

# **Summary Plan Description**

## **Printing Local 72 Industry Pension Plan**

**As amended through June 1, 2013**

## **INTRODUCTION**

The Printing Local 72 Industry Pension Plan was established to help you build toward financial security at your retirement, an important long-range goal for you and your family.

The original Plan was established in 1958 and has been amended several times. The Plan described in this booklet is based on the terms of the Plan as amended and restated effective January 1, 2011 and as further amended through June 1, 2013. This Summary Plan Description is intended to provide you with an overview of your Plan. While this summary includes information about the terms of the Plan in effect before June 1, 2013, it is intended to apply to you only if contributions were made to the Plan on your behalf after May 31, 2013. If contributions were not made to the Plan on your behalf after May 31, 2013, your rights will be governed by the terms of the Plan when you last worked.

Your rights under the Plan are determined solely by the Plan Document as it is amended and interpreted by the Plan Trustees. The final decision about interpretation of any provision as outlined in this summary or the Plan Document can be made only by the Plan Trustees.

We have tried to write this description in everyday language to summarize the benefits, rights and obligations you have under your Pension Plan. We hope you will find this information helpful and will discuss it with your family. If you have any questions after reading the booklet or if you would like to discuss the details further, the Fund Office will be glad to help you.

Board of Trustees

## **SUMMARY**

The Printing Local 72 Industry Pension Plan provides you:

- A monthly income for life when you retire;
- Normal retirement at age 65 if you have 5 or more years of Vesting Service;
- Early retirement if you are age 55 or older and you have 5 or more years of Vesting Service;
- The right to a future pension benefit if you stop working for an Employer after you have 5 years of Vesting Service; and
- Different ways to receive your pension benefit.

NOTE: Five years of vesting service is required for a pension benefit if you have an Hour of Service on or after March 1, 1997. Otherwise, ten years of vesting service is required for a pension benefit.

Certain benefits under your Pension Plan are insured by the Pension Benefit Guaranty Corporation – an agency of the U.S. Government. For further details about this insurance coverage, see “What is the Pension Benefit Guaranty Corporation?” in Section 8.

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## SECTION 1

### GLOSSARY OF TERMS USED IN THIS DOCUMENT

Throughout this booklet, you will come across certain words or terms which are frequently used and which you should know. These terms will help you understand your benefits better. Since these terms may also be discussed in greater detail in other sections of this book, it is important that you read the entire book to understand these important terms. Remember to keep them in mind as you read the rest of the booklet.

- A. **Accrued Pension Benefit** – Your Accrued Pension Benefit is the amount of benefit that you have earned based on your Benefit Service and on your Benefit Level Date(s), as described in “What is My Accrued Pension Benefit?” in Section 5, subject to the Vesting Rules in Section 3 and Pension Eligibility Rules in Section 4.
- B. **Active Employee** –An Active Employee means an Employee or former Employee who has not retired or incurred an uncured Break in Service. See “What is an Active Employee?” in Section 2 for additional information.
- C. **Benefit Level Date** – Your Benefit Level Date is the last day of the Plan Year (February 28, or February 29 in a leap year) in which you have two consecutive one-year Breaks in Service, or, if earlier, the date on which pension benefits are first payable to you. Your Benefit Level Date is used to determine what Plan provisions will apply in calculating any benefit to which you may become entitled.
- D. **Benefit Service** – Benefit Service means service for which you receive credit for purposes of determining the amount of your pension benefit. Past Benefit Service is service which may be credited to you for work performed for an Employer before the Employer began making contributions to the Plan on your behalf. Future Benefit Service is service which is credited to you for work performed after your Employer was required to make contributions to the Plan on your behalf. See “What is Benefit Service?” in Section 3 for more information.

- E. Employee** – Any person who is covered by a collective bargaining agreement between his Employer and the Union, or by a written agreement between his Employer and the Trustees, pursuant to which he is covered under this Plan. The term also includes all foremen and supervisors employed by Employers signatory to a collective bargaining agreement with the Union who spend more than 50% of their time engaged in production or supervision work covered by the collective bargaining agreement.
- F. Employer** – An organization that makes contributions to the Plan in accordance with either a collective bargaining agreement or a written agreement with the Trustees. See Section 9 for information on how you may find out who is a contributing employer.
- G. Fund Office** – The office of the organization selected by the Trustees to carry out the day-to-day operation of the Plan:

Carday Associates, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, MD 21046  
410-872-9500  
Normal business hours: 9 a.m. to 5 p.m. Monday through Friday

- H. Hour of Service** – Each straight time hour for which you are paid, or entitled to payment, by your Employer while covered under a collective bargaining agreement or other agreement with the Trustees providing for contributions to be made to the Plan for your work. After March 1, 1988, you will be credited with 45 Hours of Service for each week in which you would ordinarily have been credited with at least one Hour of Service. Your Hours of Service are maintained on a Plan Year basis, and are used to determine your Future Benefit Service, your Future Vesting Service, and whether you have a One-Year Break-in-Service. A more complete discussion of Hours of Service is found in Section 3.
- I. Normal Retirement Date** – This is the later of the date you reach your 65<sup>th</sup> birthday or complete 5 years of Vesting Service.
- J. One-Year Break-in-Service** – Generally, for any Plan Year beginning on or after March 1, 1976, you will incur a One-Year Break-in-Service if, at the end of such Plan Year, you have less than 376 Hours of Service. Additional details including exceptions to this rule are in “What is a Break-In-Service?” in Section 3.

- K. **Plan Year** – The 12-month period beginning March 1 and ending February 28 (or February 29 in a leap year).
  
- L. **Trustees or Board of Trustees** – The Board of Trustees consists of an equal number of representatives appointed by the Employers and the Union. The name, title and business address of each of the current Trustees appears in Section 9.
  
- M. **Union** – The Washington Printing Pressmen, Assistants and Offset Workers Union No. 72 affiliate of the Graphic Communications International Union.
  
- N. **Vesting Service** – Your Vesting Service is used to determine when you have a non-forfeitable right to receive benefits under the Plan. (See “What is Vesting Service?” in Section 3.)

## SECTION 2

### **MEMBERSHIP IN THE PLAN**

#### **WHEN DO I BECOME A MEMBER OF THE PLAN?**

As an Active Employee, you become a member of the Plan when contributions are made to the Plan for your work in accordance with a collective bargaining agreement or other agreement with the Trustees. Membership in the Plan is often referred to as “Participation” in the Plan.

