

# Painters & Allied Trades District Council No. 35

2008

summary plan description

## Pension Plan



# Painters & Allied Trades District Council No. 35 Trust Funds

## UNION TRUSTEES

CHRISTIAN BRENNAN, *Sec. Treas.*

CHARLES FOGELL

JOSEPH GUARINO

JUSTIN DESMOND

RAYMOND PICKUP

JORGE RIVERA

## FUND OFFICE

25 COLGATE ROAD

SUITE 204

Roslindale, MA 02131-1105

Telephone (617) 524-1240

Or (800) 799-1240

Fax No. (617) 524-3557

Fax No. (617) 524-0227

## EMPLOYER TRUSTEES

THOMAS STEEVES, *Chairman*

THOMAS S. GUNNING

MARK E. KENNEDY

LAURENCE MILLER

MATTHEW SOEP

PETER TOWNSEND

DEBORAH COTTER, FUND ADMINISTRATOR

## **UPDATE TO HEALTH, PENSION AND ANNUITY** **SUMMARY PLAN DESCRIPTIONS**

Updates the names of the Board of Trustees listed on the inside cover of the Health, Pension and Annuity Summary Plan Description Books.

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# Meet Your Pension Plan

Happy 50th Anniversary to the Pension Plan! The Pension Plan has been in effect since October 6, 1958. It was designed to provide you with a set monthly income, payable when you retire from the Painters & Allied Trades District Council No. 35.

Your pension benefits are paid from a Trust that is completely funded by contributing employers. You do not contribute to the Pension Fund—it is provided as a reward for your years of service in the industry.

A Board of Trustees has been elected to oversee the Pension Plan and to make sure it is properly funded. Over the years, the Plan has been improved many times.

## We're 50!

It's been a great 50 years! We're proud that we've been able to provide retirement benefits to our participants and their beneficiaries for half a century.



## How the Plan Works

- You begin to earn your pension benefit when you become a participant in the Plan. You become a participant on the July 1st or January 1st after you complete 12 months of covered employment, as long as you are credited with at least 300 hours during that time.
- To remain a participant you must continue to work at least 300 hours per Plan Year in covered employment.
- Your vesting service is used for determining your eligibility for a pension. Your pension credits are used to determine the amount of your benefit.
- Once you are vested in the Plan (see page 7), you are officially entitled to your pension benefit and it can't be taken away from you—even if you leave the industry.
- Your Pension Plan has many types of pensions available to you, including options for early retirement and, in case of disability, a disability or partial disability pension.
- When it's time for you to receive your pension benefit, you get to choose how you'd like to receive payment. The Plan offers options for payment that provide a benefit to your spouse or beneficiary in the event of your death.







# Earning Your Pension Benefit

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# Pension Credits

You earn “pension credits” through your work in covered employment. These credits are used in determining the amount of your benefit at retirement. You will receive pension credits for your work in covered employment retroactively to your first hour of employment once you become a Plan participant.

## **Pension Credits (From July 1, 1970 – Present\*)**

The number of pension credits you earn depends on the number of hours you work. The following chart shows how credit is applied.

Hours Worked in a Plan Year	Pension Credits Earned
Fewer than 300	None
300 but fewer than 600	$\frac{1}{4}$ pension credit
600 but fewer than 900	$\frac{1}{2}$ pension credit
900 but fewer than 1,200	$\frac{3}{4}$ pension credit
1,200 or more	One pension credit

## **What are pension credits?**

Pension credits determine the amount of your pension benefit. Once you become a participant, you receive pension credits based on your hours of service in covered employment during a Plan Year for which contributions to the Plan are required to be made by your employer on your behalf.

## **If You Are an Apprentice**

You do not receive pension credits until you are a 70% or higher Apprentice. You will receive vesting service for the hours you work before you attain 70% Apprentice status.

## **What is the Contribution Period?**

The contribution period is the period of time during which your employer is required to make contributions to the Fund on your behalf. The contribution period for most participating employers to this Plan is from July 1, 1958 to the present.

\* During the period July 1, 1958 – June 30, 1970, fractional pension credits are not granted. If you worked fewer than 900 hours, you do not receive credit.



# Vesting Service

You will be credited with one year of vesting service for each Plan Year in which you work 900 or more hours in covered employment. You are vested in the Painters & Allied Trades District Council No. 35 Pension Plan after you've earned five years of vesting service. Once you are vested, no one can take the benefits you've earned away, even if you leave the industry before you retire.

You do not earn vesting service at the same rate that you earn pension credits. For example, if you complete 900 hours in covered employment during a Plan Year, you earn one year of vesting service and  $\frac{3}{4}$  of a pension credit.

If you work fewer than 900 hours in a Plan Year, you will receive partial vesting service as follows:

Hours You Work in Covered Employment in a Plan Year (July 1 - June 30)	Years of Vesting Service You Earn
Fewer than 300	None
300 but fewer than 600	$\frac{1}{4}$ of a year
600 but fewer than 900	$\frac{1}{2}$ of a year
900 or more	One year of vesting service

## Earning Vesting Service Without Earning Pension Credits

Under certain circumstances, you might accumulate years of vesting service without earning pension credits:

- If you work for a contributing employer outside of covered employment immediately before or immediately after you worked for the same employer in covered employment.

- If (before July 1, 1976) you worked in covered employment during the contribution period but no contributions were made on your behalf.
- If you work outside the jurisdiction of District Council No. 35 for an employer who regularly performs work within the jurisdiction of District Council No. 35, your hours of employment with that employer will be counted toward a year of vesting service.
- If you earned credit under the pension plan of another local union that contributes to the IUPAT Plan, your hours of employment with that employer will be counted toward a year of vesting service only.
- Prior to becoming a 70% Apprentice, an Apprentice is granted vesting service based on health hours received. Contact the Fund Office for more information.

Under these circumstances (earning vesting service but no pension credits), your vesting service would count toward avoiding a "break in service." For more information on breaks in service, see page 9.

