan representative or a notary public. When you are reaching retirement age, you should ask for information about these forms of payment and the financial effect on your benefit.

### Single Life Pension

The single-life pension is payable to unmarried participants, and to married participants who elect to receive their benefit payments in that form with the consent of their spouse.

For single life pensions beginning prior to May 1, 2017, a participant's beneficiaries will be eligible to receive a death benefit equal to be 100% of the contributions made on the participant's behalf, less any retirement benefits paid to the participant prior to death.

For single life pensions beginning on and after May 1, 2017, the return of contributions noted above will no longer occur. Instead, the single life pension benefit will include a sixty (60) month guarantee of payments. Under this guarantee, if the participant dies prior to receiving sixty (60) monthly payments, the participant's beneficiary (or beneficiaries) will receive the remainder of the sixty (60) payments in the same form and amount as they were payable to the participant.

### Lump Sum Death Benefit for Pre-Retirees

If you die prior to retirement and have accumulated at least 5 years of continuous service in the Plan immediately prior to your death, your beneficiary is entitled to a death benefit equal to a percentage, shown below, of all the contributions made on your account. This benefit

is not available if your surviving spouse is entitled to a joint and survivor benefit. This benefit amount is as follows:

<u>Years of Continuous Service</u>	<u>% of Contribution Account</u>
5	50%
6	60%
7 or more	100%

#### 75% Surviving Spouse Benefit - Death Before Pension Payments Commence

The rules described below apply to all participants in the Plan and to all benefits earned by those participants, except, surviving spouses of former participants in the Minneapolis Painting Industry Pension Plan will be entitled to begin receiving survivor payments on those benefits earned under the Minneapolis Plan at any time following the participant's death. Thus, on that portion of the survivor benefits, the surviving spouse will not need to wait until the participant would have reached age 55 to begin receiving that portion of the surviving spouse benefit.

Instead of the lump sum death benefit described above, a 75% surviving spouse benefit will be payable after the death of a married employee who has attained age 55 and who is eligible for either early, normal or disability retirement. This benefit is payable only if the couple was married for at least one year on the date of the employee's death. The benefit payable to a surviving spouse will be equal to the benefit the spouse would have received if the employee had retired and commenced to receive pension payments under the 75% joint and survivor pension form described above. NOTE: For deaths occurring prior to June 13, 2006 this was a 50% joint and survivor form of benefit.

A surviving spouse benefit also is payable after the death of an active or former employee who has 7 years of continuous service after January 1, 1970 and is entitled to receive a vested pension. The benefit will begin on the first of the month next following the date the employee would have reached his 55th birthday. The amount of the pension will be the amount the spouse would have received if the employee had survived to age 55, started a 75% joint and survivor pension, and then died on the next day.

Finally, a surviving spouse benefit also is payable after the death of an active or former employee who has 5 years of continuous service after January 1, 1998 and is entitled to receive a vested pension. The benefit will begin on the first of the month next following the date the employee would have reached his 62nd birthday. The amount of the pension will be the amount the spouse would have received if the employee had survived to age 62, started a 75% joint and survivor pension and then died on the next day.

#### **Rollover Option for Non-Spousal Beneficiaries**

A non-spouse beneficiary is permitted to rollover certain distributions from the Plan directly into an individual retirement account (IRA). The IRA must have been established exclusively to receive the rollover and other assets of the non-spouse beneficiary may not be mingled with the amount rolled into the IRA.

## OPTIONAL FORMS OF BENEFITS

If you file a written notice within 180 days before your retirement date, or within 180 days after the date you receive written notice of the available election, you may elect any of the following optional forms of benefit payments:

### Other Available Survivor Pensions

The following optional survivor pension rules apply to all participants in the Plan. They apply to all benefits earned by those participants, even the benefits that former participants in the Minneapolis Painting Industry Pension Plan earned under that Plan prior to the May 1, 2017 merger into this Plan.

A 100%, 75% or 66-2/3% joint and survivor pension is available for married participants. Under these options reduced payments will be made to you during your lifetime, and payments will continue to your surviving spouse upon your death based on the percentage of your reduced pension which you select. These payments will be the actuarial equivalent of your life only accrued pension.

In the event your spouse should die before you, but after you have begun receiving a benefit in one of these forms, the benefit will increase or “pop-up” to the single-life pension amount in the month following your spouse’s death, and will continue in that amount until your death.