#### **WHO IS AN ACTIVE EMPLOYEE?**

You become an Active Employee at the time contributions are first made to the Plan on your behalf after February 29, 1976. You cease to be an Active Employee on the earliest of the following to occur:

- The date your pension is to begin;
- February 28<sup>th</sup> (29<sup>th</sup>) of the Plan Year in which you have a One-Year Break-in-Service; or
- The date of your death.

If you lost your status as an Active Employee due to a One-Year Break-in-Service, you may become an Active Employee again if contributions are made to the Plan for your work by an Employer pursuant to a collective bargaining or other agreement. However, if you ceased to be an Active Employee because you reached your benefit commencement date, you cannot regain your status as an Active Employee.

#### **EXAMPLE: Active Employee**

Suppose contributions are made to the Plan for your work starting in January 2011. Also, suppose that your Hours of Service during the period when contributions are made to the Plan on your behalf are as follows:

<u>Plan Year</u>	<u>Hours of Service</u>
3/1/2010 – 2/28/2011	200
3/1/2011 – 2/29/2012	400
3/1/2012 – 2/28/2013	0

You become an Active Employee in January 2011. As of February 28, 2011, you will incur a One-Year Break-in-Service because you have less than 376 Hours of Service when the 2010-2011 Plan Year ends. (See Section 3, “What is a Break-in-Service” for exceptions to this rule.) You would cease to be an Active Employee at that time (February 28, 2011).

Continuing this example, suppose contributions are not made for you again until November 2011; you would not be an Active Employee between March 1, 2011 and November 2011. Since your 400 Hours of Service for Plan Year ending February 29, 2012, are not less than 376, you do not have a One-Year Break-in-Service for that Plan Year. This means that you continue as an Active Employee until February 28, 2013, even though you have no Hours of Service during that Plan Year. On February 28, 2013, you have a One-Year Break-in-Service and therefore cease to be an Active Employee at that time.

### **WHO PAYS FOR MY BENEFITS?**

The full cost of your Plan is paid for by contributions made for your work by your Employer in accordance with a collective bargaining agreement with your Employer or other agreement with the Trustees. A contribution is made for each week that you work, in an amount as set forth in the agreement with your Employer.

The contributions that are made for your work are paid into a Pension Fund. The Pension Fund is held in trust under a Trust Agreement. An Investment Manager, selected by the Board of Trustees, is responsible for investing the money in the Pension Fund.

The Pension Fund will increase through contributions and gains on Fund investments. Of course, the Pension Fund will also decrease because of benefit payments and will reflect any losses that may result on investments of the Fund.

## **SECTION 3**

### **SERVICE**

#### **WHAT IS AN HOUR OF SERVICE?**

Each straight time hour for which you are paid by your Employer while covered under a collective bargaining agreement or other agreement with the Trustees providing for contributions to be made to the Plan for your work. After March 1, 1988, you will be credited with 45 Hours of Service for each week in which you would ordinarily have been credited with at least one Hour of Service. Your Hours of Service are maintained on a Plan Year basis, and are used to determine your Future Benefit Service, your Future Vesting Service, and whether you have a One-Year Break-in-Service.

**Credit for Military Service** – You can earn service credits for time you serve in the United States armed forces. To get this credit, you must have been a Plan member at the time you started your military service. You can also get this credit if you were not working under the Plan at the time you started your military service because no work was available but you did work under the Plan within two years of the time you entered military service. You must rejoin the Plan within a certain period of time and under certain conditions. The time limit and conditions are set by federal laws that protect veterans' re-employment rights. Since those laws sometimes change, you should contact the Fund Office for current information.

**Family and Medical Leave** – You earn service credits for time you are on leave covered by the Family and Medical Leave Act (FMLA). If you have taken family or medical leave covered by this law, contact your employer or the Fund Office to make certain the leave has been reported to the Plan.

#### **WHAT IS VESTING SERVICE?**

Your Vesting Service is used to determine your eligibility to receive benefits. There are two kinds of Vesting Service – Past Vesting Service and Future Vesting Service.

### **Past Vesting Service**

You receive one year of Past Vesting Service for each year you receive credit for Past Benefit Service, if contributions were made to the Plan for your work on or after March 1, 1976.

### **Future Vesting Service**

Your Future Vesting Service is the sum of (a) and (b) below:

- (a) **Service Before March 1, 1976** – You receive one year of Future Vesting Service for each Plan Year that begins before March 1, 1976, that you receive at least one-half of a year of Future Benefit Service. (NOTE: Because existing records do not show the Future Benefit Service credit that was earned in some Plan Years, it will be necessary that an estimate be made of your Future Benefit Vesting Service credit for these Plan Years based on available information.) In no event will your years of Future Vesting Service before March 1, 1976, be less than your years of Future Benefit Service for this same period.
  
- (b) **Service on or after March 1, 1976** – You will receive one year of Future Vesting Service for each Plan Year that begins on or after March 1, 1976 in which you have 750 or more Hours of Service.

**NOTE:** If you work for your Employer in a position that is not covered by a collective bargaining agreement providing for contributions to be made to the Plan for your work, you may earn Vesting Service for this period of employment. If you should have any questions concerning your eligibility for Vesting Service credits, please contact the Fund Office.

### **WHAT IS BENEFIT SERVICE?**

Your Benefit Service is used to figure your pension benefit (see “What is my Accrued Pension Benefit” in Section 5). There are two kinds of Benefit Service – Past Benefit Service and Future Benefit Service.

### **Past Benefit Service**

You are eligible for Past Benefit Service only if you were employed on either **March 11, 1957** or **March 11, 1959** by an Employer who was a party to

a collective bargaining agreement with the Union dated on that date, which provided for contributions to be made to the Plan on your behalf.

You receive one year of Past Benefit Service for each full year of your continuous membership (including membership while in the military service) in the Union prior to **March 11, 1958** or **March 11, 1960**, respectively, up to a maximum of 15 years.

**Future Benefit Service**

You receive credit according to the following table for each Plan Year during which contributions are made to the Plan for your work:

<b>For Plan Years Beginning</b>		<b>If Your Hours of Service Are:</b>	<b>Then Your Future Benefit Service is:</b>
<b><u>On or After</u></b>	<b><u>And Before</u></b>		
---	3/1/1973	1,850 or more	1 year
		Less than 1,850	Hours of Service divided by 1,850 rounded to the nearest 0.01
3/1/1973	3/1/1976	1,700 or more	1 year
		Less than 1,700	Hours of Service divided by 1,700 rounded to the nearest 0.01
3/1/1976	---	1,680 or more	1 year
		Less than 1,680	Hours of Service divided by 1,680 rounded to the nearest 0.01

**WHAT IS A BREAK-IN-SERVICE?**

You have a One-Year Break-in-Service when the number of your Hours of Service during a Plan Year is less than 376 for any Plan Year that begins on or after March 1, 1976. However, you will not have a One-Year Break-in-Service if you are unable to earn 376 Hours of Service because of:

- Service in the armed forces of the United States, if you return to employment with your Employer under conditions securing veteran's reemployment rights; or
- Total and Permanent Disability, if your disability occurs during a period when contributions are made to the Plan for your work; or
- Your pregnancy, the birth of your child, adoption or caring for your child immediately following birth or adoption, if you provide information satisfactory to the Board of Trustees to establish the reason or length of such absence.