Because it takes more hours to earn one pension credit than one year of vesting service, it is possible for you to accumulate five years of vesting service but have only  $3\frac{3}{4}$  actual pension credits.

*For Example: Tom completed 900 hours in covered employment for five consecutive years. He earned five years of vesting service, and  $3\frac{3}{4}$  pension credits ( $5 \times \frac{3}{4}$ ). He's vested in the Plan and therefore entitled to a pension at normal retirement age. Because he earned  $\frac{3}{4}$  of a pension credit for each Plan Year, he retired with  $3\frac{3}{4}$  pension credits. The amount of his pension would be based on his  $3\frac{3}{4}$  pension credits.*



# Breaks in Service

If you do not work enough hours in a Plan Year to earn pension credits or vesting service, or if you leave covered employment, you will incur a break in service.

If you are not vested in the Pension Plan, a break in service may cause you to lose the vesting service and pension credits you have accumulated and your status as a participant. There are two types of service breaks:

- A one-year temporary break in service; and
- A permanent break in service.

## One-Year Temporary Breaks in Service

If you do not work at least 300 hours in covered employment in any Plan Year after June 30, 1976, you will incur a temporary, one-year break in service. Temporary breaks in service can be “repaired” by returning to work in covered employment and earning  $\frac{1}{4}$  year of vesting service (300 hours). If it’s not repaired before the break becomes permanent, you will lose all of your vesting service, pension credits and your status as a participant.

A one-year break in service is preventable under certain circumstances.

- After June 30, 1986, if you are absent from work because of pregnancy, childbirth, adoption or infant care immediately following the birth or adoption of a child, you are entitled to up to 501 hours of service to prevent a break in service in the year the absence starts or in the following year.
- After February 4, 1994, if you are absent on leave granted under the Family and Medical Leave Act, you are entitled to credit up to the hours of service you would otherwise have earned (to a maximum of 12 weeks) to prevent a break in service.

Once you incur a one-year break in service, the benefit that you’ve earned is frozen unless you come back to work. The amount of your benefit will be based on the pension benefit in effect as of June 30 of the last Plan Year in which you earned  $\frac{1}{4}$  pension credit (300 hours) through work in covered employment.

## Permanent Breaks in Service

If you are not vested and you have incurred five consecutive one-year breaks in service, you’ll incur a permanent break in service. Permanent breaks in service cannot be repaired. If you have a permanent break in service, you will be treated as a new participant. You will receive credit under this Plan only from the time that you returned to work after your permanent break in service.

*Example 1: Mark earned four consecutive years of vesting service. He then had four consecutive temporary one-year breaks in service. After that four-year “break” period, he returned to work and earned another year of vesting service. In this example, Mark will have accumulated five years of vesting service and is vested because his breaks in service (four) were fewer than the five breaks in service required for a permanent break in service.*

*Example 2: Jim earned four years of vesting service. He then had five consecutive temporary one-year breaks in service. After that, he returned to work and earned another five years of vesting service. Jim would not have a total of nine years of vesting service. In this situation, the first four would be permanently cancelled because Jim’s years of temporary, one-year breaks in service (five) were enough to cause a permanent break in service.*



### **Permanent Break in Service Before July 1, 1976**

You will incur a permanent break in service if, before July 1, 1976, you did not work for at least 300 hours in covered employment during a period of two consecutive Plan Years and you have not earned 10 pension credits.

### **Permanent Break in Service After June 30, 1976 and Before July 1, 1986**

If you have fewer than three years of vesting service, you will incur a permanent break in service if you have three consecutive one-year breaks in service including at least one after July 1, 1976.

If you have more than three years of vesting service, you will incur a permanent break in service if you have consecutive one-year breaks in service, including at least one after July 1, 1976, that equal or exceed the number of years of vesting service that you have earned.

## **Exceptions to the Break in Service Rules**

You will be allowed a grace period (up to two Plan Years) if your break in service occurs because of:

- total disability from covered employment under the collective bargaining agreement;
- involuntary unemployment as approved by the Trustees;
- employment in a supervisory capacity in the industry;
- employment outside the jurisdiction of District Council No. 35 with an employer who regularly performs work in its jurisdiction;
- service as an elected or appointed officer or employee of any local Union, District or State Council, or the International Trades, employment with the AFL-CIO or any of its branches or in state or federal service; and
- absence from covered employment occurs because you are performing work as an employee in other than covered employment under the terms of a contract between District Council No. 35 and an employer other than a contributing employer.

A grace period will only be granted for total disability and involuntary unemployment if you file written notice and present evidence to the Trustees. No grace period will be granted for any time that is more than one year prior to your filing, unless the Trustees determine that there were extenuating reasons for your failure to file on time.

## **Curing a Benefit Break**

If you are vested and do not earn any pension credits by work in covered employment for three consecutive Plan Years, you will have incurred a benefit break. If you return to work in covered employment before incurring a permanent break in service, and then earn any pension credits, or a fraction of a pension credit, the amount of your pension will be the sum of:

- the pension credits you earned before your benefit break, using the benefit rates that were in effect on the June 30 of the last Plan Year in which you worked at least 300 hours before your benefit break; and
- the pension credits you earned after your benefit break, using the benefit rates that were in effect on the June 30 of the last Plan Year in which you worked at least 300 hours before your retirement, or if earlier, before your next benefit break.

You can cure a benefit break by earning 10 or more pension credits by working in covered employment after the benefit break as long as:

- At least five of those pension credits are earned after June 30, 1994; and
- All 10 pension credits are earned before you have another benefit break.

It's possible to have more than one benefit break during your career. If that happens, only the most recent benefit break will be repaired\*; the rules will apply separately to each benefit break.

Once you've repaired your benefit break, your pension will be calculated as if you'd never incurred that benefit break.

\* If you have more than one benefit break and earned only ¼ pension credit during the three-year period that you incurred another break, this benefit break will be waived.

