

NORTHERN CALIFORNIA GLAZIERS,  
ARCHITECTURAL METAL  
AND GLASSWORKERS PENSION PLAN

Summary Plan Description

2017 Edition

**NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL METAL  
AND GLASSWORKERS PENSION PLAN**

c/o Health Services & Benefit Administrators, Inc.  
4160 Dublin Boulevard, Suite 400  
Dublin, CA 94568-7756  
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AND GLASSWORKERS PENSION PLAN**

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**To All Participants:**

The Northern California Glaziers, Architectural Metal and Glass Workers Pension Plan (“Glaziers Plan” or “Plan”) has been established to provide you with retirement benefits which, in addition to those available to you under the Northern California Glaziers, Architectural Metal and Glassworkers Individual Account Plan and Social Security, will help you to enjoy your years of retirement. Certain disability and pre-retirement marital annuities provide additional security for you and your family.

This Summary Plan Description (“SPD”) has been prepared to provide you with a description of the Glaziers Plan in effect on January 1, 2017. As there have been many changes in the Plan since the last SPD was printed, we encourage you to read this new SPD carefully.

This SPD highlights certain rules pertaining to your eligibility for Plan benefits, how those benefits are determined and your rights and obligations as a Participant in the Plan. Because it is a summary, it is not possible to explain each and every detail. The rules and regulations of the Plan (“Plan Document”), and not this SPD, serve as the legal document setting forth your actual rights under the Plan. In the event of any conflict between this SPD and the Plan Document, the Plan Document shall govern.

**Please note that different Plan rules may apply to your benefits if you are covered under one of the Rehabilitation Plan schedules, have ever worked in Noncovered Glazing Service or are subject to the Plan’s Frozen Benefit Rule. Some, but not all, of the differences are described in this SPD.**

**Questions?**

The Board of Trustees hopes that you find this SPD helpful and will enjoy the protection and benefits of the Plan for many years to come. Be sure to read this SPD and keep it for future reference. If you have any questions, you may contact the Plan Office at the above address and telephone number for assistance.

Sincerely,

BOARD OF TRUSTEES

This explanation of the Glaziers Plan is no more than a brief and very general statement of the most important provisions of the Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret, extend or change in any way the provisions expressed in the Plan Document.

A Participant's rights can only be determined by consulting the actual text of the Plan Document.

\* \* \* \* \*

Only the full Board of Trustees is authorized to interpret the Glaziers Plan Document described in this SPD. Only answers given by the Board of Trustees are official, and then only if you have furnished full and accurate information concerning your situation. To be official, information or opinions concerning your rights under the Plan must be communicated to you in writing and signed on behalf of the full Board of Trustees. No Union or Employer, nor any representative of any Union or Employer, is authorized to interpret the Plan on behalf of the Board — nor can such person act as an agent of the Board of Trustees.

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## **PLAN DEFINITIONS**

To assist you in understanding your benefits provided by the Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan, this section contains brief definitions of a number of terms commonly used when explaining the Plan. Other terms may be defined elsewhere in this SPD. As with any of the descriptions contained in this SPD, the actual Plan Document governs how they are applied when determining your benefits.

### **Benefit Accrual Credit**

The units used to determine the *amount* of the pension payable by the Plan for Plan Years through June 30, 1974. They are based on hours worked in Covered Service. Hours worked in Connecting Noncovered Service are not counted for this purpose.

### **Break in Service**

Currently, a One-Year Break in Service occurs when a Participant fails to earn 435 Hours of Service within a Plan Year (July 1 – June 30). Unless certain conditions are met, five or more consecutive One-Year Breaks in Service can cause the loss of a Participant's previously earned Years of Service Credit and accrued benefits. This is known as a "Permanent Break in Service." However, there are provisions for repairing Breaks in Service before they result in a Permanent Break in Service and for curing a Permanent Break in Service that does occur.

Different rules existed prior to July 1, 1976 and between July 1, 1976 and July 1, 1985 for determining when a One-Year Break in Service occurred.

Detailed explanations of what causes a One-Year Break in Service, what can make it permanent, and how Breaks can be repaired are in the section entitled "Can You Lose Your Vesting Credits, Benefit Accrual Credits, and Other Accrued Benefits?" (see page 16).

### **Computation Break in Service**

- After June 30, 1976, a Computation Break in Service generally occurs when a Participant does not work at least 435 Hours of Service in two consecutive Plan Years.
- Before July 1, 1976, a Computation Break in Service generally occurred when a Participant failed to have at least 360 hours of credit based on contributory or reciprocal service in two consecutive Plan Years.

If a Computation Break in Service occurs and a Participant later retires, the value of the benefit earned prior to the Computation Break will be frozen at the level payable by the Plan on the date the Computation Break became effective – the June 30<sup>th</sup> end of the second consecutive Plan Year (unless the Computation Break is cured as described on page 4). Thereafter, if additional benefits are earned, the value of such benefits will be added to the value of the benefits earned prior to the Computation Break in determining the monthly benefit. However, if a frozen benefit is reduced by a schedule in the Rehabilitation Plan that lower amount would be used to calculate your benefit.

### **Connecting Noncovered Service**

Service that takes place on or after July 1, 1976 is counted by the Plan for Vesting purposes but not for determining the amount of a Participant's benefit. After July 1, 1994, it is service for a contributing Employer in a job not covered by this Plan which immediately follows or precedes a Participant's Covered Service with any contributing Employer. Before July 1, 1994, the Noncovered Service must be with the same Employer as the Covered Service in order to be considered connecting. If the Plan does not have records of actual hours worked in Connecting Noncovered Service, it will credit you with 40 hours per week for such service.

### **Covered Service**

Work under a collective bargaining agreement or other written agreement which requires an Employer to contribute to the Pension Trust.

### **Noncovered Glazing Service**

Any kind of work which is

- Performed in the jurisdiction of any local of the Glaziers, Architectural Metal and Glassworkers Union;
- Performed on or after November 1, 1986, and on or after the Participant became eligible under this Plan or a reciprocal plan; and
- Performed for a company (without written authorization of the local union of the Glaziers, Architectural Metal and Glass Workers Union with jurisdiction over the company), which is doing the type of work covered by the terms of any collective bargaining agreement between any local union of the Glaziers, Architectural Metal and Glass Workers Union and any contributing Employer, but is not signatory to a collective bargaining agreement.

### **Normal Retirement Age**

Attained under any one of the following circumstances:

- The date the Participant is both at least age 62 and Vested; or
- For Participants who worked at least one Hour of Covered Service on or after July 1, 1988, the later of age 65 or the age of the Participant on the fifth anniversary of his/her Plan participation; or
- For Participants who have not worked at least one Hour of Covered Service after July 1, 1988, the later of age 65 or the age of the Participant on the tenth anniversary of his/her Plan participation.

### **Plan Year**

The period from July 1 of any year through June 30 of the following year. It is the 12-month period used to determine Vesting Credit and Benefit Accrual Credit.



### **Qualifying Contributions**

For service after June 30, 1974, contributions required to be made to the Plan on the Participant's behalf for Covered Service. They include any pension contributions diverted to the Northern California Glaziers Excess Benefit Plan (now terminated) after July 1, 1999. However, they do not include those earmarked to be used for supplemental payments for retired Participants or to improve the overall funding of the Plan.

### **Union**

Any local union of the Glaziers, Architectural Metal and Glass Workers Union which qualifies as such under the Trust Agreement, and has collective bargaining agreements with Employers requiring contributions to be made to the Plan on behalf of Employees who work in Covered Service.

### **Vesting Credit**

Years of Service Credit used to determine a Participant's *eligibility* for benefits. It includes hours of Covered Service and Connecting Noncovered Service. (*NOTE:* Credits may also be earned during certain non-working periods under conditions specified in the Plan Document.)

EXPLANATIONS OF OTHER TECHNICAL TERMS AND FURTHER DETAILS WILL BE FOUND IN MATERIAL THAT APPEARS LATER IN THIS SPD AND IN THE PLAN DOCUMENT.
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## **SPECIAL RULES CONCERNING PARTICIPANTS WHO ARE SUBJECT TO THE PLAN'S COMPUTATION BREAK IN SERVICE, NONCOVERED GLAZING SERVICE AND REHABILITATION PLAN PROVISIONS**

Please read this section carefully, as special rules pertaining to your eligibility for benefits, the availability of benefits and how those benefits are calculated apply if:

- You are subject to a “frozen benefit” rule based on you having incurred a Computation Break in Service.
- You are subject to a “frozen benefit” rule for having engaged in Noncovered Glazing Service.
- You are covered under the Recommended Schedule of the Rehabilitation Plan.

In some cases, your total benefit may be covered under more than one of these special rules and one portion of your benefit may be calculated differently than another.

### **FROZEN BENEFIT RULES – COMPUTATION BREAK IN SERVICE**

#### **How a Computation Break in Service Occurs**

- After June 30, 1976, a Computation Break in Service generally occurs on the June 30<sup>th</sup> ending date of the second consecutive Plan Year in which a Participant does not work at least 435 Hours of Service in either of the two-consecutive Plan Years.
- Before July 1, 1976, a Computation Break in Service generally occurred on the June 30<sup>th</sup> ending date of the second consecutive Plan Year when a Participant did not have at least 360 hours of credit based on contributory or reciprocal service in either of the two-consecutive Plan Years.

#### **The Effect of a Computation Break in Service**

If you incur a Computation Break in Service, the portion of your benefit earned prior to the Computation Break is “frozen” under the terms of the Plan in effect when the Computation Break occurred (except that the frozen Early Retirement reduction factor will not apply, unless you also worked in Noncovered Glazing Service).

Benefits earned following a Computation Break in Service are added to the “frozen” benefit and are not subject to the prior Computation Break’s frozen benefit rules.

A Participant may incur multiple Computation Breaks in Service and have portions of his/her benefit calculated under different frozen benefit rules. Note, however, that your frozen benefit may be reduced further if the Rehabilitation Plan so provides.

#### **One-Time “Cure” of a Computation Break in Service**

A Vested Participant can “cure” having the Computation Break in Service frozen benefit rule **once** in his/her lifetime by returning to Covered Service, earning at least two Years of Vesting Credit and meeting one of the following two conditions:

- Subsequently earn Vesting Credit equal to or greater than the number of his/her prior One-Year Breaks in Service; *or*
- Subsequently earn at least six Years of Vesting Credit.