### **WHAT IS VESTING?**

Vesting is a form of ownership or right to receive a pension benefit. See below for how you become vested in your pension benefits.

### **HOW DO I BECOME VESTED IN MY PENSION BENEFITS?**

You become vested in your Accrued Pension Benefit after completing 5 Years of Vesting Service if you have at least one Hour of Service on or after March 1, 1997. Otherwise, you are vested if you have completed 10 Years of Vesting Service. This entitles you to receive a pension benefit starting at any time after you reach your 55<sup>th</sup> birthday. You also become vested in your Accrued Pension Benefit if you are an Active Employee at the time you reach your Normal Retirement Date.

**Special Note: Reciprocal Agreements (Credit for Work under a Different Collective Bargaining Agreement) – The Plan has entered into reciprocal agreements with certain other Pension Plans whereby participating employees who have earned vesting service in both Funds will be entitled to accumulate such service for Pension Plan vesting and in order to avoid a permanent Break-in-Service. As the result of such reciprocal agreements, a participating employee may qualify for a partial pension from either or both Funds subject to the terms and conditions of the respective Plans. The terms of Reciprocal Agreements vary and are subject to change or cancellation. Information on current reciprocal agreements can be obtained from the Fund Office.**

Partial Pensions are provided under this Plan for participants who otherwise lack sufficient service credit to be eligible for any pension because their years of employment are divided between this Plan and related plans.

The total of an employee's service under two or more Funds will be the total service for purposes of vesting. The monthly benefit from each Fund will be based on benefit credits accumulated in that Fund.

Printing Local 72 Industry Pension Fund currently has reciprocal agreements with Pension Funds for GCIU Locals 285, 144, and 449. In determining vesting credits for pension eligibility, employees should consider all employment with the four funds. At time of retirement, an employee may be entitled to monthly benefits from two or more of these funds.

## **SECTION 4**

### **RETIREMENT BENEFIT ELIGIBILITY**

#### **WHEN MAY I RETIRE?**

##### **Normal Retirement**

If you are an Active Employee on your Normal Retirement Date, you may retire and receive a normal retirement pension. Your Normal Retirement Date is the later of the date you reach your 65<sup>th</sup> birthday or complete 5 years of Vesting Service.

##### **Early Retirement**

If you are an Active Employee and are between 55 and 65 years old and have a Vested Accrued Pension Benefit (see “How Do I Become Vested in My Pension Benefits?” in Section 3) and you want to retire before age 65, you may do so and receive a reduced early retirement pension.

##### **Deferred Vested Pension**

If you are vested and you leave employment for reasons other than death or retirement, you will be eligible for a Deferred Vested Pension starting after you reach your Normal Retirement Date. Alternatively, you may choose to have your pension begin as early as age 55 in a reduced amount.

## SECTION 5

### RETIREMENT AND DEATH BENEFITS

#### WHAT IS MY ACCRUED PENSION BENEFIT?

At any time you are a member of the Plan you have an Accrued Pension Benefit under the Plan **although you generally do not become vested (see “How Do I Become Vested in My Pension Benefits” in Section 3) in your Accrued Pension Benefit until you have completed 10 years of Vesting Service, or 5 years if you have an Hour of Service on or after March 1, 1997.** Your Accrued Pension Benefit is based on your Benefit Service and on your Benefit Level Date(s). The formula for determining the monthly Accrued Pension Benefit is as follows:

<b>If your Benefit Level Date is: On or After And Before</b>		<b>Then Your Monthly Accrued Pension Benefit is:</b>
---	3/1/1963	\$2.00 x Years of Benefit Service not in excess of 30 Years.
3/1/1963	3/1/1967	\$2.50 x Years of Future Benefit Service, plus \$2.00 x Years of Past Benefit Service, not in excess of 30 Years of Benefit Service with Years of Future Benefit Service counted first.
3/1/1967	3/1/1970	\$3.00 x Years of Future Benefit Service, plus \$2.00 x Years of Past Benefit Service, not in excess of 30 Years of Benefit Service with Years of Future Benefit Service counted first.
3/1/1970	5/1/1973	\$4.90 x Years of Future Benefit Service, plus \$2.00 x Years of Past Benefit Service, not in excess of 30 Years of Benefit Service with Years of Future Benefit Service counted first.
5/1/1973	1/1/1975	\$6.00 x Years of Benefit Service, not in excess of 35 Years.
1/1/1975	3/1/1978	\$7.15 x Years of Benefit Service, not in excess of 35 Years.

**If your  
Benefit Level Date is:  
On or After And Before**

**Then Your  
Monthly Accrued Pension Benefit is:**

3/1/1978	3/1/1979	\$7.50 x Years of Benefit Service, not in excess of 35 Years.
3/1/1979	3/1/1981	\$7.85 x Years of Benefit Service up to 35 Years, plus \$4.00 x Years of Benefit Service in excess of 35 Years, up to an additional 5 Years.
3/1/1981	3/1/1984	\$10.81 x Years of Benefit Service, not in excess of 40 Years.
3/1/1984	1/1/1986	\$16.00 x Years of Benefit Service, not in excess of 40 Years.
1/1/1986	3/1/1988	\$22.75 x Years of Benefit Service, not in excess of 40 Years.
3/1/1988	3/1/1990	\$30.00 x Years of Benefit Service before 3/1/1988, plus \$40.00 x Years of Benefit Service after 2/29/1988, not in excess of 40 Years of Benefit Service with Years of Benefit Service after 2/29/1988 counted first.
3/1/1990	3/1/1994	\$30.00 x Years of Benefit Service before 3/1/1988, plus \$45.00 x Years of Benefit Service after 2/29/1988, not in excess of 40 Years of Benefit Service with Years of Benefit Service after 2/29/1988 counted first.
3/1/1994	3/1/1995	\$35.00 x Years of Benefit Service before 3/1/1988, plus \$45.00 x Years of Benefit Service after 2/29/1988, not in excess of 45 Years of Benefit Service with Years of Benefit Service after 2/29/1988 counted first.
3/1/1995	3/1/1996	\$35.00 x Years of Benefit Service before 3/1/1988, plus \$45.00 x Years of Benefit Service after 2/29/1988.
3/1/1996	3/1/2005	\$45.00 x Years of Benefit Service.