## Losing Your Participant Status

Your status will terminate on the last day of the Plan Year if you are not a vested participant in the Plan and you do not work at least 300 hours in covered employment in that Plan Year. However, if you work continuously for a contributing employer, but some of your work is in non-covered employment, you may be able to count those hours toward satisfying the 300-hour requirement.

If you lose participant status and later return to covered employment, you re-enter the Plan on the July 1 or January 1 after you have again completed 12 months of covered employment during which you are credited with 300 hours.





# Benefit Rates

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# Schedule of Benefit Rates

Use the following schedule to determine the amount of your pension.

Maximum Amount Payable		
Service	Plan Pays	Notes
<b>September 1, 2007</b>	\$145	¼ pension credit earned after June 30, 2007
<b>September 1, 2006</b>	\$137	¼ pension credit earned after June 30, 2006
<b>July 1, 2005</b>	\$130	¼ pension credit earned after June 30, 2005
<b>July 1, 2000</b>	\$126	¼ pension credit earned after June 30, 2000
<b>July 1, 1999</b>	\$123	¼ pension credit earned after June 30, 1999
<b>July 1, 1998</b>	\$115	¼ pension credit earned after June 30, 1998
<b>July 1, 1997</b>	\$102	¼ pension credit earned after June 30, 1997

Your entitlement to the higher maximum amounts requires completion of employment as shown. The applicable regular pension benefit rate is determined by the appropriate Collective Bargaining Agreement under which an employee is employed. For rates before 1997, contact the Fund Office.





# Merged Local Information

If you were formerly covered under a Plan that merged with the Painters & Allied Trades District Council No. 35 Pension Plan, you may be eligible for a pension benefit under the Painters & Allied Trades District Council No. 35 Pension Plan.

- **Local 1044**

Participants in the Glazier and Glasswork Local 1044 must meet a recent work test in order to receive a retirement benefit under the terms of the Painters & Allied Trades District Council No. 35 Pension Plan. Effective September 1, 1997, a participant formerly covered by Local 1044 must have earned  $\frac{1}{4}$  pension credit after June 30, 1997 and have earned at least three pension credits since the August 1992 Plan Year.

- **Local 1963**

Participants in Local 1963 are eligible to receive a retirement benefit under the terms of the Painters & Allied Trades District Council No. 35 Pension Plan provided these participants have earned at least five years of pension credit after June 30, 1990.

- **Local 48**

Participants in Local 48 who worked at least 1,200 hours in the three years prior to the date of their merger (May 1, 1995), or have earned at least three pension credits after the merger date, will be eligible to receive an unreduced pension from the Painters & Allied Trades District Council No. 35 at age 60.

- If you are an employee formerly covered by Painters Local Union No. 39, 75, 258, or 1898 and you became a participant under this Plan, the amount of your pension for credit earned before that Local merged with or was administered by the Painters & Allied Trades District Council No. 35 will depend on the terms of that Local's pension plan and of the merger agreement.

- **Schedule of Benefits for Local 1898**

For participants who were covered by Painters Local Union No 1898 Pension Plan and who became covered under this Plan, the monthly benefit is \$2.50 times the number of pension credits earned before July 1, 1972 (up to a maximum of 25 pension credits). Active 1898 participants are eligible for the DC 35 accrual rate for pension credits earned after June 30, 1972.

Call the Fund Office at (617) 524-1240 or (800) 799-1240 for more information.



## Schedule of Benefit Rates for Local 1044 Participants–Post Merger

Pension Begins On or After	Benefit Accrual Rate	Recent Employment Test
<b>September 1, 2007</b>	\$78.00 Local 1044 credits earned before July 1, 1997–\$145 DC 35 Credits	¼ pension credit earned after June 30, 2007
<b>September 1, 2006</b>	\$69.25 Local 1044 credits earned before July 1, 1997–\$137 DC 35 Credits	¼ pension credit earned after June 30, 2006
<b>July 1, 2005</b>	\$62.25 Local 1044 credits earned before July 1, 1997–\$130 DC 35 Credits	¼ pension credit earned after June 30, 2005
<b>July 1, 2000</b>	\$58.25 Local 1044 credits earned before July 1, 1997–\$126 DC 35 Credits	¼ pension credit earned after June 30, 2000
<b>July 1, 1999</b>	\$56 Local 1044 credits earned before July 1, 1997–\$123 DC 35 Credits	¼ pension credit earned after June 30, 1999
<b>July 1, 1998</b>	\$50 Local 1044 credits earned before July 1, 1997–\$115.00 DC 35 Credits	¼ pension credit earned after June 30, 1998

The Local 1044 Merger is the only merger that has a split accrual rate. Active 1044 participants who meet the work test are eligible for the DC 35 accrual rate for credit earned from July 1, 1997.



# Types of Pensions



# Types of Pensions

The Pension Plan offers seven types of pensions. Each option has its own eligibility requirements, and monthly pension benefits are calculated differently for each option.

- Regular Pension
- Service Pension
- Early Retirement Pension
- Normal Retirement Age Pension
- Total Disability Pension
- Partial Disability Pension
- Partial Pension

## Regular Pension

The Pension Plan's standard pension is the "regular pension." You will be eligible to retire on a regular pension if you meet all of these requirements:

- You are age 60 or older;
- You have at least 10 years of vesting service or 10 pension credits; and
- You have earned at least  $\frac{1}{4}$  of a pension credit after June 30, 1988 in covered employment.

OR

- You've attained normal retirement age.

## What is Normal Retirement Age?

The Plan's "normal retirement age" is age 65. However, if you are older than age 65 before you've reached your fifth anniversary of participation in the Pension Plan, the date on which you've reached your fifth anniversary becomes your normal retirement age. Participation before you've had a permanent break in service (see page 9) is not counted.

## Service Pension

A service pension rewards you for your years of service. If you have at least 30 pension credits, you may be eligible to retire as early as age 55. With a service pension, your benefit will not be reduced for retiring before age 60. To qualify, you must:

- be at least age 55;
- have at least 30 pension credits\*; and
- have earned at least  $\frac{1}{4}$  pension credit after June 30, 2000.