As an example, if you are exactly age 62 at the time of your retirement, your spouse is age 59 and you are entitled to a monthly single life pension payable for your lifetime of \$1,000, the benefits payable under these options would be:

Optional Survivor Pension	<b>Lifetime Monthly Benefits</b>	
	To You	To Your Spouse After Your Death
Single life pension	\$1,000.00	\$0.00
100% joint & survivor	\$784.00	\$784.00
75% joint & survivor	\$829.00	\$621.75
66 2/3% joint & survivor	\$845.00	\$563.32

### Lump Sum Distributions for Benefits Earned Prior to January 1, 2010

If you are eligible for normal or early retirement and have earned at least the minimum required years of continuous service as of the time of your retirement, you may make a one-time election to receive a full or partial lump sum payment of benefits you earned prior to January 1, 2010, in lieu of other benefit options. If you began participation in this plan prior to January 1, 2000, the minimum required is ten (10) years of continuous service. If you began participation after December 31, 1999, the minimum required is twenty (20) years of continuous service. **For benefits earned on and after January 1, 2010, the lump sum payment option is not available, and you can only receive those benefits in one of the annuity forms of benefit available under the Plan.**



If you retire and elect a lump sum distribution of benefits you earned prior to January 1, 2010, the plan administrator first will figure your monthly pension and then will apply a lump sum conversion factor based on your age and the discount rate in effect for such year. The spouse of a married participant must consent in writing (on a form provided by the Plan Administrator) to the payment of a lump sum of more than \$1,000.

Lump sums are determined in accordance with rules published by the Internal Revenue Service. The rules specify that lump sum calculations should be based on certain life expectancy and interest (also known as “discount”) factors. The life expectancies which are used are a current table in general use by pension plans. A discount rate is used to determine the present value of the anticipated future stream of pension payments after your retirement.

The discount rate is determined based on interest rates in effect three months prior to the beginning of the Plan Year. For example, for the Plan Year beginning on September 1, 2017, the interest rate from June 2017 will be used.

The Plan Year will be changing in the future. Historically, the Plan Year has run from September 1 to the following August 31. In 2017, the Plan will operate with a short Plan Year from September 1, 2017 through December 31, 2017. Beginning in 2018, the Plan Year will run from January 1 through December 31. Under a special IRS rule, the applicable discount rate in 2018 will be the lower of the rates from June 2017 and October 2017. In 2019 and beyond, the interest rate will be the rate from October of the prior year.

**IMPORTANT POINT TO UNDERSTAND:** You should know that the discount rate has an **inverse** relationship to your anticipated benefit. As the discount rate rises, your anticipated benefit amount would decrease. As the discount rate falls, your anticipated benefit would increase. Thus, if you anticipate retiring before the beginning of a Plan Year, and you know that interest rates have fallen since the prior Plan Year, you may be better off waiting until after the new Plan Year begins to retire, thereby maximizing your anticipated benefit. Or, if interest rates have risen, it may be to your advantage to retire before the beginning of the new Plan Year.

Of course, if you are considering retiring, you should always discuss your financial situation with a professional tax adviser. Additionally, you should call the Plan Administrator at (952) 854-0795, or toll-free at 1-800 535-6373 if you have questions regarding the calculation of your benefit amount.

*Here are examples of two lump sum calculations based upon sample factors. In each example, the monthly normal retirement pension due to the participant on a single-life basis is \$1,480, and benefits earned by the participant were earned prior to January 1, 2010. Notice that the only material difference between the two examples is the age of the individual retiring.*

	Retirement at <u>age 57</u>	Retirement at <u>age 62</u>
Monthly Pension	\$1,040	\$1,480
	<u>X 12</u>	<u>X 12</u>
Annual Pension	\$12,480	\$17,760
Lump Sum Factor	<u>12.9295</u>	<u>11.7165</u>
Lump Sum Benefit Value	<b>\$161,360.16</b>	<b>\$208,085.04</b>

Note that at age 62 the conversion factor is lower than at age 57 because fewer pension payments, based on life expectancy rates, are anticipated.

These examples are for illustration purposes only. The lump sum available to you will depend upon your age, when you earned your benefits under the Plan, and the interest rates and mortality tables in effect when you decide to retire. If you would like an estimate of the benefits available under any plan options, please contact the Plan Administrator.

If you elect to receive a partial lump sum payment, your remaining accrued benefit will be paid in accordance with the optional form of payment which you select.

**Lump sum distributions are subject to an automatic 20% tax withholding.** When a lump sum distribution is made, the Plan Administrator will automatically withhold 20% of the amount distributed. That withholding will be reported to the Internal Revenue Service (along with information regarding the distribution). This withholding is like the withholding your employer makes from your wages: you get credit for this payment at the time you file your taxes each year. It does not guarantee that you will not owe additional taxes when you file your annual return.