**If your  
Benefit Level Date is:  
On or After And Before**

**Then Your  
Monthly Accrued Pension Benefit is:**

3/1/2005	---	\$45.00 x Years of Benefit Service before 3/1/2005, plus \$40.00 x Years of Benefit Service after 2/28/2005 and prior to 3/1/2007, plus \$35.00 x Years of Benefit Service after 2/28/2007 and prior to 3/1/2011, plus \$32.00 x Years of Benefit Service after 2/28/2011 and prior to 3/1/2012, plus \$35.00 x Years of Benefit Service after 2/29/2012.
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The amount as calculated above equals your **Total Monthly Accrued Pension**. As of February 28, 1988, the Minimum Monthly Accrued Pension benefit for members and beneficiaries is \$200. However, this Minimum Monthly Accrued Benefit does not apply to you if your first Hour of Service under the Plan occurred after July 31, 2011 and you are receiving or are eligible to receive a benefit from another Plan through a reciprocal agreement with this Plan.

NOTE: If you have two or more Benefit Level Dates on or after March 1, 1976, your Accrued Pension Benefit will be the sum of the pension amount determined on the first Benefit Level Date and the pension amount based on membership in the Plan between the two Benefit Level Dates.

**HOW MUCH WILL MY PENSION BE IF I RETIRE ON OR AFTER MY NORMAL RETIREMENT DATE?**

Your normal retirement pension starting on or after your Normal Retirement Date is based on your Accrued Pension Benefit as of the date of your retirement.

**EXAMPLE: Normal Retirement**

Suppose you retired on February 28, 2013, after having reached your Normal Retirement Date as an Active Employee, and, at that time, you had 30 years of Future Benefit Service, all earned in the 30 Plan Years immediately preceding your retirement. Assume that your pension starts on March 1, 2013, and, because your service was consecutive, that you have only one Benefit Level Date (March 1, 2013). Your monthly retirement pension of \$1,277.00 is determined as follows:

\$45.00 x 22.0 (Years of Benefit Service Before 3/1/2005)	\$990.00
Plus \$40.00 x 2.0 (Years of Bft Svc After 2/28/05 & Before 3/1/07)	+ \$ 80.00
Plus \$35.00 x 4.0 (Years of Bft Svc After 2/28/07 & Before 3/1/11)	+ \$140.00
Plus \$32.00 x 1.0 (Years of Bft Svc After 2/28/11 & Before 3/1/12)	+ \$ 32.00
Plus \$35.00 x 1.0 (Years of Benefit Service After 2/29/12)	+ <u>\$ 35.00</u>
<b>Equals Total Monthly Accrued Pension Benefit</b>	<b>\$1,277.00</b>

The monthly pension of \$1,277.00 is the amount which is automatically paid to you in the form of a Single Life Annuity Benefit if you are not married or if you and your spouse have been married for less than one year on the date your pension is to commence. If you and your spouse have been married for at least one year on the date your pension is to commence, your benefit amount will be paid as an actuarially reduced Joint and 50% Survivor Benefit unless you and your spouse elect otherwise. In this case, your spouse would receive 50% of your reduced monthly pension benefit for his or her life after your death.

### **HOW MUCH WILL MY PENSION BE IF I RETIRE EARLY?**

Your early retirement pension is based on your Accrued Pension Benefit as of the date of your retirement. You may elect to have your pension payments start at any time after your 55<sup>th</sup> birthday as long as you are vested. If you elect to begin receiving payments before your Normal Retirement Date, your pension is reduced by multiplying it by the Early Retirement Percentage shown below for your age as of the date of your retirement. The reduction is necessary because your pension will be paid over a longer period of time than if payments started at your Normal Retirement Date.

<b><u>Exact Age At Retirement</u></b>	<b><u>Exact Number of Years Before Age 65</u></b>	<b><u>Early Retirement Percentage</u></b>
65	0	100.00%
64	1	91.40%
63	2	83.71%
62	3	76.82%
61	4	70.61%

<u>Exact Age At Retirement</u>	<u>Exact Number of Years Before Age 65</u>	<u>Early Retirement Percentage</u>
60	5	65.02%
59	6	59.96%
58	7	55.37%
57	8	51.21%
56	9	47.41%
55	10	43.95%

If you retired prior to April 1, 2009, your Early Retirement Percentage was calculated differently. Please contact the Fund Office if you retired prior to April 1, 2009 and you have any questions about your Early Retirement Percentage.

**EXAMPLE: Early Retirement**

Suppose you retire on February 28, 2013, after having reached your 60<sup>th</sup> birthday on February 15, 2013 as an Active Employee, and at that time, you have 15 years of Future Benefit Service and are eligible for Early Retirement. Also assume that your pension starts on March 1, 2013 and that you have only one Benefit Level Date (March 1, 2013). Your monthly early retirement pension of \$392.00 is determined as follows:

\$45.00 x 7.0 (Years of Benefit Service Before 3/1/2005)	\$315.00
Plus \$40.00 x 2.0 (Years of Bft Svc After 2/28/05 & Before 3/1/07)	+ \$ 80.00
Plus \$35.00 x 4.0 (Years of Bft Svc After 2/28/07 & Before 3/1/11)	+ \$140.00
Plus \$32.00 x 1.0 (Years of Bft Svc After 2/28/11 & Before 3/1/12)	+ \$ 32.00
Plus \$35.00 x 1.0 (Years of Benefit Service After 2/29/12)	+ <u>\$ 35.00</u>
Equals Total Monthly Accrued Pension Benefit	\$602.00
Multiplied by Age 60 Early Retirement Percentage	x <u>65.02%</u>
<b>Equals Total Monthly Early Retirement Pension</b>	<b>= \$391.42</b>

The monthly pension of \$392.00 (\$391.42 increased to the next higher whole dollar) is the amount which is automatically paid to you in the form of a Single Life Annuity Benefit if you are not married or if you and your spouse have been married for less than one year on the date your pension is to commence. If you and your spouse have been married for at least one year on the date your pension is to commence, your benefit amount will be paid as an actuarially reduced Joint and 50% Survivor Benefit unless you and your spouse elect otherwise. In this case, your spouse would receive 50% of your reduced monthly pension benefit for his or her life after your death.

If you started receiving early retirement payments prior to April 1, 2009, you may have been eligible for an early unreduced pension. However, if you start to receive early retirement payments on or after April 1, 2009, your early retirement pension will be reduced as explained above if you elect to start receiving payments before you reach age 65.