## Early Retirement Pension

You may be eligible to retire early if:

- you are at least age 55; and
- you have at least 10 pension credits or 10 years of vesting service.

## Normal Retirement Age Pension

You may be eligible to retire with a normal retirement age pension if you:

- have reached normal retirement age;
- have at least five but fewer than 10 years of vesting service;
- are a Plan participant; and
- have earned at least one hour of service after June 30, 1997.

## Total Disability Pension

If you are totally and permanently unable to work in any gainful employment due to a bodily injury or sickness, you may be eligible to retire on a total disability pension if you meet all of these requirements:

- you are totally and permanently disabled, as defined below;
- you are younger than age 60;

\* Years of vesting service earned by Apprentices will be used to satisfy the 30-year work requirement. Pension credits earned by participants in a plan that merged with the DC 35 Pension Plan or a Local that is affiliated with DC 35 may count for this purpose.

- you provide proof of your disability and it is approved by the Fund Administrator;
- you have at least 10 pension credits;
- you have earned at least  $\frac{1}{4}$  pension credit after June 30, 1979 by actual work in covered employment; and
- you have earned at least  $\frac{1}{4}$  pension credit during the 24-month period immediately preceding your date of disability by actual work either in covered employment or as an employee for the MBTA, the Boston Housing Authority, or the Quincy Housing Authority under a collective bargaining agreement between the Union and the MBTA, the Boston Housing Authority, or the Quincy Housing Authority.

Note: If you become disabled after you retire on an early retirement pension, you will not be eligible for a total disability pension.

### **What is Totally and Permanently Disabled for a Total Disability Pension?**

If you become disabled on or after March 1, 1993, you are considered totally and permanently disabled if you are physically unable to work at any gainful employment as a result of bodily injury or disease, based on medical evidence satisfactory to the Fund Administrator and/or Trustees.

### **Partial Disability Pension**

If you are totally and permanently disabled from performing work in an industry covered by the Painters & Allied Trades District Council No. 35 Collective Bargaining Agreement due to a bodily injury or sickness, you may be eligible to retire on a partial disability pension if you meet all of these requirements:

- you are totally and permanently disabled, as defined below;
- you are younger than age 60;
- you provide proof of your disability and it is approved by the Fund Administrator;
- you have at least 10 pension credits;
- you have earned at least  $\frac{1}{4}$  pension credit after June 30, 1979 by actual work in covered employment; and
- you have earned at least  $\frac{1}{4}$  pension credit during the 24-month period immediately preceding your date of disability by actual work either in covered employment or as an employee for the MBTA, the Boston Housing Authority, or the Quincy Housing Authority under a collective bargaining agreement between the Union and the MBTA, the Boston Housing Authority, or the Quincy Housing Authority.

If you become disabled after you retire with an early retirement pension, you will not be eligible for a partial disability pension.

### **What is Totally and Permanently Disabled for a Partial Disability Pension?**

You are considered totally and permanently disabled for a Partial Disability Pension if you are physically unable to work in the industry as a result of bodily injury or disease, based on medical evidence satisfactory to the Fund Administrator and/or Trustees.

## Partial Pension

You may be eligible for a partial pension if your years of employment have been divided between this Pension Plan and other pension plans with which this Plan has a reciprocal agreement. A partial pension is provided for employees who would not otherwise qualify for a pension from this Plan or whose pension would be less than the full amount because of the divided employment.

Generally, you are eligible for a partial pension if you meet all of the following requirements:

- you would be eligible for a pension under this Plan if your combined pension credits under all reciprocal plans were treated as service under this Plan;
- you have at least one pension credit under each plan that has a reciprocal agreement with this Plan;
- if you are applying for a pension based on disability, you meet the applicable definition of disability in this Plan; and
- if you are applying for a pension based on age, you meet the minimum age requirement in this Plan.









# Calculating Your Pension



# Calculating Your Pension

You can figure out the amount of your pension benefit if you know how many pension credits you've earned and the "benefit rate" that is in effect when you retire. Benefit rates are dollar amounts that are assigned to pension credits for each year. For participants retiring after September 1, 2007, the benefit rate in effect is \$145. However, this rate is subject to change each year. A schedule of current benefit rates appears on page 13.

In general, you can determine the base amount of a regular pension by multiplying the number of pension credits you've earned by the benefit rate in effect when you last earned pension credit and the date you elect to retire. So, if you retired on September 1, 2007 and you have 15 pension credits, your monthly base pension amount will be:

15 pension credits X \$145 = \$2,175 per month.

To qualify for this amount, you must be vested in the Plan and have earned at least  $\frac{1}{4}$  pension credit after June 30, 2007.

## Taking Other Factors into Consideration

In order to calculate your pension more accurately, there are factors besides pension credits and benefit rates to consider. These are:

- The type of pension you retire with;
- The form of payment you elect; and
- Your age.

## Types of Pensions

The type of pension that you retire with factors in to the amount of your pension benefit.

### Calculating a Regular Pension

The amount of your regular pension is based on the number of pension credits you have at retirement, the rate in effect when you last earned pension credits, whether you had a benefit break and the form of payment you elect.

If you retired on or after September 1, 2007 and you earned at least  $\frac{1}{4}$  pension credit after June 30, 2007 and you had no breaks in service, the monthly amount of your regular pension is calculated by multiplying \$145 times your pension credits.

*For Example: Steve retired in September 2007 at age 60 with 15 pension credits. The benefit rate that was in effect was \$145 per pension credit. Because Steve earned at least  $\frac{1}{4}$  pension credit after June 30, 2007, Steve's monthly pension, effective September 1, 2007, is \$2,175 (\$145 X 15 pension credits.)*

### Calculating a Service Pension

To calculate your service pension, follow the steps for calculating a regular pension, as shown above.

### Calculating an Early Retirement Pension

Reduce the regular retirement pension amount you are eligible for by  $\frac{1}{4}$  of one percent (.0025) for each month you are younger than age 60 on the effective date of your pension.