Once the Computation Break in Service frozen benefit is cured, the increased benefit will apply to the Participant.

## **FROZEN BENEFIT RULES – WORKING IN NONCOVERED GLAZING SERVICE**

### **“Working in Noncovered Glazing Service” Defined**

A Participant is considered to have worked in Noncovered Glazing Service if the work is:

- Performed in the jurisdiction of any local of the Glaziers, Architectural Metal and Glassworkers Union; and
- Performed on or after November 1, 1986, and on or after the Participant became eligible under this Plan or a reciprocal plan; and
- Performed for a company (without written authorization of the local union of the Glaziers, Architectural Metal and Glass Workers Union with jurisdiction over the company), which is doing the type of work covered by the terms of any collective bargaining agreement between any local union of the Glaziers, Architectural Metal and Glassworkers Union and any contributing Employer, but is not signatory to a collective bargaining agreement.

### **The Effect of Working in Noncovered Glazing Service**

If a Participant works in Noncovered Glazing Service on or after July 1, 1994, his/her benefit will be frozen under the terms of the Plan in effect when he/she first engaged in such work.

How a Participant’s benefits are affected depends upon when the work in Noncovered Glazing Service occurs. Some effects may include not being entitled to receive an Early Retirement Benefit that is not reduced for age and not having the unreduced 100% Marital Annuity available. Specific limitations resulting from working in Noncovered Glazing Service are described elsewhere in this SPD and in the Plan Document. Note, however, that your frozen benefit may be reduced further if the Rehabilitation Plan so provides.

### **One-Time “Cure” of Working in Noncovered Glazing Service Frozen Benefits**

A Vested Participant can cure having the Noncovered Glazing Service frozen benefit rule apply **once** in his/her lifetime by returning to Covered Service and subsequently earning at least six Years of Vesting Credit.

Once the benefit freeze is cured, the increased benefit will apply to the Participant.

## REHABILITATION PLAN SCHEDULES

### Background

The Pension Protection Act of 2006 (“PPA”) introduced a number of changes in the funding and administration of qualified defined benefit retirement plans. Plans whose funded status is certified to be either “endangered” or “critical” are required to adopt either a funding improvement plan (for endangered plans) or rehabilitation plan (for critical status plans). Both funding improvement and rehabilitation plans contain one or more schedules consisting of increased employer contributions and/or benefit reductions designed to improve the plans funded status. Depending on the funding status of a plan in future years, the schedules may need to be updated. Every new or renewed collective bargaining agreement must contain the terms of one of the available schedules or a “default” schedule will automatically be imposed.

Based on the Glaziers Plan having been certified to be in critical status for the Plan Year beginning July 1, 2010, the Trustees adopted a Rehabilitation Plan containing two Schedules – a Recommended and a Default Schedule. The benefit reductions contained in the Schedules became applicable to Participants who did not retire by July 1, 2011. **In fact, no one became covered by the Plan’s Default Schedule, and no one is covered by it as of the printing of this SPD.**

Participants have been receiving annual notices concerning the Plan’s funding status and previously received a notice informing them of the Rehabilitation Plan Schedule benefit reductions described in this SPD.

The rules used to determine how schedule(s) are applied to Participants and the specific Schedule of benefits are described as of the printing date of this SPD. They may change in the future based on updates to the Rehabilitation Plan Schedules and/or Plan funding.

### How Coverage Under a Schedule is Determined

Whether the Recommended Schedule, Default Schedule or prior Plan applies to an individual is based on the following:

#### **Retired Participants**

Participants who retired prior to July 1, 2011 are not affected by the Rehabilitation Plan and neither Schedule applies to them (i.e., there are no changes in the benefits currently being paid to them).

However, Participants who retired on or after October 28, 2010 but prior to July 1, 2011 will be subject to the Plan’s Recommended Schedule if they return to work and have their benefits suspended prior to receiving 12 monthly pension payments.

#### **Active Participants Who Had Not Retired as of July 1, 2011**

Participants who terminate covered employment after their Employer negotiates a collective bargaining agreement on or after October 28, 2010 containing terms consistent with either the Recommended Schedule or Default Schedule will have their benefits determined based on that Schedule. If their Employer fails to negotiate a collective bargaining agreement containing the terms of either Schedule, the Default Schedule will automatically be imposed on the Employees of that Employer 180 days following the expiration date of the collective bargaining agreement that was in effect on July 1, 2010. **As of the date of the printing of this SPD, no one is subject to the Default Schedule.**

Benefit reductions become effective when a Participant's Employer's collective bargaining agreement adopted after October 28, 2010 and containing terms consistent with one of the Schedules is adopted – but not earlier than July 1, 2011 or later than 180 days following the expiration date of a collective bargaining agreement in effect on July 1, 2010.

A Participant's assigned Employer is the Employer for whom he/she has worked the most hours in Covered Service.

#### **f Inactive Vested Participants Who Had Not Retired as of July 1, 2011**

Participants who terminated Covered Service before July 1, 2011 and did not retire by that date will have their benefits determined under the Recommended Schedule.

#### **The Effect of Being Covered Under a Rehabilitation Plan Schedule**

The Rehabilitation Plan Schedules contain a number of benefit changes, including the reduction or elimination of certain “adjustable benefits” (as defined in the Internal Revenue Code). The specific benefit changes under the Rehabilitation Plan Schedules are described later in this SPD.

#### **Default Schedule**

Because no one is subject to the Plan's Default Schedule, it is not described in this SPD. Should you want information about that Schedule, you should contact the Plan Office.

## **YOUR PLAN AT A GLANCE**

This page is intended as a quick reference guide only. It highlights the most basic aspects of this Plan and is not intended to be a complete description of benefits or of the requirements for benefits.

**Note:** – Special rules apply if you have engaged in Noncovered Glazing Service and/or have incurred a Computation Break in Service.

### **Benefits Upon Retirement**

Normal Retirement Benefit	At least age 62 and Vested, or have attained Normal Retirement Age, as described on page 2.
Early Retirement Benefit	At least age 52, Vested, and accumulated at least 1½ Years of Future Service Benefit Accrual Credits. However, effective July 1, 2011, to get unreduced benefits under the Rehabilitation Plan's Recommended Schedule, you must either be (1) age 52 with 60,000 hours of credited service, or (2) age 55 with 54,000 hours of credited service.

### **Benefits In Case Of Disability**

Disability Retirement Benefit	For those not covered by the Default Schedule – Disabled and in receipt of a Social Security Disability Award, have accumulated at least 1½ Years of Future Service Benefit Accrual Credits, and have earned at least one-half Year of Benefit Accrual Credit during the period consisting of the Plan Year in which Social Security Disability Benefits began and the two preceding Plan Years. After July 1, 2011, under the Recommended Schedule, the amount of the Disability Retirement Benefit is the actuarial equivalent of your Normal Retirement Benefit (i.e., the disability subsidy has been eliminated).
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### **Standard Forms Of Benefit Payments After July 1, 2011**

(must meet age and Vesting requirements for one of the above pensions)

If single	Life Annuity
If married	Marital Annuity with a 100% survivor continuation

Special rules may affect the availability of payment forms if your benefits are subject to one of the Rehabilitation Plan Schedules, Computation Break in Service rule or Frozen Benefit rule.

## **Benefits In Event Of Death Before Retirement**

(Participant must be Vested)

If married

Pre-Retirement Marital Annuity (if no Noncovered Glazing Service - 100% of Early Retirement Benefit; if benefit frozen as of July 1, 1997 for Noncovered Glazing Service - 50% of accrued benefit, adjusted for age and Marital Annuity for lifetime of spouse)

## **Benefit Limitations – Maximum Benefits**

In no event will benefits be paid which exceed the maximum dollar limit permitted under Internal Revenue Code Section 415 (see page 34).

## **How To Apply For Benefits**

IN ADDITION TO SATISFYING THE ELIGIBILITY REQUIREMENTS DESCRIBED ABOVE, A WRITTEN APPLICATION FOR BENEFITS MUST BE FILED WITH THE PLAN OFFICE IN A MANNER ESTABLISHED BY THE BOARD. The pension application must be submitted at least one calendar month before the month in which the pension is to be effective. Send a completed application to the Plan Office at:

Health Services & Benefit Administrators, Inc.  
4160 Dublin Boulevard, Suite 400  
Dublin, CA 94568-7756  
(800) 222-6298

The updated Pension Plan described in this SPD applies only to retirements which become effective on or after **January 1, 2017**. However, the Plan includes Break in Service, Vesting and other rules which may affect some Participants who stopped working in Covered Service in earlier years. Please check with the Plan Office if you have any questions regarding your status under the Plan.

## **HOW YOU BECOME A PARTICIPANT IN THE PLAN**

### **BECOMING A PARTICIPANT**

You become a Participant in this Plan on the first of the month following your completion of 435 Hours of Service (including at least one Hour of Covered Service) for a contributing Employer within a single Plan Year (July 1 through June 30). Owners, partners or self-employed persons are not eligible to become Participants.

### **TERMINATION OF PARTICIPATION**

Once you become a Participant, you may cease to be a Participant if you have two consecutive One-Year Breaks in Service (see page 16). However, once you are Vested, your participation cannot end except in the event of your death.

### **REINSTATEMENT OF PARTICIPATION**

Please note that you may again become a Participant in this Plan if you satisfy the “435-hour” requirement described above. However, depending on when you again become a Participant, any previously earned Years of Service Credit and accrued benefits may be lost.



## **HOW WORKING TIME COUNTS**

The amount of time you work in a job covered by the Plan counts in several important ways. It determines whether you are eligible for a pension and how much your pension will be. For these purposes, the time you work as a Participant of the Plan is measured in Years of Service Credit.

When you become a Participant of the Plan, you receive Service Credit for the time your Employer is required to contribute to the Plan with respect to your work. The credit earned for this period of time is called "Future Service Credit."

You may also receive Service Credit for certain work performed before contributions were made to the Plan for your work group. This Service Credit earned is called "Past Service Credit." Past Service Credit is only available to Employees who became Participants before July 1, 1976.

In general, Years of Service Credit taken into account in determining your eligibility for a pension are called "Vesting Credit." Years of Service Credit taken into account when determining the amount of your pension are called "Benefit Accrual Credit." The total amount of your pension is calculated on the basis of Benefit Accrual Credit earned prior to July 1, 1976 and after that date, a percentage of Qualifying Contributions required to be made to the Plan on your behalf. (Note: Any portion of hourly contributions that is earmarked strictly to improve or maintain proper funding of the Plan ["off-benefit" contributions] is not counted when determining your benefit accruals).