### **HOW MUCH WILL MY DISABILITY PENSION BE?**

You will not be able to qualify for a disability retirement pension if your benefits would have started on or after April 1, 2009. You will need to qualify for early, normal or deferred vested retirement before you can start to receive benefits from the Plan.

### **WHAT IF I LEAVE EMPLOYMENT BEFORE I RETIRE?** **HOW MUCH WILL MY DEFERRED VESTED PENSION BE?**

If you leave employment after becoming vested, you are entitled to a monthly pension starting after you reach your Normal Retirement Date. This pension is based on your Accrued Pension Benefit as of your Benefit Level Date(s).

You become vested in your Accrued Pension Benefit after completing 5 Years of Vesting Service if you have at least one Hour of Service on or after March 1, 1997. Otherwise, you are vested if you have completed 10 Years of Vesting Service.

### **EXAMPLE: Deferred Vested Pension**

Suppose you terminate employment on November 30, 2010, after having reached your 35<sup>th</sup> birthday as an Active Employee, and at that time you have 10 years of Future Benefit Service, but no years of Past Benefit Service. You have at least 5 years of Vesting Service and, therefore, qualify for a

vested pension. Assume that you have at least 1,680 Hours of Service for the period of March 1, 2010 to November 30, 2010. Therefore, you do not have two consecutive One-Year Breaks-in-Service until February 28, 2013. Also assume that you have only one Benefit Level Date (February 28, 2013). Suppose you elect to have your pension start after you reach your 65<sup>th</sup> birthday. Your monthly vested pension benefit of \$400.00 is determined as follows:

\$45.00 x 4.0 (Years of Benefit Service Before 3/1/2005)	\$180.00
Plus \$40.00 x 2.0 (Years of Bft Svc After 2/28/05 & Before 3/1/07)	+ \$ 80.00
Plus \$35.00 x 4.0 (Years of Bft Svc After 2/28/07 & Before 3/1/11)	+ \$140.00
Plus \$32.00 x 0.0 (Years of Bft Svc After 2/28/11 & Before 3/1/12)	+ \$ 0.00
Plus \$35.00 x 0.0 (Years of Benefit Service After 2/29/12)	+ \$ <u>0.00</u>
<b>Equals Total Monthly Accrued Pension Benefit</b>	<b>\$400.00</b>

The monthly pension of \$400.00 is the amount which is automatically paid to you in the form of a Single Life Annuity Benefit if you are not married or if you and your spouse have been married for less than one year on the date your pension is to commence. If you and your spouse have been married for at least one year on the date your pension is to commence, your benefit amount will be paid as an actuarially reduced Joint and 50% Survivor Benefit unless you and your spouse elect otherwise. In this case, your spouse would receive 50% of your reduced monthly pension benefit for his or her life after your death.

You may choose to have your pension begin as early as age 55 in a reduced amount. The reduction is the same as the reduction for early retirement (see “What Will My Pension Be If I Retire Early?” earlier in this Section).

If you retired prior to April 1, 2009, your Early Retirement Percentage was calculated differently. Please contact the Fund Office if you retired prior to April 1, 2009 and you have any questions about your Early Retirement Percentage.

## **WHAT IF I SHOULD DIE...?**

### **Before I Retire**

If you are vested in your pension benefit and you and your spouse have been married for at least one year at the time of your death, your spouse will be eligible to receive the Surviving Spouse's Benefit.

If you die *after* you are vested and have reached age 55, your spouse may start to receive the Surviving Spouse's Benefit as early as the month following your death. The amount of your spouse's pension benefit will be equal to one-half of the monthly pension you would have received under the actuarially reduced Joint and 50% Survivor Benefit if you had retired on the day before you died.

If you die after you are vested but *before* you have reached age 55, your spouse may start to receive the Surviving Spouse's Benefit as early as the month following your 55<sup>th</sup> birthday. The amount of your spouse's pension benefit will be equal to one-half of the monthly pension you would have received under the actuarially reduced Joint and 50% Survivor Benefit if you had (1) terminated employment on the earlier of your actual date of termination and your date of death, (2) survived until the date your spouse elected to commence benefits, (3) retired on that date and immediately began receiving your pension as a Joint and 50% Survivor Benefit and (4) died on the following day.

Your spouse may also elect to defer commencement of the Surviving Spouse's Benefit up to your Normal Retirement Date. If your spouse defers commencement, the benefit amount will be increased to reflect the later commencement date.

**NOTE:** Also, Survivor Benefits of \$5,000 or less are paid in a lump sum in lieu of the Surviving Spouse's Benefit.

### **After I Retire**

If you die after you retire, the death benefits will depend on your selected form of pension benefit and on whether you retired for disability. If you are receiving a pension in the form of a:

- **Joint and 50% Survivor Benefit (with or without Pop-Up)**, your spouse will automatically receive a benefit after your death that is one-half of your retirement pension for the rest of his or her life.
- **Joint and 75% Survivor Benefit**, your spouse will automatically receive a benefit after your death that is three-fourths of your retirement pension for the rest of his or her life.
- **Joint and 100% Survivor Benefit (with or without Pop-Up)**, your spouse will automatically receive a benefit after your death that is equal to your retirement pension for the rest of his or her life.
- **60-Payment Guarantee Benefit**, and you retired prior to April 1, 2009 with other than a disability pension, payment of your pension will, upon your death, continue to be made until a total of 60 payments have been made both to you and your beneficiary. If you retired with a disability pension prior to April 1, 2009 and you die after your 65<sup>th</sup> birthday, payment of your pension will continue to be made until a total of 60 payments have been made both to you and your beneficiary. If you retired on or after April 1, 2009, this option was not available to you.
- **Single Life Annuity**, no further annuity payments will be made from the Plan.

If you retired on a disability pension prior to April 1, 2009 and you die before you reach your 65<sup>th</sup> birthday, your designated beneficiary will receive a lump-sum payment of \$3,000.

#### **EXAMPLE: Death Before Retirement**

Suppose you die at age 62, while an Active Employee, after having completed 5 years of Vesting Service. Assume that, had you retired at age 62 with an actuarially reduced Joint and 50% Survivor Benefit, your monthly pension would have been \$770.00 per month.

Your beneficiary will be entitled to one-half of this, or \$385.00 per month, beginning the month after your death and continuing for the rest of his or her life.

**EXAMPLE: Death After Retirement**

Suppose you live to age 65, and then retire, and you are receiving \$1,715.00 per month in the form of a Joint and 50% Survivor Benefit.

You will receive \$1,715.00 per month for the rest of your life. After your death, your spouse will receive one-half of this, or \$858.00 per month, for the rest of his or her life.