Here is an example of how the early retirement pension is calculated for pensions effective on or after July 1, 1999:

*For Example: Mark is 55 years old and has 23 pension credits. At least  $\frac{1}{4}$  pension credit was earned after June 30, 2007. He decides to retire on September 1, 2007.*

*If Mark were age 60, he would be entitled to a regular pension of \$3,335 (\$145 X 23).*

*Since Mark is five years (or 60 months) younger than age 60 at retirement, his pension benefit will be reduced by 15% (60 months x .0025). The amount of his early retirement pension is calculated to be \$3,335 less 15% (or \$500.25) which equals \$2,834.75 per month, rounded to \$2,835.*

### **Calculating a Normal Retirement Age Pension**

The monthly amount of the normal retirement age pension is the number of pension credits you have at retirement multiplied by the rate that was in effect when you earned those credits.

### **Calculating a Total Disability Pension**

The total disability pension benefit is the same as the regular pension amount you would have been entitled to receive if you had attained regular retirement age on the date your total disability pension becomes effective.

### **Calculating a Partial Disability Pension**

The partial disability pension amount is 50% of the regular pension amount you would have been entitled to receive if you have attained regular retirement age on the date your partial disability pension becomes effective.

### **Calculating a Partial Pension**

The amount of the partial pension is dependent upon the benefit rate in effect when you earned pension credit under this Plan.

If you earned pension credits under more than one plan, then the pension credit recognized under all plans is limited to one credit per year. Pension credits will first count towards the plan that provides the highest benefit, and then to the other plan(s) in order of highest benefit to lowest benefit level. In no event will more than one pension credit be counted during any consecutive 12-month period.

Any benefit after you leave the jurisdiction of a plan covered under a reciprocal agreement with this Plan is calculated using the benefit rate in effect at the time you last earned a pension credit under the plan.

## **Forms of Payment**

When you retire, you choose from the Plan's available payment options. Different options apply to married and single participants. If you elect an option that provides a benefit for a spouse or beneficiary, your monthly benefit may be reduced. See page 23 for details.

## **Your Age**

The Plan's "normal retirement age" is age 65. However, if you are older than age 65 before you've reached your fifth anniversary of participation in the Pension Plan, the date on which you've reached your fifth anniversary becomes your normal retirement age. Participation before you've had a permanent break in service (see page 9) is not counted.

Even though the Plan uses 65 as the normal retirement age, you may be eligible to retire with an unreduced, regular pension at age 60. Age becomes a factor when you retire prior to age 60—for example, if you retire with an early retirement pension. If you are younger than age 60 and retire with an early retirement pension, your pension benefit is reduced by  $\frac{1}{4}$  of one percent (.0025) for each month you are younger than age 60 on the effective date of your pension.





# Pension Payment Options





# Pension Payment Options

When you're ready to retire, you can choose how you'd like to receive your pension benefit. Your options depend on your marital status.

If you're married, you can elect the following options:

- 75% Joint and Survivor Option
- 100% Joint and Survivor Option
- Straight Life Option
- 60-Month Certain Payments Option
- Lump-Sum Option

If you're single, you can elect any of the following options:

- Straight Life Option
- 60-Month Certain Payments Option
- Lump-Sum Option

When you apply for your pension, the Fund Office will calculate the amount of your pension for you. If you are married, they'll calculate your pension under the automatic form payment for married participants—a 75% Joint and Survivor option, and also as a Straight Life option—an unreduced benefit for your lifetime. The Fund Office will discuss the options you are eligible for and the amounts payable under those options.

If you are not married when you retire, the Fund Office will calculate your pension under the automatic form of payment for unmarried participants—the Straight Life option. This payment option provides an unreduced monthly pension benefit for you. Payments stop at your death.

## The 75% Joint and Survivor Option

The 75% Joint and Survivor form of payment is the automatic form of payment for married participants. It provides you with monthly payments for the rest of your life. After your death, it continues to pay your surviving spouse 75% of the pension you were receiving for the rest of his or her life. This payment form reduces your monthly pension amount to account for the expected life spans of you and your spouse.

This pension will not be paid to your surviving spouse unless you were married when your pension payments started and for at least one year on the date of your death.

If you have at least 10 years of vesting service and earned at least  $\frac{1}{4}$  pension credit after June 30, 1982, you will automatically receive the 75% Joint and Survivor option unless:

- You elect the 100% Joint and Survivor benefit;
- You and your spouse reject the Joint and Survivor option in writing;
- Your spouse consents in writing to an alternate beneficiary; or
- You are not married when your pension payments start.

If you and your spouse decide to reject the 75% Joint and Survivor option and elect the Straight Life, 60-Month Certain Payment or the Lump-Sum options, written rejections and consents must be witnessed by a Notary Public.

### **Reduction for the 75% Joint and Survivor Option**

The Joint and Survivor option guarantees retirement benefits for you and your spouse for both of your lives. As a result, the benefit must be spread over more monthly payments than it would for just one person. The amount of the reduction depends on the difference in ages between you and your spouse, and the type of pension you are entitled to receive.

If you are entitled to a regular pension and you are the same age as your spouse, your benefit would be 88% of the regular pension benefit. Add 0.4% for every year your spouse is older than you are, or subtract 0.4% every year your spouse is younger than you are. The maximum factor is 99%. For example, if your spouse is two years younger than you are, the reduction amount would be 87.2%.

### **Reduction for the 75% Joint and Survivor Option for Disability Pensions**

Different factors are used to adjust the benefit for a disability pension. The reduction for a 75% Joint and Survivor option for a disability pension is 77.5% plus 0.4% for every year your spouse is older than you are or minus 0.4% for every year your spouse is younger than you are. The maximum factor is 99%.

### **100% Joint and Survivor Benefit**

This option, like the 75% Joint and Survivor option, provides a reduced monthly pension benefit to you and your spouse for both of your lifetimes. In this case, your spouse would continue to receive the same monthly payment (100%) after your death as you received when your retirement became effective. If you elect this option instead of the 75% Joint and Survivor option, your spouse does not need to sign a notarized statement.