### **VESTING CREDIT FOR PAST SERVICE**

You are entitled to receive one Year of Vesting Credit (up to a maximum of 20 years) for each calendar year of work performed in Covered Past Service during the Past Service Period before your work group began participating in the Plan, if you meet the eligibility requirements described below (Past Service Credit).

#### **Eligibility for Past Service Credit**

As a general rule, you will be eligible for Past Service only if (1) you have at least 1<sup>1</sup>/<sub>2</sub> Years of Future Service Benefit Accrual Credit and (2) you worked at least 360 hours under the Plan within the two Plan Years immediately following the applicable Past Service Period described below. If you did not earn 360 hours during the two-year period, it is possible that you may still be eligible for Past Service Credit if you were on an excused absence.

**Past Service Period.** The following are the Past Service Periods for each group. The group applicable to you is the one with which you earned your first Hour of Covered Service (“Initial Work Jurisdiction”).

<b>Work Jurisdiction</b>	<b>Past Service Period</b>
All Glaziers and Auto Glassworkers, except as noted below:	January 1, 1937 – June 30, 1963
Oakland, San Francisco, San Jose and Fresno Allied Workers and Sacramento Local 767 Shower Door Workers and Sacramento Local 767 Auto Glassworkers	January 1, 1946 – June 30, 1972
Sacramento Local 767 Allied Workers	July 1, 1947 – November 30, 1973
Oakland, San Francisco, San Jose and Fresno Shower Door Workers	January 1, 1948 – June 30, 1974

**Covered Past Service.** Covered Past Service is employment during your applicable Past Service Period in any of the following:

- Employment in the Work Jurisdiction in which you earned your first Hour of Covered Service, or any Work Jurisdiction that became part of this Plan at the same time as your initial Work Jurisdiction;
- Employment with a Union which participates as an Employer in this Plan; or
- U.S. military service for which you have guaranteed reemployment rights in work of the type described in the items above, provided you returned to such work within the time allowed by law.

In addition, if you became a Participant in the Plan before July 1, 1976, you may also be eligible to receive additional Past Service Credits for employment in other Work Jurisdictions.

*Example:* Assume an Employee began working as a glazier in January 1942, worked continuously in Covered Past Service (including any qualifying military service) and became a Participant in the Plan when it began on July 1, 1963. The Participant would then have 21½ Years of Covered Past Service Credit. However, he/she is limited under the Plan rules to a maximum of 20 Years of Past Service Credit.

### **VESTING CREDIT FOR FUTURE SERVICE**

Vesting Credit is given for employment with an Employer after the date contributions were first required for the Work Jurisdiction in which you earned your first Hour of Covered Service (Future Service Credit). You receive Vesting Credit for Hours of Service worked in a Plan Year according to the following schedule:

#### **From July 1, 1963 through June 30, 1974**

You earn a Year of Vesting Credit for 1,800 Hours of Covered Service in a Plan Year. For less than 1,800 Hours of Covered Service, you earn 1/1,800 Year of Vesting Credit for each Hour of Covered Service. No more than one Year of Vesting Credit can be earned during a single Plan Year.

**From July 1, 1974 through June 30, 1976**

You earn a Year of Vesting Credit for 1,620 Hours of Covered Service. For less than 1,620 Hours of Covered Service, you earn 1/1,620 of a Year of Vesting Credit for each Hour of Covered Service. For more than 1,620 Hours of Covered Service, you earn an additional 1/1,620 of a Year of Vesting Credit for each Hour of Covered Service with no maximum.

**Beginning July 1, 1976**

You continue to earn a Year of Vesting Credit for 1,620 Hours of Covered Service. For less than 1,620 Hours of Covered Service, you earn 1/1,620 of a Year of Vesting Credit for each Hour of Covered Service. For more than 1,620 Hours of Covered Service, you earn an additional 1/1,620 of a Year of Vesting Credit for each Hour of Covered Service with no maximum.

In addition, Hours of Service earned after June 30, 1976 while engaged in Connecting Noncovered Service (see page 2), shall be counted only towards earning a maximum of one Year of Vesting Credit in a Plan Year.

**ALTERNATIVE METHOD FOR CALCULATING VESTING CREDIT**

If it is to your advantage, instead of using the formula for calculating Vesting Credit under “Vesting Credit for Future Service” (see page 12), you will earn one Vesting Credit for each Plan Year beginning after June 30, 1963 in which you have at least 870 Hours of Service. However, under this calculation method, if you do not have at least 870 Hours of Service, you receive no Vesting Credit for that year. The maximum Vesting Credit for a single Plan Year is one.

Whether the Plan uses this method or the method under “Vesting Credit for Future Service,” the same method must be used to calculate your Vesting Credit for all Plan Years.

**VESTING CREDIT FOR PERIODS OF MILITARY**

**SERVICE From July 1, 1963 through December 11, 1994**

You will receive Vesting Credit for the period of military service during which you retain reemployment rights under federal law, provided you return to Covered Future Service within 90 days following release from active duty, or within 90 days after recovery from a disability continuing after release from active duty. The Vesting Credit will be granted based on 1/4 of a year of Credit for each calendar quarter in which you performed military service.

**USERRA Beginning December 12, 1994**

You will receive Vesting Credit for the period of military service during which you retain reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), provided you return to Covered Future Service following your release from active duty within the applicable period specified in the USERRA. The Vesting Credit will be granted based on 190 Hours of Service credited for each calendar month of such service.

## **VESTING CREDIT FOR RECIPROCAL SERVICE**

For Vesting purposes only, this Plan may recognize hours that you may have worked under other pension plans covering this industry. If you work or have worked under any such plan, be sure to let the Plan Office know. The Plan presently has reciprocity agreements with the following plans:

- Western Glaziers Retirement Trust of Oregon and South Western Washington
- Western Glaziers Retirement Fund, Seattle, Washington
- Southern California Glaziers and Glassworkers Pension Plan
- Hawaii Glaziers Pension Trust Fund
- Joint Industry Pension Funds of all District Councils and Local Unions Affiliated with the International Brotherhood of Painters and Allied Trades

## **BENEFIT ACCRUAL CREDITS**

The amount of your pension for all Plan Years through June 30, 1974 is based on the number of Benefit Accrual Credits you earn before you retire and the dollar value assigned to each Credit. Benefit Accrual Credits are granted for all work for which Employers contribute, or are required by a written agreement to contribute to the Pension Plan. Benefit Accrual Credits are also earned for employment of the same kind performed before contributions were first required for the Work Jurisdiction in which you earned your first Hour of Covered Service (Benefit Accrual Credit for Past Service). Your total Benefit Accrual Credits are determined based on your Years of Past and Future Service Credits earned under the Plan.

### **BENEFIT ACCRUAL CREDITS FOR PAST SERVICE**

One Benefit Accrual Credit is given for each Year of Vesting Credit for Past Service. In other words, if you earned one Vesting Credit, you also earned one Benefit Accrual Credit. The way in which Vesting Credit for Past Service is earned is explained on page 11.

### **BENEFIT ACCRUAL CREDITS FOR FUTURE SERVICE**

You earn Benefit Accrual Credits for Hours of Covered Service worked in a Plan Year according to the following:

#### **From July 1, 1963 through June 30, 1974**

You earn one Benefit Accrual Credit for 1,800 Hours of Covered Service in a Plan Year. For less than 1,800 Hours of Covered Service, you earn 1/1,800 of a Benefit Accrual Credit for each Hour of Covered Service. No more than one Year of Benefit Accrual Credit can be earned during a single Plan Year.

#### **From July 1, 1974 through June 30, 1976**

You earn a Benefit Accrual Credit for 1,620 Hours of Covered Service. For less than 1,620 Hours of Covered Service, you earn 1/1,620 of a Benefit Accrual Credit for each Hour of Covered Service. For more than 1,620 Hours of Covered Service, you earn an additional 1/1,620 of a Benefit Accrual Credit for each Hour of Covered Service with no maximum.

### **Benefit Accruals Beginning July 1, 1976**

Beginning July 1, 1976, you no longer earn Benefit Accrual Credits. Instead, the formula for accruing benefits on or after July 1, 1976 is based on a percentage of Qualifying Contributions. “Qualifying Contributions” are contributions that are required to be made on your behalf by your Employer for work in Covered Service, subject to the following conditions:

- Contributions earned at any time to be used for supplemental payments for retired Participants or for deficit reduction purposes are not included when calculating benefit accruals. These contributions are sometimes referred to as “off-benefit contributions.”
- Contributions made to the Northern California Glaziers Excess Benefit Plan when it existed are included when calculating benefit accruals.

### **BENEFIT ACCRUAL CREDIT FOR PERIODS OF MILITARY SERVICE**

Beginning December 12, 1994, you will receive Benefit Accrual Credits for the period of military service during which you retain reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, provided you return to Covered Future Service following your release from active duty, within the applicable period specified by the Act. The amount of the Benefit Accrual Credits will be calculated in accordance with the pay rate you would have received had you continued to work in Covered Service, *or* if the rate is undeterminable, the average pay rate, hours, or compensation during the 12-month period immediately preceding the period of the military service will be used.

## **CAN YOU LOSE YOUR VESTING CREDITS, BENEFIT ACCRUAL CREDITS, AND OTHER ACCRUED BENEFITS?**

Once you are Vested, you cannot lose your Vesting Credits, Benefit Accrual Credits or accrued benefits based on Qualifying Contributions. Being Vested means that you have fulfilled the requirements to have the right to receive a non-forfeitable pension beginning at age 62 (or Normal Retirement Age, if later) (See “How You Achieve Vested Status” on page 19) – even if you cease working in Covered Service and leave the industry.

However, if you are not Vested and do not work a required minimum number of hours for an Employer in Covered Service or have sufficient Connecting Noncovered Service within a specified number of consecutive Plan Years, you may incur a Permanent Break in Service. A Permanent Break in Service has the effect of cancelling your previous years of participation, Vesting Credit, Benefit Accrual Credit, and other accrued benefits.