## **SECTION 6**

### **BENEFIT PAYMENT INFORMATION**

#### **WHEN DO I FILE MY APPLICATION FOR BENEFITS?**

You must file your application for benefits within 180 days of the date your pension is to begin.

Your pension cannot be paid until you have filed an application and no payments will generally be made for the period before your application is received unless the Trustees excuse, for good cause, a late application.

#### **WHEN DO MY PENSION PAYMENTS START?**

Your pension begins on the latest of the following dates:

- the first day of the month coincident with or next following the date you satisfy all of the conditions for entitlement to a retirement pension, including the application requirement; or
- the first day of the month next following receipt of your application for benefit; or
- the first day of the month specified in your application for commencement of your pension.

#### **HOW WILL MY PENSION BE PAID OUT WHEN I RETIRE?**

If you have no spouse, or if you and your spouse have been married less than one year at the time your pension is to commence, you will automatically receive a monthly pension that is payable for your lifetime with no further benefits payable after your death. This is called a Single Life Annuity Benefit. This is also called the “normal form of benefit”.

If you are age 55 or older and you and your spouse have been married for at least one year at the time your pension is to commence, you may elect to receive your pension in one of the 5 forms of payment described below. However, if you choose an option other than the Joint and 50% Survivor Benefit, you must indicate your decision on a form provided by the Trustees

and your spouse must provide his or her voluntary consent. Your benefits will be paid as a Joint and 50% Survivor Benefit if you do not make a benefit election.

If you retired prior to April 1, 2009, slightly different rules applied. Please contact the Fund Office if you retired prior to April 1, 2009 and you have any questions about the rules that applied to you.

- Single Life Annuity Benefit – With this form of benefit, you will receive a monthly pension for your lifetime. No further payments will be made after your death.
- Joint and 50% Survivor Benefit – With this form of benefit, you will receive an actuarially *reduced* monthly pension for your lifetime equal to the monthly amount of the normal form of benefit. Upon your death, your surviving spouse will receive 50% of your monthly pension benefit for life. Your monthly pension amount will not change if your spouse predeceases you.
- Joint and 50% Survivor Benefit with Pop-Up – With this form of benefit, you will receive an actuarially *reduced* monthly pension for your lifetime. Upon your death, your surviving spouse will receive 50% of your monthly pension benefit for life. If your spouse predeceases you, your monthly pension amount will change to the monthly amount of the normal form of benefit.
- Joint and 75% Survivor Benefit – With this form of benefit, you will receive an actuarially *reduced* monthly pension for your lifetime equal to the monthly amount of the normal form of benefit. Upon your death, your surviving spouse will receive 75% of your monthly pension benefit for life. Your monthly pension amount will not change if your spouse predeceases you.
- Joint and 100% Survivor Benefit – With this form of benefit, you will receive an actuarially *reduced* monthly pension for your lifetime. Upon your death, your surviving spouse will receive 100% of your monthly pension benefit for life. Your monthly pension will not change if your spouse predeceases you.
- Joint and 100% Survivor Benefit with Pop-Up – With this form of benefit, you will receive an actuarially *reduced* monthly pension

for your lifetime. Upon your death, your surviving spouse will receive 100% of your monthly pension benefit for life. If your spouse predeceases you, your monthly pension amount will change to the monthly amount of the normal form of benefit.

## **UNDER WHAT CONDITIONS ARE MY PENSION PAYMENTS SUSPENDED?**

### **Accident and Sickness Benefits**

You will not receive a pension payment for any month that you receive Accident and Sickness benefits under the Pressmen Welfare Plan.

### **Recovery from Disability**

If you retired for disability prior to April 1, 2009 and later recover from your disability before you reach your 65<sup>th</sup> birthday, your disability pension payments will stop. Your disability pension payments may also stop if the Trustees ask you to be examined by a doctor and you refuse to have this examination. Note that no disability retirements were allowed under the Plan on or after April 1, 2009.

### **Working After Retirement**

In general, you are expected to stop engaging in “Prohibited Employment” (defined below) in order to retire and receive your pension. Working at Prohibited Employment after your pension starts may cause your pension to be suspended.

There is no restriction if you work in other types of employment outside of Prohibited Employment. If you work in other types of employment, your pension will not be suspended no matter how much income you earn or how many hours you work.

Prohibited Employment means employment or self-employment in Virginia; Maryland; the District of Columbia; Delaware; Salem County, New Jersey; Carter, Hawkins, Sullivan, Unicoi, and Washington Counties, Tennessee; and Berkeley and Jefferson Counties, West Virginia, of the type of work regularly performed by employees covered by the Plan, including pre-press, electronic imaging, press and post-press classifications or related supervisory classification. However, if you have retired but work less than 40 hours in a month, or less than 40 hours in a 4 or 5 week payroll period used by

your employer instead of a calendar month, this will not disqualify you from receiving a pension.

You are required to notify the Plan in writing within 15 days after starting any work that is or may be Prohibited Employment. If you are not sure whether certain employment would be considered Prohibited Employment by the Plan, you may request the Trustees to review the employment you are considering and advise you whether that employment would result in a suspension of your pension benefits.

The Trustees know that most members are honest and follow the rules. Retirees will be asked to sign a statement periodically that they are not working in Prohibited Employment. Of course, if a retiree returns to Prohibited Employment, the Fund Office will receive reports from your employer. If a member is reported at work on a job covered by the Plan or if there is information provided from any source that you are working in Prohibited Employment, the Trustees will automatically suspend your pension benefits based on the presumption that you are working at least 40 hours a month. Any problems will be corrected as soon as the employee provides satisfactory information about his or her actual employment.

If your pension is suspended for months after you have received payment for those months, the amount you owe the Plan will be deducted from your pension when it starts again. No more than 25% of your pension check can be deducted, except for the first check following suspension, which may be deducted up to 100%. The first check following suspension of your benefits will probably include payments for several months. The deductions will also continue against your spouse's benefit after your death. The Trustees can also bring a lawsuit against you to collect amounts which you owe to the Plan.

You may appeal the suspension of your pension benefits in the same way that you appeal any other matters involving the Plan (refer to "If My Claim for Benefits is Denied, How Do I File an Appeal?" in Section 7). A written request for review must be filed within 180 days of the notice of benefit suspension.

You may notify the Fund Office of the date you last worked in Prohibited Employment in writing using a form provided by the Fund. Your pension will resume for the month after you ceased Prohibited Employment but there may be a delay of up to 3 months before the first check arrives.

You may earn additional pension credit if you return to work covered by the Plan, provided that:

- you were retired for other than disability, and
- you returned to employment before your Normal Retirement Date, and
- you received credit for at least 870 hours of service during a Plan Year.