### **Reduction for 100% Joint and Survivor Option**

The reduction for the 100% Joint and Survivor option is 83% plus 0.5% for each year that your spouse is older than you are or minus 0.5% for each year that your spouse is younger than you are.

### **Reduction for the 100% Joint and Survivor Option for Disability Pensions**

The reduction for a 100% Joint and Survivor option for a disability pension is 69% plus 0.5% for every year your spouse is older than you are or minus 0.5% for every year your spouse is younger than you are.

*For Example: Let's say that before any reduction, the amount of your regular pension would be \$3,000 per month.*

*Example 1: If you and your spouse are both age 60, you would receive a 75% Joint and Survivor benefit of \$2,640 (\$3,000 x 88%).*

*When you die, your spouse would receive \$1,980 (75% of your monthly benefit (\$2,640 x 75%) for the rest of his or her life.*

*Example 2: If you are age 60 when you retire and your spouse is age 58, you would receive a 75% Joint and Survivor benefit of \$2,616 (\$3,000 X 87.2%).\**

*When you die, your spouse would receive a monthly benefit of \$1,962 (\$2,616 x 75%) per month for the rest of his or her life.\**

### **Pop-Up Feature for the 75% or 100% Joint and Survivor Option**

If you are receiving benefits under the 75% or 100% Joint and Survivor options and your spouse dies before you, your monthly pension will “pop-up” or increase to the amount you would have received if you had elected the Straight Life option. You must notify the Fund Office of your spouse’s death and submit a copy of your spouse’s death certificate in order to receive the “pop-up” benefit. The “pop-up” benefit will only apply to payments made after you have provided the Fund with a copy of your spouse’s death certificate.

\* Retirement payments are rounded to the next higher 50 cents.

## For Married Participants with Fewer than 10 Years of Vesting Service

If you are married and vested but have fewer than 10 years of vesting service, the automatic form of payment is a 50% Joint and Survivor option, with payments starting at normal retirement age (age 65 or your fifth anniversary of Plan participation, whichever occurs later). Effective July 1, 2008, you may elect the 75% Joint and Survivor option instead of the 50%, whereby you will receive a reduced benefit for your lifetime and upon your death, your surviving spouse will receive 75% of the monthly benefit you were receiving for the remainder of her lifetime.

### Reduction for 50% Joint and Survivor Option for Participants with Fewer than 10 Years of Vesting Service

If you are the same age as your spouse, your benefit would be 88% of the regular pension benefit. Add 0.4% for every year your spouse is older than you are, or subtract 0.4% every year your spouse is younger than you are. The maximum factor is 99%. For example, if your spouse is two years younger than you are, the reduction amount would be 87.2%.

### Reduction for 75% Joint and Survivor Option for Participants with Fewer than 10 Years of Vesting Service

If you are the same age as your spouse, your benefit would be 83% of the regular pension benefit. Add 0.5% for every year your spouse is older than you are, or subtract 0.5% every year your spouse is younger than you are. The maximum factor is 99%. For example, if your spouse is two years younger than you are, the reduction amount would be 82%.

### Important Notes About a Joint and Survivor Benefit

- The Joint and Survivor option only protects the spouse you are legally married to on the effective date of your pension benefits, unless a Qualified Domestic Relations Order (QDRO) requires that your former spouse be treated as your surviving spouse. However, no benefits will be paid to your spouse if you have been married less than one year on the date of your death;

- If your spouse dies before your pension begins, you will automatically receive the Straight Life option unless you elect another form of payment;
- If you are divorced before your pension begins, a QDRO may require the Plan to pay benefits to your spouse or other dependents (called Alternate Payees);
- A QDRO may require you to elect a certain form of payment;
- If you are divorced before your pension begins and you remarry before retirement, the portion of your benefit that was not awarded to any alternate payee will be paid to you in accordance with the rules for a Joint and Survivor Benefit.
- If you are divorced after you retire and you chose a Joint and Survivor option, your ex-spouse is entitled to the Joint and Survivor benefit unless a QDRO requires the Plan to change the benefit.

## Straight Life Option

If you are single, or if you and your spouse reject the 75% Joint and Survivor option, the automatic form of payment is the Straight Life option. With this option, you receive an unreduced monthly benefit for the rest of your life. No further benefits will be payable by the Plan after your death.

## 60-Month Certain Payments Option

With this option, you will receive a reduced monthly benefit for your lifetime. If you die before a total of 60 payments are made, your monthly benefit will continue to be paid to your beneficiary until the 60-payment total has been satisfied. If you have received at least 60 payments when you die, no further benefits will be payable by the Plan after your death.

## Lump-Sum Option

You may decide, upon retirement, that you would prefer to receive a lump-sum payment of some or all of your pension up front, and reduced monthly pension payments for the rest of your life. If you choose this payment option:

- The amount of your lump sum may not exceed \$3,000; and
- You may not reduce your monthly pension benefit by more than 10%.
- The remaining Joint and Survivor or Straight Life benefit payment will be recalculated to reflect your reduction in total benefit.

If you retire more than once, the total of all lump-sum payments you receive may not exceed \$3,000. If your benefit is subject to a QDRO, the total of all lump-sum payments paid to you and any alternate payees may not exceed \$3,000.

## Automatic Cash-Out of Benefit

When you apply for retirement benefits, if the value of your pension is \$5,000 or less, the Plan will pay you, your surviving spouse, or your named beneficiary the value of your benefit in a lump-sum payment. No further benefits will be payable by the Plan. This is the only situation in which you will receive your entire pension benefit in a lump sum.

## What is a QDRO?

A Qualified Domestic Relations Order (QDRO) is a judgment, decree or order concerning support for a child or spouse, or marital property rights. If a QDRO is filed, an alternate payee—usually your former spouse—may be entitled to all or a portion of your pension benefit. A sample QDRO is available in the Fund Office.

Once an option is elected and becomes effective, it may not be revoked except in the case of death or divorce of your spouse after the time the election was made.