### **ONE-YEAR BREAK IN SERVICE**

Beginning July 1, 1976, a One-Year Break in Service occurs if you earn less than 435 Hours of Service in a Plan Year. However, a One-Year Break in Service will not occur if any one of the following exceptions applies:

- For at least half of that Plan Year, you were employed as a glazier or glassworker for the United States Government anywhere in the world; or state or local government agency in an area where Future Reciprocal Service Credits could be earned; *or*
- You received Vesting Credit during the Plan Year as a result of service in the United States military; *or*
- For at least half of that Plan Year, you were employed by a glaziers apprenticeship plan, a district council covering glaziers, or as an organizer at a non-union company as certified by the Union with jurisdiction over the area in which the non-union company is located; *or*
- After July 1, 1985, you received Hours of Maternity/Paternity Leave to prevent a Break in Service for the period you were absent from employment as a result of (a) pregnancy, (b) birth of a child, (c) adoption or (d) care of a child immediately following birth or adoption.
- After July 1, 1995, for at least half of that Plan Year, you were employed by the International Brotherhood of Painters and Allied Trades.
- After July 1, 1989, for at least half of that Plan Year, you were employed by the company that administered the Plan during that Plan Year, and you did not incur a One-Year Break in Service in the prior Plan Year.

## PERMANENT BREAK IN SERVICE

**Before July 1, 1976**, you had a Permanent Break in Service and lost your Vesting and Benefit Accrual Credit if you did not earn at least 360 hours of credit in a period of two consecutive Plan Years.

**Between July 1, 1976 and July 1, 1985**, a Break in Service became *permanent* if you had as many consecutive One-Year Breaks in Service years as you have full Years of Vesting Credit.

**For Example:** After July 1, 1976, but prior to July 1, 1985, you have four Years of Vesting Credit, based on having 1,620 hours worked in each of four years. Then in the four years that follow:

YEAR	PARTICIPANT WORKS	TOTAL YEARS OF VESTING CREDIT	BREAK IN SERVICE YEARS
1	405 hours	4.00	1 year (temporary)
2	162 hours	4.00	2 years (temporary)
3	0 hours	4.00	3 years (temporary)
4	324 hours	0	4 years (permanent)

Although you have One-Year Breaks in Service, they do not result in a Permanent Break in Service until the fourth year when the number of One-Year Breaks in Service (four) equals the full number of previously earned Vesting Credit (four).

**Beginning July 1, 1985**, a Break in Service becomes *permanent* if you have at least five consecutive One-Year Breaks in Service and the number of your consecutive One-Year Breaks equals or exceeds the number of your previously earned full Years of Vesting Credit.

**For Example:** After July 1, 1985, you have four Years of Vesting Credit, based on having 1,620 hours worked in each of four years. Then in the five years that follow:

YEAR	PARTICIPANT WORKS	TOTAL YEARS OF VESTING CREDIT	BREAK IN SERVICE YEARS
1	405 hours	4.00	1 year (temporary)
2	162 hours	4.00	2 years (temporary)
3	0 hours	4.00	3 years (temporary)
4	324 hours	4.00	4 years (temporary)
5	0 hours	0	5 years (permanent)

Although the four consecutive One-Year Breaks in Service equal the number of previously earned Vesting Credits (four), they do not result in a Permanent Break in Service because you must have at least five consecutive One-Year Breaks in Service before you incur a Permanent Break in Service. You eventually incur a Permanent Break in Service after the fifth year because, by that time, you have incurred five consecutive One-Year Breaks in Service.

In both of the above examples, you incurred a Permanent Break in Service because you had a number of consecutive One-Year Breaks in Service. If you had stopped the number of One-Year Breaks in Service from being consecutive by working at least 435 hours in a Plan Year, you would have prevented the Permanent Break in Service.

In other words:

- A One-Year Break in Service can be repaired – so long as the Break in Service is not permanent. For this purpose, all previous Breaks in Service years are disregarded after a Plan Year in which a Participant has at least 435 hours of work in Covered Service and/or Connecting Noncovered Service.
- Break in Service years will not be added together unless they come one right after the other, without interruption by years of at least 435 hours of work in Covered Service and/or Connecting Noncovered Service.

### CURING A PERMANENT BREAK IN SERVICE

If you incur a Permanent Break in Service (as described above), you may still “cure” the Permanent Break in Service – thereby restoring any cancelled Vesting Credit, Benefit Accrual Credit and accrued benefits based on Qualifying Contributions – if:

- You return to Covered Service and earn at least six Years of Vesting Credit before incurring another Permanent Break in Service; or
- You have a controlling interest in an Employer which is required to make contributions to this Plan under a collective bargaining agreement covering glaziers or glassworkers, and contributions are made to this Plan on behalf of such workers for six-consecutive Plan Years beginning on or after July 1, 1994.



## HOW YOU ACHIEVE VESTED STATUS

If you become Vested under the rules of this Plan, you shall have a right to receive a Normal Retirement Benefit – even if you cease working and never return to work in Covered Service. You may also be entitled to Early Retirement Benefits if you meet the Plan’s age and service requirements for that type of benefit.

You are Vested if:

- You attain Normal Retirement Age, as defined on page 2; or
- You are a Participant at a time when you attain at least age 52 and you are still a Participant when you accumulate at least 1-1/2 Years of Future Service Benefit Accrual Credits.
- Beginning July 1, 1997, you have at least one Hour of Service after June 30, 1997 while you are a Participant in this Plan, and have accumulated at least 5 Years of Vesting Credit (excluding any Vesting Credit lost due to a Permanent Break in Service).
- From July 1, 1976 through June 30, 1997, you accumulated at least 10 Years of Vesting Credit (excluding any Vesting Credit lost due to a Permanent Break in Service). Effective July 1, 1989, if you are **not** covered by a collective bargaining agreement, you are Vested if you have accumulated five Years of Vesting Credit (excluding any Years of Vesting Credit lost due to a Permanent Break in Service) and you have at least one Hour of Service after June 30, 1989.
- If you ceased to participate in this Plan before July 1, 1976, your vested status is determined in accordance with the Plan rules in effect at the time.

## **WHEN YOU ARE ELIGIBLE FOR PENSION BENEFITS AND HOW MUCH YOU WILL RECEIVE**

This section describes the types of pensions available under the Plan and the service, age and other requirements for each. The amount of a monthly pension benefit will vary according to a number of factors, including: when your benefits were accrued, when you apply for pension benefits, whether your benefits are subject to a benefits freeze rule or the Rehabilitation Plan and which payment option you select. The Plan Office can tell you about your eligibility and explain various factors which should be considered when you are ready to think about retirement.

### **NORMAL RETIREMENT BENEFIT**

#### **Eligibility Requirements**

You are eligible to receive a Normal Retirement Benefit on the date:

- You reach age 62 and you have achieved Vested status, as described on page 19, or
- You reach age 65 and the fifth anniversary of your Plan participation, provided you worked at least one Hour of Covered Service on or after July 1, 1988 while you were a Participant in this Plan; or
- You have not worked at least one Hour of Covered Service on or after July 1, 1988, you reach age 65 and the tenth anniversary of your Plan participation.

#### **Normal Retirement Benefit Amount**

The amount of your monthly Normal Retirement Benefit depends on:

- The number of Benefit Accrual Credits earned;
- The amount payable for each Benefit Accrual Credit before July 1, 1974 (determined by your Weekly Contribution Rate and Work Jurisdiction); and
- The percentage of the Qualifying Contributions required to be made with respect to your work after June 30, 1974.

#### **Monthly Benefit Earned Before July 1, 1974**

The portion of your Past Service and Future Service Benefit earned before July 1, 1974 is calculated by multiplying the Benefit Accrual Credit earned before July 1, 1974 by the monthly benefit amount determined using the Weekly Contribution Rate applicable to the Work Jurisdiction in which you earned your first Hour of Covered Service.

**Past Service Benefits.** The *maximum* monthly benefit amount payable for each Year of Past Service Benefit Accrual Credit is \$37.50 for a Participant whose Weekly Contribution Rate is at least \$22.00. The maximum amount will be reduced proportionately for Participants with lower Weekly Contribution Rates.

**Future Service Benefits Earned from July 1, 1963 through June 30, 1974.** The *maximum* monthly benefit amounts payable for each Year of Benefit Accrual Credit earned for this period are as follows:

Weekly Contribution Rate	Maximum Monthly Benefit Amount for each Year of Benefit Accrual Credit
\$40.75 or higher	\$37.50
\$30.00 but less than \$40.75	\$35.23
Less than \$30.00	\$35.23 Amount Reduced Proportionately

**Monthly Pension Earned on and after July 1, 1974**

The portion of your monthly pension earned on and after July 1, 1974 is determined in a completely different way. It is based on a percentage of the Qualifying Contributions payable with respect to your work in Covered Service. The percentage factor is multiplied by the amount of Qualifying Contributions during a Plan Year as follows:

Period Effective	Percentage of Qualifying Contributions
July 1, 1974 through June 30, 2002	5.0%
July 1, 2002 through June 30, 2003	2.6%
July 1, 2003 through June 30, 2005	1.3%
July 1, 2005 to present	1.0%
<b>Note:</b> Qualifying Contributions do not include certain “off-benefit” amounts. See page 3 for more details.	

**Important**

If you have a Computation Break in Service or become employed in Noncovered Glazing Service after July 1, 1994, the amount of the monthly benefit you earned before the Computation Break or Noncovered Glazing Service will be frozen and determined under the terms of the Plan in effect at the end of the Computation Break period or on the date you entered Noncovered Glazing Service (unless such rules are cured as described on page 5). If you return to Covered Service after the Computation Break or period of Noncovered Glazing Service and earn additional benefits, the monthly pension amount earned after your return will be based on the amount payable by the Plan at that time.

***Here is an example*** of how the Normal Retirement Benefit is calculated for a pension effective July 1, 2013. Assume the Participant has worked continuously in Covered Service since the 1993-94 Plan Year, has total contributions for each Plan Year as shown below and has not incurred a Computation Break in Service. This is only intended to be an example and each individual Participant’s work and contribution rate history is different. The contribution totals do not include any “off-benefit contributions” that are earmarked solely for the purpose of improving the funding of the Plan.