If these rules are met, you will receive an additional pension benefit for each Plan Year not later than the Plan Year in which you reach your Normal Retirement Date. This additional benefit will be paid at the time monthly benefits are again payable and will be based on the Benefit Level Date used to determine your original pension amount. Your total pension amount will be adjusted to take into account benefits you have previously received for which you were entitled and for the months for which benefits were suspended while you were engaged in Prohibited Employment.

### **CAN I LOSE ANY OF MY BENEFITS FROM THIS PLAN?**

Your Pension Plan is a valuable tool for planning for your retirement years. As you work for your Employer as a member of the Plan, you continue to build Vesting Service for determining your eligibility for benefits and you also continue to earn Benefit Service for calculating your monthly pension benefit. Although you may intend to continue your employment with your Employer until retirement, there may be a time when your personal situation will prevent you from carrying out your intentions. Consequently, you should be aware of the following circumstances which could cause you to lose or forfeit your benefits under the Plan:

- Termination/Break-in-Service – If, before you become vested, you have less than 376 Hours of Service during a Plan Year, you will have a One-Year Break-in-Service (and therefore cease to be an Active Employee) and at that time will lose any vesting Service and Benefit Service you have accumulated under the Plan. However, any Vesting Service and Benefit Service that you lose will be reinstated if you again become an Active Employee and if the number of your consecutive One-Year Breaks-in-Service does not equal or exceed the number of years of Vesting Service that you had when you last ceased to be an Active Employee.

- Beginning June 30, 1985, an employee must incur at least five consecutive one-year breaks in order to suffer a permanent break and lose any Vesting Service and Benefit Service. For example, a participant who has three years of Vesting Service will not suffer a permanent break until he has five consecutive one-year breaks rather than three. If you do not have an hour of service on or after March 1, 1997 and you have between five and ten years of Vesting Service, a permanent break will not occur if the consecutive breaks equal the number of vesting years.
- Beginning July 1, 1985, the Plan will credit up to 501 Hours of Service, **FOR PURPOSES OF PREVENTING A ONE-YEAR BREAK-IN-SERVICE ONLY**, where the employee is absent from work because of pregnancy, the birth of a child, adoption or caring for the child immediately following birth or adoption. Under this provision, the Plan will credit 8 Hours of Service for each day of such absence up to 501 hours for the year in which the absence occurs, to prevent a One-Year Break-In-Service or will carry over to the following year. The Employee must furnish information satisfactory to the Board of Trustees, to establish the reason and length of such absence.

## SECTION 7

### PLAN ADMINISTRATION

#### HOW IS MY PLAN ADMINISTERED?

The Board of Trustees administers the Plan and acts as the Plan fiduciary. The day-to-day operation of the Plan is carried out by the Fund Office selected by the Trustees. Also, the Trustees have delegated certain of their fiduciary responsibilities to an Investment Manager.

#### HOW DO I FILE AN APPEAL IF MY CLAIM FOR BENEFITS IS DENIED?

If you make a claim for benefits under the Plan and if your claim is denied, in whole or in part, you will receive written notification within 90 days of the date the Board of Trustees (the “Board”) received your claim (this period is 45 days for a claim under the Disability section of the Plan). In some cases, the Board may require more than 90 days (45 days in the case of a Disability claim) to make a decision regarding your claim. In this case, the Board may take up to an additional 90 days (60 days for a Disability claim), provided that you are notified of the extension within the initial 90-day period (45-day period for a Disability claim) with an explanation of the reasons that more time is needed.

If your claim for benefits is denied, in whole or in part, you will be notified in writing of the reasons for the denial including references to pertinent Plan provisions and a description of additional material or information that might help your claim. You will also be given an explanation of the procedures that you must follow if you wish to appeal the denial.

If you wish to appeal the denial, you or your authorized representative may submit a written request for a review by the Board of Trustees. Your request should be sent to the Fund Office within sixty (60) days of receiving the Notice of Denial of Benefits or after you learn of a Fund policy, determination or action with which you disagree and which is not a benefit denial. If the request is for a review of a disability benefit denial, you have 180 days to file your request with the Fund Office.

Your written appeal should state the reasons for your appeal. This does not mean that you are required to make “legal” arguments, however you should state clearly why you believe you are entitled to the benefit you claim or why you disagree with a Fund policy, determination or action.

Your request for review of your denial claim will be considered at the first Board of Trustees meeting which is held after the thirty-day period following receipt of your request for review. However, if special circumstances require an extension of time for processing your request for review, you will be notified of the need for this extension and your request for review will be considered as soon as possible thereafter, but in no event later than the third meeting of the Trustees held after receipt of your request for review.

The decision by the Trustees on your request for review will be made in writing and will include the reasons for their decision including specific references to Plan provisions on which the decision is based.

You may renew your appeal if you have any additional information or arguments to present. A renewed appeal must be submitted in writing, and the rules and time limits stated above apply.

In connection with an appeal or renewed appeal, you are entitled to have access to copies of all documents, records and other information relevant to your claim. You may review pertinent documents in the Fund Office free of charge after making appropriate arrangements or you may request that documents be provided to you. The Fund may charge you 25¢ per page to provide documents to you, and this amount must be paid in advance.

The Board can establish rules and regulations for the administration of the Plan. The Board’s construction, interpretation or application of the Fund’s Plan of benefits and its rules and regulations (including factual determinations and eligibility determinations) is final, conclusive and binding on all persons to the fullest extent allowed by law.

## **SECTION 8**

### **OTHER SOURCES OF INFORMATION & ASSISTANCE**

#### **WHAT CAN I EXPECT FROM SOCIAL SECURITY?**

You may receive benefits from Social Security in addition to the benefits you will get from your Pension Plan. Social Security benefits may be payable in the event of your death or disability as well as retirement. With the amendments made to the Social Security Act in recent years, these benefits have become a substantial part of your total benefit program. Your actual Social Security benefits are based on the portion of your earnings subject to Social Security taxes. You should go to your local Social Security office for a record of your past wages that were subject to Social Security taxes. You should also request from them a booklet which explains in detail how to calculate your Social Security benefits.

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

The Trustees intend to continue the Plan indefinitely. However, they reserve the right to amend or terminate the Plan at any time. If the Plan is terminated, you will be entitled to any benefit that you have accrued to the extent then funded. Generally, if the Plan is terminated and there are unfunded vested benefits, the Contributing Employers would be responsible for contributing some, or all, of the amount needed to fund the benefits. This obligation is referred to as Withdrawal Liability.