Remember, if no option is elected, married participants will receive the automatic 75% Joint and Survivor option and single participants will receive the automatic Straight Life option.





# Life Events

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# Life Events

## If You Marry

When you are legally married, certain Plan rules and provisions apply to you and your spouse. These rules can differ depending on whether you become married before or after your retirement.

If you are married when you retire, the 75% Joint and Survivor option is your automatic form of pension payment. Your spouse is automatically your beneficiary, as required by federal law, provided you have been married for at least one year at your death. If you both decide to name another person(s) as your beneficiary, your spouse must waive his or her rights as beneficiary, in writing and before a Notary Public.

Under the terms of the Plan, you must be legally married to someone for that person to be considered your spouse. Your marriage certificate must be submitted in order for your spouse to become your legal beneficiary. A common law or same-sex spouse will be recognized as a lawful spouse if you reside in a state where common law marriages are recognized or if you live in a state that allows you to legally marry someone of the same sex.

### Naming an Alternate Beneficiary

You can name anyone to be your beneficiary if you're single or if your spouse waives his or her right to be your beneficiary. To name a beneficiary, you must submit his or her name (and your spouse's waiver, if applicable) to the Fund Office. Contact the Fund Office at (617) 524-1240 for the proper form(s).

Your spouse is automatically your beneficiary. In order for you to name another beneficiary, your spouse must sign a formal waiver.

## If You Get Married After You Retire

The pension payment you began receiving when you retired will not change if you get married. So, if you started receiving benefits under the Straight Life option, you cannot switch to a Joint and Survivor option.

## If You Divorce

Divorce, like marriage, has a different effect on your pension depending on whether it happens before or after you retire. Keep in mind, however, that a Qualified Domestic Relations Order (QDRO) may override these rules.

If you are divorced before your pension begins, the Plan may be required to pay all or some of your pension benefits to your spouse or other dependents if a QDRO is filed. A QDRO may also require you to elect a particular form of payment. If you remarry before you retire, you will receive the portion of your benefit that was not awarded to an alternate payee in accordance with the rules for a Joint and Survivor option.

The Plan has established procedures for reviewing domestic relations orders to determine if the order is qualified. It is important that you inform the Fund Office if a domestic relations order is being prepared or has been approved by a court. Once the order is submitted to the Fund Office for review, the staff will communicate with you and the attorneys representing you and your spouse, during the process of reviewing and qualifying the order. You may obtain a copy of the Fund's procedures by contacting the Fund Office and requesting a copy at no charge. The Fund Office can provide you with a sample Pension Fund QDRO at your request.



### **If You Divorce After You Retire**

If you elected the 75% or 100% Joint and Survivor option, your monthly pension benefit will remain the same after your divorce. However, if a QDRO is filed, the benefits you will receive or are receiving may be affected.

You will be required to notify the Fund Office of this action and submit a certified copy of the divorce decree and the QDRO.

### **If You Have a Break in Service**

Leaving covered employment or not working enough hours in a Plan Year can cause a break in service. If you are not vested in the Pension Plan, a break in service may cause you to lose the vesting service and pension credits you have accumulated and your status as a participant. See page 9 for more information.

### **If You Leave Work**

If you leave covered employment after becoming vested, you will be entitled to a pension when you reach retirement age. Contact the Fund Office to receive a statement of your benefit rights. The Fund will file notice with the government so that the Social Security Administration can remind you at a future time of your deferred pension rights.

The amount of your pension at retirement will be based on your age, type of pension, form of payment and:

- the total number of actual pension credits you have earned; and
- the benefit rate in effect as of June 30 of the Plan Year during which you last earned at least ¼ pension credit in covered employment.

### **Military Service**

If you leave covered employment to go into military service, you may be entitled to credit for years of vesting service (see page 7) and pension credits for that time in accordance with USERRA or other federal laws, provided you return to your job promptly after your discharge. Notify the Fund Office immediately upon your return.

### **If You Become Disabled**

The Plan provides benefits for you if you have at least 10 pension credits and become totally disabled. These benefits may be payable before you reach regular retirement age if you are eligible for a total disability pension or a partial disability pension. For eligibility requirements, see page 17.

#### **Total Disability Pension**

If you become disabled, file an application for a total disability pension as soon as possible to start receiving payments. No payments will be made for any months before you file an application.

The total disability pension cannot start until the later of:

- five months after the onset of total and permanent disability; or
- thirty days after the application has been filed.

If you apply for a total disability pension, you must have an examination by one or more physicians selected by the Trustees. The Trustees may require a Social Security Determination as proof of total and permanent disability. You will also be subject to periodic reexamination to verify that total and permanent disability continues.

#### **If You Recover From Your Disability**

If you recover from your disability, and you are at least age 55, you may apply for an early retirement pension. If you recover and return to covered employment, you will resume earning additional pension credits. Your subsequent pension benefit when you actually retire will be recalculated.

Once a disability pension begins, it will continue for life as long as the member remains totally and permanently disabled.



### **Partial Disability Pension**

If you apply for a partial disability pension, one or more physicians selected by the Trustees must examine you. You will also be subject to periodic reexamination to be certain that total and permanent disability continues.

If you become disabled after you retire with an early retirement pension, you will not be eligible for a partial disability pension.

The partial disability pension cannot start until the later of:

- five months after the onset of total and permanent disability; or
- thirty days after the application has been filed.

If you become disabled, file an application for a partial disability pension as soon as possible to start receiving payments. No payments will be made for any months before you file an application.

If you retire on a partial disability pension but later meet the requirements for a total disability pension, you may receive a total disability pension for months after you meet those requirements, but only if the date as of which you are determined to meet the definition of disability for a total disability pension is no more than 24 months after the date as of which you were determined to meet the definition of disability for a partial disability pension.

A partial disability pensioner may re-apply for an early retirement pension at age 55-59 or regular pension at age 60. The Fund Office will notify you of your options for payment when you switch to an early or regular retirement.