<b>Plan Year</b>	<b>Amount of Contributions</b>	<b>Credits</b>	<b>Benefit Rate</b>	<b>Normal Retirement Amount</b>
1993-1994	\$4,500.00	1	5.0%	\$225.00
1994-1995	4,500.00	1	5.0%	225.00
1995-1996	4,500.00	1	5.0%	225.00
1996-1997	4,500.00	1	5.0%	225.00
1997-1998	4,500.00	1	5.0%	225.00
1998-1999	4,500.00	1	5.0%	225.00
1999-2000	4,500.00	1	5.0%	225.00
2000-2001	4,500.00	1	5.0%	225.00
2001-2002	4,500.00	1	5.0%	225.00
2002-2003	4,500.00	1	2.6%	117.00
2003-2004	4,500.00	1	1.3%	58.50
2004-2005	4,500.00	1	1.3%	58.50
2005-2006	4,950.00	1	1.0%	49.50
2006-2007	4,950.00	1	1.0%	49.50
2007-2008	4,950.00	1	1.0%	49.50
2008-2009	4,950.00	1	1.0%	49.50
2009-2010	4,950.00	1	1.0%	49.50
2010-2011	4,950.00	1	1.0%	49.50
2011-2012	4,950.00	1	1.0%	49.50
2012-2013	5,292.00	1	1.0%	52.92
		Normal Retirement Benefit <i>After Rounding</i>		\$2,658.42 <b>\$2,658.50</b>

As illustrated above, the greater the contributions (which are based on your hourly contribution rate and hours worked), the higher your Retirement Benefit. The actual benefit amount may be limited by Internal Revenue Service Code Section 415.

## **EARLY RETIREMENT BENEFIT**

### **Eligibility Requirements**

You are eligible to receive an Early Retirement Benefit on the later of the date:

- you achieve Vested status, and
- you reach age 52, and
- you have earned at least 1½ Years of Future Service Benefit Accrual Credit.

Effective July 1, 2011, in order to receive an unreduced Service Pension, you must also have completed a minimum Hours of Service as described below.

### **Early Retirement Benefit Amount**

The amount of the Early Retirement Benefit is determined in the same manner as the Normal Retirement Benefit (see page 20) if you qualify under the Recommended Schedule Service Pension of the

Rehabilitation Plan. Otherwise, the Early Retirement Benefit is reduced so that it is the actuarial equivalent of your Normal Retirement Benefit.

**Exceptions:**

- **Noncovered Glazing Service Freeze Rule.** For Vested Participants who retire on or after July 1, 1997 and have worked in Noncovered Glazing Service before retirement, the Early Retirement Benefit will be based on the early retirement reduction factors, and other provisions, in effect under the Plan when they last earned Vesting Credit prior to working in the Noncovered Glazing Service. However, this rule may be waived **once** in a Participant’s lifetime if he/she returns to Covered Service after working in Noncovered Glazing Service and earns at least six Years of Vesting Credit. Regardless, if lower factors under the Recommended Schedule of the Rehabilitation Plan apply to a Participant, those lower factors will be used in calculating his/her Early Retirement Benefit.
- **Rehabilitation Plan – Recommended Schedule Service Pension.** For Vested Participants who retire on or after July 1, 2011 and who are covered under the Rehabilitation Plan Recommended Schedule, the amount of the Early Retirement Service Pension is determined in the same manner as the Normal Retirement Benefit (see page 20) only if the Participant:
  - Is at least age 52 with 60,000 hours of credited service; or
  - Is at least age 55 with 54,000 hours of credited service; or

If the Participant does not satisfy either of the above two requirements, the amount of the Participant’s entire Early Retirement Benefit is reduced from the amount payable as a Normal Retirement Benefit for each month that he/she is younger than age 62 as follows:

Participant Age	Percentage of Normal Retirement Benefit Payable (Percentages shown for whole years. Actual percentages based on age in years and months)
62	100%
61	90.16%
60	81.46%
59	73.74%
58	66.88%
57	60.75%
56	55.27%
55	50.36%
54	45.94%
53	41.96%
52	38.37%

*Example:* A 52-year-old Participant with a \$1,000.00 per month accrued benefit at Normal Retirement Age, but who does not have 60,000 hours of credited service would receive a monthly benefit of \$383.70.

## **DISABILITY RETIREMENT BENEFIT**

### **Eligibility Requirements**

If you become Disabled, you are eligible for a Disability Retirement Benefit if:

- You have 1<sup>1</sup>/<sub>2</sub> Years of Future Service Benefit Accrual Credits (this requirement may not apply if you worked in 1962 under certain collective bargaining agreements); and
- You have a Disability Award from the Social Security Administration, or can establish that such an Award was unavailable solely because of the absence of enough quarters of coverage to qualify under the Social Security Law; and
- You earned at least <sup>1</sup>/<sub>2</sub> Year of Benefit Accrual Credit during the period which consists of the Plan Year in which your Social Security Disability Benefits began and the two preceding Plan Years. (Hours of Reciprocal Service earned under another plan may be counted toward satisfying this eligibility requirement.)

### **Proof of Disability**

You are considered “Disabled” if you have a Social Security Disability Award. Evidence of this can be shown by submitting one of the following to the Plan Office:

- A copy of your Social Security Disability Award; or
- A letter from the Social Security Administration showing entitlement to a Social Security Disability Award. The letter must show the effective date of your Social Security disability payments.

If you cease to be “Disabled,” payment of your Disability Retirement Benefit will cease. Until you reach Normal Retirement Age (62), you will be required to provide proof each year that you continue to qualify for a Social Security Disability Award. Once you reach Normal Retirement Age, you will continue to receive pension payments – even if you recover from your disability.

### **Disability Retirement Benefit Amount**

**Rehabilitation Plan – Recommended Schedule.** For a Participant who is not in pay status as of July 1, 2011 (even if Social Security subsequently determines the onset date of “disability” to be prior to July 1, 2011), the amount of the Disability Retirement Benefit is reduced from the amount payable as a Normal Retirement Benefit for each month that he/she is younger than age 62 as shown in the table below:

<b>Participant Age</b>	<b>Percentage of Normal Retirement Benefit Payable (Percentages shown for whole years. Actual percentages based on age in years and months)</b>
62	100%
61	90.16%
60	81.46%
59	73.74%
58	66.88%
57	60.75%
56	55.27%
55	50.36%
54	45.94%
53	41.96%
52	38.37%
Below 52	Additional reductions apply

**When Disability Retirement Benefits Are Payable**

Your Disability Retirement Benefit is payable beginning on the date you are entitled to Social Security Benefits. Generally, this is the sixth month after Social Security determines you to have been totally disabled. The Plan will make payments retroactive to that date, except that retroactive payments will not go back more than two years prior to the date your application for benefits is received by the Plan Office.

**Recovery by a Disability Pensioner Before Normal Retirement Age (62)**

The Disability Retirement Benefit is payable for as long as you remain totally disabled. If you recover from your disability or learn that your Social Security disability benefits are being stopped, you should notify the Plan Office immediately after receiving notice from the Social Security Administration. Your Disability Retirement Benefit payments will then stop. The failure to do so may result in the overpayment of benefits which must be recovered by the Plan and may result in your pension being delayed when you again apply for retirement.

If you return to a job in Covered Service, you will begin to earn additional Service Credit and benefit accruals. When you retire again, your Retirement Benefits will not be affected by your earlier Disability Retirement Benefit payments – unless you owe the Plan for prior overpayments of Disability Retirement Benefits.

## **Recovery by a Disability Pensioner After Normal Retirement Age (62)**

Once you reach Normal Retirement Age, your pension will continue even if you recover from your disability, as long as you remain retired.

## **HOW YOUR PENSION WILL BE PAID**

When you make your decision to retire, you will be asked to choose the way you want your pension to be paid. The forms of payment available to you are described in this section.

### **STANDARD FORM IF YOU ARE SINGLE**

#### **Life Annuity**

If you retired prior to July 1, 2011 and were single, you receive monthly pension payments guaranteed for 60 months after your retirement date. The same is true if you were married and you and your spouse rejected the Marital Annuity. Benefits are paid to you for your lifetime, but if you live less than 60 months after retirement, monthly payments will continue to your beneficiary for the remainder of the 60-month period.

*For Example:* If a Participant's pension became effective September 1, 1997, and he/she died in August 1998 (12 months later), his/her beneficiary would have received payments under this Plan through August 2002 (60 payments minus 12 payments received = 48 months remaining) so that between the two of them, a total of sixty payments were received.

#### **New Rule Effective July 1, 2011**

- **Rehabilitation Plan – Recommended Schedule.** For pensions with an effective date on or after July 1, 2011, the Life Annuity will no longer have a guarantee of 60 monthly payments. In other words, there will be no further payments payable to any beneficiary regardless of when you die after your pension payments begin.

### **STANDARD FORM IF YOU ARE MARRIED**

#### **100% Marital Annuity**

If you were married when you retired before July 1, 2011, you automatically received a 100% Marital Annuity with a 60-month guarantee. Under this form of payment, you received a monthly amount for your lifetime, and after your death, your surviving spouse receives a lifetime monthly benefit equal to 100% of the amount you were receiving at the time of your death. There was no reduction in your benefit for this form of payment, which means that both you and your spouse receive 100% of the benefits that you accrued by your retirement date. In addition, if both you and your spouse die before at least 60 monthly payments have been made, the remainder of the 60 monthly payments are paid to your designated beneficiary (see page 31).

#### **Exceptions:**

- **Rehabilitation Plan – Recommended Schedule.** For pensions with an effective date on or after July 1, 2011, the 100% Marital Annuity continues to be the automatic form of payment if you



are married when you retire. However, it no longer has a guarantee of 60-monthly payments. In other words, there will be no further payments payable to any beneficiary regardless of when you and your spouse die after your pension payments begin.

- f Noncovered Glazing Service.** If your benefits are frozen as a result of work in Noncovered Glazing Service as of July 1, 1997, the 100% Marital Annuity is not available to you and you will automatically receive the 50% Marital Annuity that was in effect on the date of the freeze.

Under the 50% Marital Annuity, you receive a reduced monthly amount for your lifetime, and after your death, your spouse will receive a lifetime monthly benefit equal to 50% of the reduced amount you were receiving. The amount you would normally receive will be reduced to take into account the expected life span of you and your spouse. The amount of the reduction will be based on the 50% Marital Annuity in effect under the Plan on the date of your freeze. Different reduction formulas apply depending upon when your freeze occurred. If you engaged in Noncovered Glazing Service as of July 1, 1997, you should contact the Plan Office to find out the reduction formula that applies to your particular situation.