#### **WHAT IS THE PENSION BENEFIT GUARANTY CORPORATION?**

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the lesser of \$33 or the accrual rate in excess of \$11. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum guaranteed for a retiree with 30 years of service would be \$1,072.50 per month or \$12,870 per year.

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

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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number) or 800-736-2444 (a toll-free number). TTY/ASCII users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000 or 800-736-2444. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

### **WHAT ARE MY RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974?**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan members 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 Employee Benefits Security Administration. For 2009 and subsequent plan years, you may obtain an electronic copy of the plan's annual report by going to [www.efast.dol.gov](http://www.efast.dol.gov) and using the Form 5500 search function.
- 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 (age 65) and, if so, what your benefits would be at normal retirement age if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## **Prudent Actions by Plan Fiduciaries**

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

way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in 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.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the 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 Ave., N.W., Washington, DC 20210. Toll free: 1-866-275-7922, [www.dol.gov](http://www.dol.gov). You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **SECTION 9**

### **OTHER IMPORTANT INFORMATION**

#### **ASSIGNMENT OF BENEFITS**

For the protection of your interest and those of your dependents, your benefits under this Plan cannot be assigned and, to the extent permitted by law are not subject to garnishment or attachment. However, Pensioners and Beneficiaries of the Printing Local 72 Industry Pension Fund who are not eligible for Medicare coverage may authorize in writing a deduction from their monthly pension check the amount required for medical coverage under the Pressmen Welfare Fund. Such authorizations are strictly voluntary and may be revoked at any time. Such authorizations can not be an assignment of benefits in that the Welfare Fund shall have no right enforceable against this Fund to any part of the monthly pension benefit. The Pressmen Welfare Fund must acknowledge in writing that transfer of these kinds of deductions create no enforceable right in or to any benefit payment, or portion thereof, from this Fund. The deduction and transfer will only be made when or after the money would otherwise be payable to the Pensioner or Beneficiary.

#### **PENSION PAYMENTS AND DIVORCE DECREES**

Divorced spouses may be granted certain rights to a participant's pension through a "Qualified Domestic Relations Order" (QDRO). A QDRO is part of the court ordered divorce decree. If any pension benefit becomes subject to a QDRO, the Fund must honor the order and pay the benefit accordingly. However, the Fund will be obligated to honor payment of benefits only in a form normally provided under the Plan and only in amounts of no greater actuarial value than the amount otherwise payable under the Plan if the QDRO did not exist. A QDRO can affect the amount of pension you or your surviving spouse will receive. There are certain procedures that you must follow if you become subject to a QDRO. You have the right to receive a copy of these procedures free of charge from the Fund Office.

#### **BENEFITS PAYABLE TO INCOMPETENTS OR MINORS**

If the Plan Trustees determine that the person to whom benefits are payable under the Plan is a minor, or is incapable of looking after himself/herself because of a mental or physical handicap, payment may be

made to another person or institution that is responsible for looking after the beneficiary.

## **TAXATION OF BENEFITS**

Your monthly pension payments are fully taxable as ordinary income under present law. For further information consult your personal tax advisor.

## **OTHER ADMINSTRATIVE INFORMATION**

### **Funding**

The Plan is funded entirely by Employer contributions required by collective bargaining agreements. Contributions to the Plan are based on the number of weeks an employee works in Covered Employment. All contributions and earnings are held in a Trust Fund under a Trust Agreement. Employee contributions are neither required nor permitted. Rollovers into the Plan are not permitted.

### **Plan Documents**

A copy of the Plan documents may be obtained from the Fund Office upon written request. Also, you may examine the Plan documents during normal business hours at the Fund Office or, within 10 days of a written request to the Fund Office, at the office of the Union or at worksites where 50 or more Plan members customarily work. (Also, see “SPECIAL NOTE” below.)

### **Contributing Employers**

The Plan is supported by contributions made by Employers. A list of contributing Employers is available for your review at the Fund Office. Also, information about any specific contributing employer is also available.

The Plan is maintained and the contribution amounts are determined pursuant to the provisions of one or more Collective Bargaining Agreements. Copies of the Collective Bargaining Agreements are available at the Fund Office. A copy of agreements may be obtained from the Fund Office upon written request. Also, you may examine the agreements during normal business hours at the Fund Office or, within 10 days of a written request to the Fund Office, at the office of the Union or at worksites where 50 or more Plan members customarily work. (Also, see “SPECIAL NOTE” below.)

**Union** –

The Washington Printing Pressmen,  
Assistants and Offset Workers Union No. 72  
6037 Baltimore Avenue  
Riverdale, Maryland 20737

**Board of Trustees**

**Union Trustees**

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Printing Local 72  
6037 Baltimore Avenue  
Riverdale, MD 20737

**Employer Trustees**

Steve Bearden  
Linemark Printing, Inc.  
501 Prince Georges Boulevard  
Upper Marlboro, MD 20774

Anthony Piccirilli  
Doyle Printing Company  
5206 46th Avenue  
Hyattsville, MD 20781

TBA

You may write the Board of Trustees at the following address:

Board of Trustees  
Printing Local 72 Industry Pension Fund  
c/o Carday Associates, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, MD 21046

### **Asset Custodian**

The general custodian for Fund assets is:

PNC Institutional Investments  
One East Pratt Street  
5th Floor West  
Baltimore, MD 21202

The Fund also has investments through collective investment funds, mutual funds and insurance companies, whose assets are held by other custodians. The identity of any insurance company, collective trust or other entity holding Plan assets is available from the Plan's Form 5500, which can be obtained from [www.efast.dol.gov](http://www.efast.dol.gov) or by written request to the Fund Office.

### **Type of Plan**

This Plan is a multiemployer defined benefit plan designed to provide pension, survivor and death benefits. The Plan is intended to comply in all respects with the requirements of Title I of ERISA.

<b><u>Name of Plan</u></b>	Printing Local 72 Industry Pension Plan
<b><u>Plan Identification Number (PN)</u></b>	001
<b><u>Internal Revenue Service Employer Identification Number (EIN) Assigned to Board of Trustees</u></b>	52-6033899
<b><u>Fiscal Year of Plan</u></b>	March 1 – February 28 (29)
<b><u>Agent for Service of Legal Process</u></b>	President Carday Associates, Inc. 7130 Columbia Gateway Dr. Suite A Columbia, MD 21046

Services of legal process may also be served on any Plan Trustee.

**SPECIAL NOTE** – A charge may be made to cover the cost of copying materials you request.

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As mentioned in the “Introduction,” we have tried to write this summary in clear, understandable and informal language. However, you should refer to the official Plan documents for more information about your benefits. In the event of any conflict between the information in this summary and the Official Plan documents, the Plan documents will govern.