To avoid this withholding, and to lessen the tax burden you may incur, you may wish to make a direct rollover of your pension to another qualified pension plan, IRA, or Roth IRA. The tax laws regarding withholding and rollovers are complex. ***The Board of Trustees recommends that you discuss your pension benefits with your tax adviser prior to applying for those benefits.***

## SUSPENSION OF BENEFITS

The following rules apply to all participants in the Plan. They apply to all benefits earned by those participants, even the benefits that former participants in the Minneapolis Painting Industry Pension Plan earned under that Plan prior to the May 1, 2017 merger into this Plan.

To receive monthly pension payments, you must be retired. To be considered retired, you must not work in "Disqualifying Employment."

For benefits earned prior to May 1, 2017, Disqualifying Employment means working for 40 hours or more per month in employment or self-employment:

- In an industry covered by the Plan when your pension payments began;
- In the geographic area covered by the Plan when your pension payments began; and
- In any occupation in which Plan participants work (including, but not limited to painting, decorating, paperhanging, and drywall taping and Alumni employee positions).

For benefits earned on and after May 1, 2017, if you have not yet reached normal retirement age, Disqualifying Employment also means working any amount in employment or self-employment:

- In an industry covered by the Plan when your pension payments began;
- In the geographic area covered by the Plan when your pension payments began;
- In any occupation in which Plan participants work (including, but not limited to painting, decorating, paperhanging, and drywall taping and Alumni employee positions); and
- In a position other than one covered by a currently applicable collective bargaining agreement under which Employer contributions are required to be made to this Plan.

On the other hand, Disqualifying Employment rules will not apply if you working in a position covered by a currently applicable collective bargaining agreement under which Employer contributions are required to be made to this Plan, unless you work forty (40) or more hours per month in such position.

The term "industry covered by the Plan" means the construction industry and any other industry in which participants covered by this Plan are employed when your pension payments began or would have begun, but for suspension under this section.

The "geographic area" covered by the Plan is the State of Minnesota plus the remainder of any Standard Metropolitan Statistical Area which falls partially within the state. This

definition of geographic area is subject to modification based upon the negotiation of future collective bargaining agreements.

Should your pension benefits be suspended under this rule and later resumed, the industry and geographic area covered by the Plan will be the industry and geographic area covered by the Plan when your pension resumed.

For purposes of applying the 40-hour rule, all paid hours are counted, including paid non-work hours.

There is an exception to this rule. Any work after April 1 of the year following the calendar year in which an employee reaches age 70-1/2 is not considered disqualifying employment. If you are working when you attain age 70-1/2, your benefit must be paid as of April 1 of the year following the calendar year in which you attain age 70-1/2.

Disability Pensioners may not work in any employment for wage or profit.

#### Notification Requirements

You must notify the Plan Administrator in writing within 30 days after starting work of a type that is or may be disqualifying employment, regardless of how many hours you intend to work in a month. If your pension is suspended because of disqualifying employment, you must also notify the Plan Administrator when your employment ends.

#### Suspension of Benefits

If you do not provide the required notices to the Plan Administrator, the Trustees may assume that you are working in disqualifying employment and your pension benefit will be suspended or stopped until you prove that you were not working in disqualifying employment.

If your benefits are suspended, the Plan Administrator will notify you of the reasons for the suspension and provide other information relating to suspension of benefits.

#### Appeal of Suspension

You can request a review of a decision to suspend benefits by filing a written request for review with the Plan Administrator within 180 days following the date of the notice of suspension. The request must set forth the basis of your objection to the suspension. The request for review will be processed in the same manner as an appeal of a pension denial.

#### Advance Determination

If you are retired and intend to return to work you may obtain in advance a determination from the Plan Administrator as to whether that work will be considered disqualifying employment. If you disagree with the determination, you have the right to request a review within 60 days.

#### Repayment

If you work in disqualifying employment and receive a pension, you must repay the pension amounts received during the months of disqualifying employment. The Pension Plan

will recover pension payments which were improperly received during a period of disqualifying employment, and will offset such erroneous payments against future benefit payments.

The Trustees will withhold 100% of the first monthly benefit payment due to you upon your subsequent retirement plus, if necessary, 25% of your future pension payments to recover any benefits paid to you while in disqualifying employment.

If you die prior to the Plan recovering the entire amount of such overpayments, pension payments to your surviving spouse, if any, are subject to these offset provisions.