*Example:* A Participant retires with a Normal Pension in the amount of \$1,000.00 per month. He/she and his/her spouse are both age 62. Because he/she worked in Noncovered Glazing Service and all of his/her benefit is subject to its benefit freeze rule, the 100% Marital Annuity is not available to him/her. At the time of his/her freeze, the 50% Marital Annuity formula provided for Participants with spouses who were the same age to receive 87% of their benefit. The 87% factor would be adjusted upward or downward depending on how much older or younger the spouse was compared to the Participant. Therefore, under the 50% Marital Annuity, the amount of this Participant's pension is reduced from \$1,000.00 to \$870.00 per month and, if he/she dies before his/her spouse, he/she will continue to receive \$435.00 per month for the remainder of his/her life.

Depending upon when your freeze occurs, a "pop-up" feature in connection with the 50% Marital Annuity may be available for you to elect. Under this feature, if the spouse to whom you were married on your pension effective date dies before you, your monthly benefit will "pop-up" to the amount payable as if you had not elected the 50% Marital Annuity. If this feature is available and you elect it, your pension benefit will be reduced by an additional 2%.

You may – with the consent of your spouse – reject the 50% Marital Annuity form of payment in favor of one of the other options offered by the Plan at that time.

The Noncovered Glazing Service rule determines whether or not the 100% Marital Annuity is available to you and, if not, what formula applies if you elect the 50% Marital Annuity. However, a Rehabilitation Plan Schedule formula will supersede any freeze formula if it produces a lower benefit.

### **OPTIONAL PAYMENT FORM – 75% MARITAL ANNUITY**

In cases where the 100% Marital Annuity is provided at no cost to the Participant (e.g., Participants who have not engaged in Noncovered Glazing Service and who are not covered under the Rehabilitation Plan Default Schedule for benefits accrued on or after July 1, 2011), it does not make sense for a married Participant to elect another payment form. However, in cases where there is a cost to electing a 100% Marital Annuity or the 50% Marital Annuity (with an actuarial reduction) is the only available payment form for a married Participant, a Participant may wish to elect an alternative 75% Marital Annuity.

Under the 75% Marital Annuity, you will receive a reduced monthly amount for your lifetime, and after your death, your spouse will receive a lifetime monthly benefit equal to 75% of the reduced amount you were receiving. The amount you would normally receive will be reduced to take into account the expected

life span of you and your spouse. The amount of the reduction will be based on the age of you and your spouse on your date of retirement.

The table below shows how a Participant’s benefit is adjusted for the 75% Marital Annuity at selected Participant and spouse ages. For the sake of simplicity, we have assumed that both the Participant and spouse are the same age.

Age of Participant and Spouse	Percentages
Both are age 52	91.43%
Both are age 55	90.14%
Both are age 60	87.58%
Both are age 62	86.37%
Both are age 65	84.42%
Both are age 70	81.17%

*Example:* A Participant retires and elects a 75% Marital Annuity for \$500.00 of his/her Normal Pension. He/she and his/her spouse are both age 62. The amount of his/her \$500.00 pension is reduced to \$431.85 per month and, if he/she dies before his/her spouse, he/she will continue to receive \$323.89 per month for the remainder of his/her life.

### **Some Important Facts Concerning the Marital Annuities**

- Any one of the Marital Annuities protects only the spouse legally married to you on your pension effective date. In addition, you and your spouse must have been legally married for at least one year ending on or before your death.
- If you divorce and remarry, your new spouse will not be entitled to any benefits under the Marital Annuity, and your first spouse will still be eligible to receive the survivor benefit.
- If the spouse to whom you were married to on your pension effective date dies before you and you remarry, your new spouse will not be entitled to any Marital Annuity survivor benefit.
- If a 50% Marital Annuity “pop-up” feature was available to you and you elected it when you retired, your benefit will “pop-up” to the amount payable as if the 50% Marital Annuity had not been elected if you are predeceased by your spouse.
- If your entire benefit is subject to the 50% Marital Annuity because you worked in Noncovered Glazing Service, you may – with your spouse’s consent – choose to reject the 50% Marital Annuity and elect either the 75% Marital Annuity or a Single Life Annuity by signing forms provided by the Plan Office.

## ELECTING A PAYMENT FORM

When you apply for your pension, you will be sent documents explaining the following:

- Your right to defer payment of your benefit to a later date and any consequences of failing to defer payment (For example: If you are applying for an Early Retirement Benefit with an age reduction and you decide to retire with an Early Retirement Benefit on a later date, your benefit will be larger since you will be closer to age 62 at that time).
- A detailed explanation of terms and conditions of the various payment forms, including your right to make and the effect of any election waiving the standard form of payment and, if you are married, the right of your spouse to consent to any election to waive the standard form of payment for married participants, and your rights to revoke any prior election/waiver during the election period ending on the effective date of your pension.
- The relative actuarial values of benefits payable under the Plan's different payment forms.

You have the right to review this material during the 180-day period prior to your pension effective date. In order for the election of you and your spouse (if applicable) to be valid, it must be made within this period. You and your spouse may also revoke any prior election made during this period. If you want your pension effective date to be sooner than 30 days or less after getting the payment form explanations, you and your spouse need to sign a written waiver of your right to review the materials for a longer time.

Documents involving you and your spouse's election or waiver of a payment form must be witnessed by a notary public or an authorized Plan representative.

Your retirement benefit will be paid according to the standard form that applies to you unless you and your spouse (if applicable) reject this form of payment.
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## **BENEFITS IN THE EVENT OF YOUR DEATH BEFORE RETIREMENT**

This section describes the death benefits payable to your surviving spouse if you should die prior to receiving benefits from this Plan. If you are a married Participant, your surviving spouse may be eligible to receive a Pre-Retirement Marital Annuity.

### **PRE-RETIREMENT MARITAL ANNUITY**

If you are a married Participant, a Pre-Retirement Marital Annuity protects your spouse if you should die prior to receiving a pension benefit, if:

- You have achieved Vested status (as described on page 19); and
- You and your spouse have been married during the twelve-month period prior to your death.

The Pre-Retirement Marital Annuity is payable for your surviving spouse's lifetime.

**If you die after becoming eligible for Early Retirement Benefits**, your surviving spouse will receive an amount equal to the survivor annuity that would have been payable had you retired the day prior to your death and elected a 100% Marital Annuity with your surviving spouse beginning to receive a lifetime monthly benefit beginning the first of the next month.

**If you die prior to becoming eligible for Early Retirement Benefits**, the amount payable to your surviving spouse will be equal to the survivor annuity that would have been payable had you retired on your earliest retirement date with a 100% Marital Annuity. Benefits to your spouse will begin on the first of the month following the month in which you would have become eligible for Early Retirement Benefits had you lived.

#### **Exceptions:**

- **Noncovered Glazing Service.** If your benefits are frozen as a result of work in Noncovered Glazing Service as of July 1, 1997, your benefits are subject to adjustment for early retirement (if you are younger than age 62 on your date of death) and your surviving spouse will then receive pre-retirement death benefits in accordance with the 50% Marital Annuity (including adjustment factors) that was in effect on the date of your benefit freeze.
- **Rehabilitation Plan – Recommended Schedule.** Note that changes made to how Early Retirement Benefits are calculated under the Recommended Schedule will similarly affect how the Early Retirement Benefit portion of the Pre-Retirement Marital Annuity is calculated.

### **NAMING A BENEFICIARY**

If the Life Annuity with a guarantee of 60 monthly payments or 100% Marital Annuity with a guarantee of 60 monthly payments was available to you at retirement and you elected either payment form, you may name anyone as beneficiary to receive any payments remaining in the guarantee period. You can also change your beneficiary at any time.

In the case of the Life Annuity with the 60-payment guarantee, if you are married you may designate your spouse as beneficiary. However, if you wish to designate or change your designation to a non-spouse beneficiary, your spouse must consent to your designation. You can change your beneficiary at any time

provided again that you obtain your spouse's consent. A beneficiary can only be designated by you and your spouse properly completing a waiver form provided by the Plan Office.

In the case of the 100% Marital Annuity with the 60-payment guarantee, you may designate a beneficiary to receive any remaining payments in the event that both you and your spouse die before receiving 60 payments. In this case, you are not required to obtain your spouse's consent.

If a beneficiary is not named, or if the named beneficiary dies before receiving the full 60 benefit payments under the Life Annuity (described on page 26) or 100% Marital Annuity, the remaining payments will be payable to individuals or classes of individuals in the following order:

- surviving spouse,
- surviving children in equal shares,
- surviving beneficiary designated in the Participant's Union Book, or
- your estate.

If you have named your spouse as beneficiary for the Life Annuity, that designation is automatically revoked if the marriage is dissolved, unless a qualified domestic relations order provides otherwise. You will then need to designate a new beneficiary by completing a new beneficiary card. If you wish, you could continue to designate your former spouse as your beneficiary, but must complete a new beneficiary card to do so.

**Important**

You should be sure that you have a BENEFICIARY CARD *on file with the Plan Office* and if so, that it is up to date. You may obtain a BENEFICIARY CARD from the Plan Office or your local Union office.

**AUTOMATIC LUMP-SUM PAYMENT OF BENEFITS**

If you, your spouse, or other payee is entitled to pension benefits whose actuarial present value is \$1,000 or less, the benefit shall be paid in a single lump-sum payment. In such case, you do not have the option of electing another form of payment. Such payment would represent you or other payee's full entitlement to benefits under the Plan.

## **APPLICATIONS, TAXES, BENEFIT LIMITS, PENSION EFFECTIVE DATES AND APPEALS**

### **APPLICATION FOR RETIREMENT BENEFITS**

In addition to qualifying for a pension benefit, you, your spouse, beneficiary or QDRO alternate payee, must file an application before any benefits can be paid. A pension application can be requested from the Plan Office at the following address:

NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL METAL  
AND GLASSWORKERS PENSION PLAN  
c/o Health Services & Benefit Administrators, Inc.  
4160 Dublin Boulevard, Suite 400  
Dublin, CA 94568-7756  
(800) 222-6298

You should complete, sign, and send your application to the Plan Office so that it is received before the first of the month you want your pension to start. You must send proof of your date of birth with your application. If you are married, you will need to provide proof of your marriage and your spouse's date of birth. If you are divorced, you should send a copy of your divorce decree or qualified domestic relations order (QDRO), so that the Plan Office can determine if your former spouse is entitled to any portion of your pension benefit.