#### Benefit Payments Following Suspension

If you work in disqualifying employment and subsequently want to retire again and resume receiving pension benefits, you must notify the Plan Administrator, in writing. While you will be entitled to receive pension payments to begin with the month following the month you ceased disqualifying employment, the actual payment may not be received until the Plan Administrator has had enough time after receiving your written request to have your pension reinstated. Your notice to the Plan Administrator to reinstate the pension should include your name, social security number, the date on which you ceased working in disqualifying employment and the date on which you want to have your pension reinstated.

If you work in disqualifying employment and earn a year of vesting service, your pension benefit will be recalculated when you retire again and will include additional pension credits earned. However, if you originally retire with an Early Retirement Pension, your recalculated pension will be actuarially adjusted to consider the benefit payments received prior to your return to disqualifying employment.

A Joint and Survivor Annuity in effect immediately prior to suspension of benefits and any other benefit following the death of the pensioner will remain effective if the pensioner's death occurs while his benefits are suspended.

A pensioner who returns to covered employment and earns additional accrual will be entitled to a new Husband-and-Wife Election, or any other optional form of benefit; provided, however, that the first election on or after age 65 will apply for all subsequent benefits earned. However, such election will apply only to those benefits earned during the pensioner's return to covered employment.

## DESIGNATION OF BENEFICIARY AND PAYMENT OF DEATH BENEFIT WITHOUT VALID BENEFICIARY DESIGNATION

The following rules apply to all participants in the Plan. They apply to all benefits earned by those participants, even the benefits that former participants in the Minneapolis Painting Industry Pension Plan earned under that Plan prior to the May 1, 2017 merger into this Plan.

Designation of Beneficiary. You can designate one or more beneficiaries or alternative beneficiaries to receive all or a specified part of the death benefit payable under the Plan. You can revoke or change this designation from time to time, although any designation, change or revocation will be effective only if executed in writing by you and delivered to the Trustees during your lifetime.

Payment of Your Death Benefit When No Valid Beneficiary Designation Exists. If you:

- Are not survived by a Qualified Spouse, or
- fail to designate a beneficiary, or
- designate a beneficiary and thereafter revoke that designation without naming another beneficiary, or
- designate one or more beneficiaries and all beneficiaries so designated fail to survive you, or
- you otherwise fail to make a valid beneficiary designation as required above,

then your death benefit will be payable to the executor, administrator or other personal representative of your probate estate.

Unless you specify otherwise, the beneficiary(ies) designated by you become fixed as of your death so that if a beneficiary survives you but dies before receiving all payments due from the Plan, any remaining payments will be payable to the representative of your beneficiary's estate.

## QUALIFIED DOMESTIC RELATIONS ORDER

Generally, your benefits in the Plan are payable only to you, your spouse, or your chosen beneficiary. In certain cases, if you divorce, the court may order that a portion or all of your benefits are payable to your ex-spouse or children (referred to as "Alternate Payees" in the court order). If the Plan Administrator determines that the order is a "qualified domestic relations order" as defined below, payments will be made to the alternate payee as required by that order.

A qualified domestic relations order, or "QDRO", is a court order granting an alternate payee the right to receive some or all of a Participant's benefits in a retirement plan such as this one. The order must satisfy each of the following requirements:

- It must contain the names and last known mailing address for the Participant and alternate payee(s).
- It must set forth the amount or percentage of the Participant's benefits that are assigned to the alternate payee(s), or describe how they are to be calculated.
- It must describe the period to which it applies, e.g., the period of the marriage.
- It must specify that it applies to this Plan.

A QDRO may not:

- Require the Plan to provide any type or form of benefits it does not otherwise provide;
- Require the Plan to pay more benefits than it would if the order did not exist; and
- Require the Plan to pay the same benefits to an alternate payee which have been assigned to another alternate payee by a prior QDRO.

If the Trustees receive such a court order, the Plan Administrator will promptly notify you and any alternate payee that the order has been received and will describe the Plan's procedures for determining whether the order is a qualified domestic relations order. You may receive a copy of those procedures, in advance and without cost, from the Plan Administrator.

The alternate payee, however, is not entitled to receive any payments until you, the Participant, are eligible to receive distributions from the Plan.

## **OTHER IMPORTANT INFORMATION ABOUT YOUR PLAN**

### **Administration**

The Plan is administered by a Board of Trustees consisting of an equal number of employer representatives and union representatives, and is operated under the terms of an Agreement and Declaration of Trust. The trustees are the “named fiduciaries” for the Plan. The trustees may adopt rules and regulations to aid them in administering the plan. The trustees make all decisions regarding the rights of any employee or beneficiary to a benefit, authorize benefit payments, resolve questions, and assure that the Plan is fair to all.