#### **Payment of Retirement Benefits and Retroactive Annuity Starting Dates**

When you apply for your retirement benefits, you will receive information necessary for you to make an informed decision concerning how you wish to have your pension paid to you (see "Electing a Payment Form"-page 28). Based on when you notify the Plan Office of your intent to retire, it is possible that you will not receive the payment form information until after your desired pension effective date. In this situation, you will be given a choice between (1) having your benefit paid in a lump-sum (with interest) to cover missed payments between your pension effective date (now called your "retroactive annuity starting date") and when your first check is issued, or (2) electing a later pension effective date. By electing a later pension effective date, you will not receive a lump-sum payment (with interest), but the monthly amount of your pension may be larger than if you have chosen a retroactive annuity starting date. If you elect a retroactive annuity starting date, you must obtain your spouse's consent. The retroactive annuity starting date rules do not apply to Disability Retirement Benefits, so although you may receive an initial retroactive payment, it will not include interest.

#### **Disability Retirement Benefit**

If you are applying for a Disability Retirement Benefit, you must submit proof that you have been awarded a Social Security disability benefit by the Social Security Administration. If you send in your application before you receive notice of entitlement to a Social Security Disability Award, you should indicate on the application that you have also applied for a Social Security Disability Award. As soon as you receive your notice of entitlement to a Social Security Disability Award, it should be sent to the Plan Office in order to have your retirement benefit begin on time. In any case, payment of your Disability Retirement Benefit will not be made more than two years prior to the date your application for benefits is received by the Plan Office.

### **Reaching “Age 70 1/2” Required Beginning Date**

The Plan must begin payment of your pension by the April 1st following the later of (1) the calendar year in which you reach age 70 1/2 or (2) the calendar year in which you retire. This is known as your “Required Beginning Date.”

Payment must commence by your Required Beginning Date – whether or not you apply for benefits. If payment of your benefits does not commence by your Required Beginning Date, there may be income tax penalties. Therefore, it is important that you keep the Plan Office informed of your current address and contact it in advance of reaching age 70 1/2.

### **APPLICATION FOR PRE-RETIREMENT MARITAL ANNUITY PENSION**

An eligible Participant’s surviving spouse or beneficiary must file an application with the Plan Office for these benefits on a form furnished by the Trust. An application should be obtained from the Plan Office shortly after the Participant’s death so that payments may begin as soon as possible.

### **FEDERAL INCOME TAX WITHHOLDING**

Payments from pension plans are reported to the Internal Revenue Service and the appropriate state tax agency (the State Franchise Tax Board in the case of California). The timing and the form in which you and/or your survivors receive benefits may affect your taxes. The information below is general in nature and is not intended to represent tax advice concerning your personal situation. In addition, Plan Office staff cannot provide tax advice. Prior to applying for and receiving benefits from the Plan, you may wish to consult your own professional tax or financial advisor.

#### **Withholding from Periodic Payments**

Federal income taxes will be automatically withheld from any benefits paid by the Trust which exceed the limits established by the Internal Revenue Service unless you elect not to have income taxes withheld. You will be given complete information and the opportunity to elect or reject withholding when you apply for benefits.

#### **Withholding from Lump-Sum Payments**

If you, your surviving spouse or other beneficiary are to receive a form of payment of benefits (generally a lump-sum) that is considered by the Internal Revenue Service to be an “eligible rollover distribution,” the Plan must withhold 20% of the distribution for income tax purposes. However, eligible rollover distributions can be rolled over into an IRA or other tax-exempt retirement plan willing to accept the distribution. If you request a “direct” rollover (i.e., the Plan pays the money directly to the other eligible retirement plan instead of to you) and the other plan accepts rollovers, the 20% withholding is not mandatory. At the present time no required distributions qualify as eligible rollover distributions.

You will be given complete information when you apply for benefits and the opportunity to elect or reject rollover treatment if your benefit is subject to the 20% mandatory withholding. Again, prior to making an election, you may wish to consult a professional tax or financial advisor.

## **INTERNAL REVENUE CODE LIMITATIONS ON BENEFITS PAYABLE FROM THE PLAN**

You may be affected by Internal Revenue Code Section 415 limits if your full retirement benefit exceeds a fixed dollar amount set by the government, adjusted for each year that you are younger or older than the Social Security Retirement Age when you retire.

### **PENSION EFFECTIVE DATES**

#### **General**

Pensions are only effective on the first day of the month, and the pension application form must be filed with the Plan Office at least one calendar month prior to the effective date of the pension. For example, if you want to receive your first pension payment on July 1, your application must be received at the Plan Office by June 1.

#### **Disability Retirement Benefits**

Payment of the Disability Retirement Benefit may begin on the date you are entitled to Social Security Disability Benefits, as shown on the notice of entitlement to a Social Security Disability Benefit; however payment will not be made more than two years prior to the date your application for benefits is received by the Plan Office.

#### **Benefits After Normal Retirement Age (62) but Prior to “Age 70 1/2” Required Beginning Date**

If you are eligible for a Normal Retirement Benefit, and are not working in “Industry Service” (as described on page 37), but delay filing a pension application until sometime after you reach Normal Retirement Age, you are entitled to an adjustment in your pension benefits to cover the missed payments beginning with the first day of the month following the month in which you reached Normal Retirement Age or, if later, retired from Industry Service. You may elect to receive either:

A retroactive single sum payment to cover the missed payments plus interest; or

f An actuarially increased monthly benefit in lieu of the single sum payment to covered the missed payments.

The single sum payment or actuarial increase will not be made for periods during which you worked 40 hours or more during any calendar month in “Industry Service.”

#### **Benefits at “Age 70 1/2” Required Beginning Date**

Your pension effective date cannot begin later than your required beginning date (see page 34). Unless you are a “5% owner”, your required beginning date is the April 1<sup>st</sup> following the calendar year in which you attain age 70 1/2 or, if later, retire. If you are a 5% owner, your required beginning date is the April 1<sup>st</sup> following date you attain age 70 1/2 regardless of whether you are “retired.”



## **APPEALING A DENIAL OF BENEFITS**

The Plan's claims and appeals procedures are contained in Appendix B of the Pension Plan Document. A copy of the Appendix and other documents pertaining to its claims and appeals procedures may be obtained without charge by contacting the Plan Office.

### **Denial of Benefits**

If you or your beneficiaries apply for benefits and the Plan denies your claim for benefits, the denial notice will include:

- The specific reason(s) for the decision with references to the specific Plan provision(s) on which the claims denial is based.
- A description of any additional material or information necessary for you to perfect your claim and an explanation as to why such material or information is necessary.
- A description of the Plan's review procedures and the time limits applicable to those procedures.
- A statement of your right to bring court action under ERISA Section 502(a) following an adverse decision upon appeal.

### **Filing an Appeal of Denial of Benefits**

If your application for benefits is denied or if you have reason to believe you did not receive the full amount of benefits to which you are entitled, you may file an appeal with the Board of Trustees to request a review of the denial.

The petition must be in writing and should clearly state the reasons why your pension application should be reviewed. In support of your appeal, you may submit written comments, documents, records or other information related to the appeal.

Upon written request, you may request – at no charge – reasonable access to and copies of any documents, records and other information if they (1) were relied upon in making the initial determination; (2) were submitted, considered or generated in the course of making the benefit determination – even if not relied upon, (3) demonstrate that the Plan provisions have been followed and applied consistently with respect to similarly situated individuals, or (4) constitute a statement of policy or guidance with respect to the Plan concerning the denied benefits – whether or not relied upon.

It must be received in the Plan Office (at the address shown below) within 60 days after receipt of the notice advising you about your pension. If the petition is not filed within the required 60-day period, the right to a review of the denial is waived.

NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL METAL  
AND GLASSWORKERS PENSION PLAN  
c/o Health Services & Benefit Administrators, Inc.  
4160 Dublin Boulevard, Suite 400  
Dublin, CA 94568-7756  
(800) 222-6298

## **Review of the Appeal**

Appeals are reviewed at the next regularly scheduled meeting of the Board of Trustees. However, if your written appeal is received within 30 days of the scheduled Board of Trustees meeting, it will instead be heard at the next scheduled Board of Trustees meeting. If special circumstances result in additional time needed to consider your case, the appeal may be decided upon at the third scheduled meeting. You will be notified of any extension of time for review.

The Board of Trustees review of your appeal will take into account all comments, documents, records, and other information submitted by you without regard to whether such information was submitted or considered when your claim was originally denied.

A decision will be made and communicated to you in writing by the Board of Trustees within 5 days after the appeal is decided.

If your appeal is denied, the notice of denial will contain the following information:

- The specific reason(s) for the decision with references to the specific Plan provision(s) on which the appeals denial is based.
- A statement that you are entitled to receive upon request and without charge, reasonable access to and copies of all documents, records and other information relevant to your claim.
- A statement of your right to bring court action under ERISA Section 502(a). Following the issuance of the appeals denial, you have no right to appeal or arbitrate the Board's decision.

This procedure must be followed by anyone who believes he/she should not have been denied a benefit; or who believes his/her pension benefit should be increased. The appeal process must be exhausted before any other action may be taken with respect to a claim.

## **RETIREMENT, WORKING AFTER RETIREMENT, AND SUSPENSION OF BENEFITS**

### **RETIREMENT**

In order to receive monthly pension payments from this Plan, you must be retired. Being “retired” means that you are not working during any calendar month in the type of employment and under the conditions described below. You may, however, work at any other type of job without having your pension payments stopped.

#### **Retirement at or after Age 62**

To be considered retired at or after age 62, you must not work in “Industry Service” for 40 hours or more in a given calendar month.

Industry Service is work which can be described by *all* of the following statements:

- Work for an employer whose business activities are of the type engaged in by any Employer required to contribute to this Plan at the time your retirement benefits began; *and*
- Work which makes use of any skills you used while contributions to this Plan were being made on your behalf, or supervisory activities related to those skills, or other occupation using those skills; *and*
- Work within the states of California and Nevada.

#### **Retirement Before Age 62**

To be considered retired before age 62, you must not work in “Industry Service” for one or more hours in a given calendar month.

#### **Participant’s Right to Information Concerning Suspendible Employment**

You may request a determination as to whether employment that you are contemplating will lead to a suspension of your monthly pension benefit payments. Unless there are unusual circumstances involved, your request will be answered within a reasonable period of time, but not later than 10 days following the next scheduled Board of Trustees meeting which is held at least two weeks after your request is received.

#### **Retirement After Required Beginning Date**

Your benefits are not subject to suspension after your required beginning date.

### **SUSPENSION OF PENSION PAYMENTS**

If you are a pensioner and take a job of the type described above, you are no longer considered to be retired and must notify the Plan Office, in writing, within 31 days after you start work. Your benefits will then be suspended.

Furthermore, as a condition to resuming your pension and receiving future payments, you must furnish upon request such information, as the Plan requires to verify your continuing eligibility. If you fail to

notify the Plan Office of such work, the Plan will presume that you are working in Industry Service in either California or Nevada and exceed the Plan's minimum number of allowable hours for the month.

If your payments are suspended, you will be given notice by the Plan of such suspension and the specific reasons relating to the suspension.

### **PENSION PAYMENTS FOLLOWING SUSPENSION AND BENEFITS ACCRUED AFTER RETIREMENT**

Upon re-retirement, benefits shall be resumed with payment beginning no later than the third month after the last calendar month for which your benefit was suspended. When resumed after suspension, the pension earned prior to the suspension shall be in the same payment form and amount received prior to suspension. However, the pre-suspension benefit may be recalculated under the following circumstances:

- If your pension benefit was first payable as an Early Retirement Benefit, then upon your first (and only the first) *re-retirement* or death, your benefit will be recalculated as if you were retiring for the first time (based on your current age and the terms of the Plan in effect on your original Pension Effective Date) with your current age then reduced for each month you received Early Retirement Benefits before suspension in accordance with the provisions of the Plan.
- If your pension benefit is suspended due to your working in Covered Service before a Computation Break in Service occurs and a benefit improvement is made which applies to the service you earned prior to your suspension, then upon your first (and only the first) re-retirement or death, your benefit will be recalculated and the benefit improvement will apply to all the service you have earned, if:

You earn at least 480 Hours of Covered Service during the first 12-consecutive-month period of suspension and each 12-consecutive-month period of suspension thereafter. If you re-retire before the end of any 12-consecutive-month period after the first one, the minimum number of Hours of Covered Service needed for that short period shall be equal to the number of full months during the short period multiplied by 40.

A Pensioner who returns to work in Covered Service may be entitled to receive additional pension benefits when he/she retires again based on any additional benefits earned during the period he/she returned to Covered Service. The additional pension benefits earned may have a separate Annuity Starting Date with respect to the election of any payment options available under the Plan as described below.

The additional benefits earned will be determined as of the date the Pensioner retires again. If the Pensioner was:

- **Younger than Normal Retirement Age** when his/her pension first started, he/she may elect to receive the additional benefits in any payment form provided by the Plan.
- **Normal Retirement Age or older** when he/she last retired, the payment form elected at that time shall govern any additional benefits earned through reemployment after that date.

### **RECOVERY OF OVERPAYMENTS**

If a Pensioner received pension payments for any month during which he/she engaged in Industry Service after the period of suspension, the Plan will recover the amount of such overpayments. This may be in the form of offsetting the amount of your future monthly pension payments until such overpayment is totally recovered. You will be notified of the amount of the specific deductions prior to the offset.

## **ASSIGNMENT OF BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDERS**

You may not assign or transfer your benefits under this Plan or use them as security. However, the Plan will honor a qualified domestic relations order (“QDRO”).

A QDRO is a “domestic relations order” (“DRO”) issued by a state court that pertains to child support, alimony payments or the marital property rights of a spouse, former spouse, child or other dependent and assigns to such “alternate payee” the right to receive all or a portion of the Participant’s benefit.

In order to be a QDRO, the DRO must specify:

- The name and last known mailing address of the Participant and each alternate payee covered by the order,
- The amount of or percentage of benefits to be paid to each alternate payee, or the manner in which such amount or percentage is to be determined,
- The number of payments or period to which such order applies, and
- Specify that these conditions apply to this named Plan which is the Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan.

At the same time, the DRO must not:

- Require the Plan to provide any type or form of benefit not otherwise provided under the Plan,
- Require the Plan to pay increased benefits determined on the basis of actuarial value,
- Require payments in conflict with a previously issued qualified domestic relations order, or
- Require payments to begin before the Participant is eligible for a pension.

### **Procedure for Obtaining a QDRO**

You should have your attorney contact the Plan Office regarding your divorce, including the date of marriage and date of separation.

The Plan Office or the Plan’s attorney will supply you with a sample QDRO and pertinent information pertaining to your situation. While the sample QDRO contains elements that are consistent with the terms of the Plan, its use is not required. Since the division of marital assets is the subject of negotiation between the divorcing/divorced parties, the sample QDRO cannot be considered to protect the interest of either party. Accordingly, both parties must look to their own legal advisors for guidance prior to submitting a QDRO with the courts and Plan.

Your attorney or your ex-spouse’s attorney should then prepare a proposed QDRO based on your particular situation and submit it to the Plan’s attorney. Once the QDRO has been approved by all concerned, it should be filed with the court. After being filed, an endorsed copy must be filed with the Plan Office before any benefits can be paid directly to your ex-spouse.

## **PLAN AMENDMENTS**

The Board of Trustees may amend or modify the Plan at any time in accordance with the provisions of the Trust Agreement. However, no amendment or modification may decrease any Participant's accrued benefit payable at Normal Retirement Age.

## **PLAN INTERPRETATION**

The Board of Trustees has been given the sole power to construe any of the terms of the Plan and any such decision shall be binding to the fullest extent permitted by law.

## **SOME QUESTIONS AND ANSWERS**

### **WHO ADMINISTERS THE PLAN?**

A Board of Trustees consisting of an equal number of Union and Employer appointed individuals.

### **WHO IS COVERED BY THE PLAN?**

Only Employees of participating Employers who work under collective bargaining agreements with the Union are covered by the Plan. Employees of the Union are also covered by the Plan. Alumni who move to noncovered positions at participating Employers may continue to be covered.

### **ARE OWNERS COVERED BY THE PLAN?**

Not usually. The program does not cover any partners or self-employed persons. Shareholders of contributing Employers may be covered if they previously earned credit under the Plan as bargained Employees and currently qualify as alumni.

### **DO THE PENSIONS PROVIDED BY THIS PLAN AFFECT SOCIAL SECURITY BENEFITS IN ANY WAY?**

No. The benefits payable under this Plan are in addition to benefits paid under Social Security.

### **ARE PLAN DOCUMENTS AVAILABLE TO PARTICIPANTS AND BENEFICIARIES?**

Yes. Copies of the Trust Agreement, Pension Plan, Plan Amendments, statements of assets and liabilities and income and expenses of the Plan, and a summary of the annual report are available for inspection at the Plan Office during regular business hours and upon written request will be furnished by mail.

These documents will also be available for inspection, within 10 calendar days after they are requested, at the Union office and at the office of any contributing Employer who employs at least 50 Plan Participants.

In addition, copies of the collective bargaining agreements and the full annual report (Form 5500) are available for inspection at the Plan Office during regular business hours and upon written request will be furnished by mail upon payment of reasonable charges. You should therefore find out what the charge will be before writing and asking for copies of these documents.

**INFORMATION REQUIRED BY THE  
EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974  
(ERISA)**

1. The Plan is administered and maintained by the Board of Trustees.

The Board of Trustees is the Plan Administrator. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan Participants and beneficiaries in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). The Board of Trustees employs Health Services & Benefit Administrators, Inc. to provide administration services to the Plan.

The Plan Office is located as follows:

Board of Trustees  
Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan  
c/o Health Services & Benefit Administrators, Inc.  
4160 Dublin Boulevard, Suite 400  
Dublin, CA 94568-7756  
800) 222-6298

2. The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 94-6083001. The Plan number is 001.
3. This is a defined benefit pension plan.
4. The designated agent for service of legal process is:

Board of Trustees  
Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan  
c/o Health Services & Benefit Administrators, Inc.  
4160 Dublin Boulevard, Suite 400  
Dublin, CA 94568-7756  
800) 222-6298

5. The names, titles, and addresses of the Trustees are listed below:

**Union Trustees**

Chris Christophersen  
District Council 16 2705  
Constitution Drive  
Livermore, CA 94551

Brett Davis  
Local Union 1621  
2149 Oakland Road  
San Jose, CA 95131

Madison Hull  
District Council 16 2705  
Constitution Drive  
Livermore, CA 94551

John Tweedt  
Local Union 767  
7111 Governors Circle  
Sacramento, CA 95823

**Employer Trustees**

Chris Bagatelos  
Bagatelos Architectural Glass Systems  
2750 Redding Avenue  
Sacramento, CA 95820

John Buckley  
Architectural Glass & Aluminum  
6400 Brisa Street  
Livermore, CA 94550

John Maggiore  
Royal Glass Company  
3200 De La Cruz Boulevard  
Santa Clara, CA 95054-2602

Michael B Wells  
Pacific Glazing Contractors  
15320 Concord Circle  
Morgan Hill, CA 95037

Jeannie Simpelo (Alternate)  
Northern California Glass Management  
Association  
5677 Horton Street  
Emeryville, CA 94608

6. The Plan is maintained pursuant to various collective bargaining agreements. Copies of the collective bargaining agreements may be obtained upon written request and are available for inspection at the Plan Office during regular business hours from 8:30 a.m. to 5:00 p.m.
7. Benefits are provided directly from the Trust's assets.
8. All contributions to the Trust are made by contributing Employers in accordance with the collective bargaining agreement in force with the Union. The Plan Office will provide any Plan Participant or beneficiary, upon written request, information as to whether a particular Employer is contributing to this Trust on behalf of Participants working under the collective bargaining agreement.
9. The date of the end of the Trust's fiscal year is June 30.
10. The procedure for filing a claim is set forth on page 35 of this



## 11. Plan Termination and Termination Insurance

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33.00. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.00.

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 Problem Resolution Officer (Participants), 1200 K Street, N.W., Suite 9429, Washington, D.C. 20005-4026 or call (800) 400-7242 (toll-free) or (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (800) 400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

### **STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974**

As a Participant in the Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

#### RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan 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 (formerly the Pension and Welfare Benefits Administration).

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

Receive a summary of the Plan's annual financial report. The Plan Office 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 (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 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 a federal court. In such a case, the court may require the 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Plan Office. 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 Office, 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 (“EBSA”). For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at (866) 4443272 (toll-free) or contact the EBSA field office nearest you. You may also find answers to your Pension Plan questions at the website of the EBSA at <http://www.dol.gov/ebsa/>.