The trustees have appointed a Plan Administrator to maintain service and contribution records, process applications for pensions, and assist in the daily administration of the Plan. Names and addresses for the trustees and the Plan Administrator are listed in the beginning of this booklet.

Legal process may be served on the Plan Administrator or upon any trustee.

The Plan's administrative records are maintained on a fiscal year basis. Prior to September 1, 2017, the Plan's fiscal year ran from September 1 to the following August 31. In 2017, the Plan will operate with a short fiscal year extending from September 1, 2017 through December 31, 2017. After that, the Plan will operate with a calendar year fiscal year, running from January 1 to the following December 31, beginning in 2018.

Trust fund assets are accumulated from contributions made by employers agreeing to contribute into this fund and from investment income. The assets are maintained under a custodial agreement with Union Bank & Trust Co., N.A.

### **Applying for Your Benefits**

To collect your benefits, a complete and signed application form must be filed with the trustees. The Plan Administrator can supply all forms needed to collect your benefits, elect or reject a form of payment, or name or change your beneficiary.

It is the responsibility of the person eligible for benefits to provide the trustees with all requested information, including the most current mailing address.

### **Claims Procedure**

The Plan Administrator, under the direction of the Trustees, will determine whether a participant is entitled to a pension benefit and will notify the participant of the entitlement or denial of any benefit requested. The notice will state the reason for any denial of a claim for benefits.

If you are not satisfied with the decision of the Plan Administrator, you may request a review by the Trustees filing a written appeal with the Plan Administrator, giving your reasons for the request. You must make this request within 60 days of the time you received the Administrator's decision (or 180 days if related to disability pension benefits or an appeal from a decision to suspend benefit payments due to disqualifying employment). You may ask to see



any documents that concern your case. You will be notified of the final decision by the trustees on a timely basis following their review. The decision shall be in writing in a clear and understandable manner, and shall give the specific reasons for the decision and include the pertinent plan provisions.

### **Loss of Benefit Rights**

You will not be entitled to benefits if employment terminates before you have completed the requirements for a pension. After completing these requirements there are no conditions that can cause loss of benefits other than death or re-employment.

### **Collective Bargaining Agreement**

The applicable agreement is the Collective Bargaining Agreements between the Minnesota Painting and Wallcovering Employers Association and the International Union of Painters and Allied Trades District Council No. 82. The International Brotherhood of Painters and Allied Trades Union Local No. 61 and Local No. 386, AFL-CIO provide for the maintenance of the Plan. A copy of any such collective bargaining agreements may be obtained by a participant through the Plan Administrator upon request.

## **YOUR RIGHTS UNDER ERISA**

As a participant in District Council 82 Painting Industry Pension 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 and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

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

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you must work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

### **Prudent Action by Plan Fiduciaries**

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

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal

court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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 Administrators 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.

**PLAN INFORMATION**

**TYPE OF PLAN:**

Multi-employer defined benefit pension plan.

**EMPLOYER IDENTIFICATION NUMBER:**

41-6132938

**PLAN NUMBER:**

001

**TYPE OF ADMINISTRATION:**

The Plan is administered by the Board of Trustees, who may appoint an agent to perform services for them.

**EMPLOYERS:**

Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether an employer or employee organization is a sponsor of the Plan and if so, the sponsor's address.

**PLAN ADMINISTRATOR:**

Wilson-McShane Corporation  
3001 Metro Drive - Suite 500  
Bloomington, Minnesota 55425  
Telephone: (952) 854-0795  
(Toll-Free): 1-800-535-6373

**FISCAL YEAR AND PLAN YEAR:**

Through August 31, 2017:	Each September 1 through August 31
Short Year:	September 1, 2017 through December 1, 2017
Beginning January 2018:	Each January 1 through December 31

**PARTICIPANT RECORDS YEAR:**

January 1 through December 31

**PLAN SPONSOR:**

Board of Trustees

**PBGC**

Plan termination insurance premiums are being paid from the assets of the Plan.

The Pension Benefit Guaranty Corporation guarantees vested benefits at the level in effect on the date of Plan termination. However, if a Plan has been in effect less than five years before it terminates, or if benefits have been increased with the five years before Plan termination, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 2020 K Street, N.W., Washington, D.C. 20006. The PBGC Office of Communications may also be reached by calling (202) 254-4817.

## **PLAN TERMINATION**

If the Plan should be discontinued, Treasury Department Rules and Regulations will determine discontinuance procedures.