### **If You Recover from Your Disability**

If you recover from your disability and you are at least age 55, you may apply for an early retirement pension. The early retirement pension will be based on your age when you retired on a partial disability pension or age 55, whichever is higher. If you recover and return to covered employment, you will resume earning additional pension credits. Your subsequent pension benefit when you actually retire will be recalculated.

### **If You Become Disabled from a Work-Related Injury**

If you already have at least one pension credit and you become totally disabled or incapacitated from a work-related injury and are receiving Workers' Compensation, you will be credited 40 hours per week, up to a 12-month maximum as if you'd worked in covered employment during your absence.

### **If You Retire**

When you're ready to retire, you'll need to follow certain steps to start receiving your pension and Social Security benefits.

You must file a written application for a pension with the Fund Administrator. To request an application, call the Fund Office at (617) 524-1240. As soon as the Fund Office receives your request, an application will be mailed to you, together with detailed benefit and option amounts. The effective date of your pension can be no sooner than the first day of the month following one full calendar month after the application has been filed and received in the Fund Office.

You should file as soon as you decide on your intended retirement date. Early filing will avoid delays in processing your application and paying your benefits. However, because of certain government regulations, you should not file more than 90 days before your intended retirement date.

The Fund Office will ask you to submit acceptable proof of age with your application. If your pension records are incomplete and the Fund Office must obtain further information, there may be a delay in the actual receipt of your initial pension check.

You can and should apply for pension benefits while you are still working. You may continue working in the industry until the first day of the first month for which your pension is payable. However, be sure you stop work before the date your pension becomes effective because if you work in covered employment even one day in a month for which a pension benefit is payable, your pension will not become effective until the following month.

As a benefit to you, your monthly pension check will be directly deposited in your bank.

### **Effective Date For Pensions**

The effective date for normal, regular, service, early retirement and partial pensions will be no sooner than the first day of the month following one full calendar month after the Fund Office has received your pension application.

There is a five-month waiting period before you will receive a disability pension.

### **Social Security Benefits**

Your Pension Plan is intended to be a major source of retirement income. Social Security provides a supplement to your pension and annuity benefits. The benefits you receive from Social Security will depend on your earnings history, your marital status, and, if applicable, your spouse's earnings.

Call Social Security at 1-800-772-1213 to receive:

- A request form for a personal statement of earnings and an estimate for future Social Security benefits;
- Medicare information; and
- Address and office hours of your local Social Security office.

Contact your local Social Security office for an application. You should allow at least three months from the time you submit your application to the time you would like to receive your first Social Security payment. You may want to begin the process up to six months before your retirement date.

Full Social Security benefits are currently payable at age 65 if you were born before January 1, 1938. If you're ready to retire, you can begin collecting benefits as early as age 62. However, your benefit will be reduced by about .56% for each month you start receiving benefits before you are eligible for full Social Security benefits.

## **If You Return to Work After Retirement**

There are certain limits on work that you may do after retirement and still receive a pension from the Plan. If you work in the same industry, trade, or craft as is covered by the Plan, your monthly pension may be suspended for a period of time. Exactly what kind of work is disqualifying (that is, will cause such a temporary loss of pension) depends on whether you have reached your normal retirement age (unless you retire on a total or partial disability pension).

## **Not sure what work you may do after you retire?**

Call the Fund Office to find out whether a particular type of work will result in a temporary loss of your pension.

### **Working if You're Younger than 65 When You Retire**

You will be permitted to work in covered employment for up to 300 hours during any 12-month period without loss of any pension benefits, unless you are a total or partial disability pensioner. However, the Trustees have the right to change this rule based on current working conditions within the jurisdiction of Painters & Allied Trades District Council No. 35.

You will lose your pension for any month in which you are a principal owner or officer of a union or non-union company, self-employed, work in any job with a Contributing Employer, or with an employer that is in the same type of work as a Contributing Employer, whether Union or non-Union in the same industry, trade or craft as is covered by the Plan in this area or anywhere else.

If you work in disqualifying employment, your pension will be suspended for the months in which you worked. You are also required to report this promptly to the Trustees in writing, within 21 days of such employment. At the time of your retirement, you will be given additional details on the suspension of benefits rules and regulations. If you fail to notify the Trustees of reemployment that may cause a suspension of benefits or if you

misrepresent the type of work you undertake, your monthly benefits will be suspended for an additional 12-month period. This additional suspension will not apply to any month after you reach normal retirement age.

Your pension will be recalculated on the July 1 following the date you return to work.

### **Returning to Work After 65 but Younger than 70**

If you are 65 or older, you will be permitted to return to work in covered employment for up to 375 hours during any 12-month period without loss of any pension benefits unless you are a total or partial disability pensioner. However, the Trustees have the right to change this rule based on current working conditions within the jurisdiction of Painters & Allied Trades District Council No. 35.

If you worked in covered employment for more than 375 hours in the previous 12-month period, you may work in a position for which contributions must be made to this Plan, for up to 39 hours each month after you reach normal retirement age without a suspension of benefits if this employment is WITHIN the jurisdiction of the International Brotherhood of Painters & Allied Trades, AFL-CIO in Massachusetts or any geographical area covered by plans with reciprocal agreements that forwarded contributions to the Painters & Allied Trades District Council No. 35 Pension Plan on your behalf.

### **Working at Age 70 and Beyond**

If you are a pensioner, other than a total or partial disability pensioner, who has retired and is receiving pension benefits under this Plan, you are permitted to work in covered employment at any time whatsoever without loss of pension benefits.



### **Pension Credit Earned After Retirement**

If you earn pension credit in any Plan Year after retirement, your monthly pension benefit will be recalculated to reflect the earned pension credits on July 1 of the next Plan Year. If you earn pension credits after retirement, the benefit rate will be the rate in effect when you retired as you cannot meet the work test for an increased benefit rate (retirement date work test).

### **If You Are Disabled**

A total disability pensioner cannot engage in any gainful employment or self-employment whatsoever, regardless of age.

A partial disability pensioner cannot engage in any employment in the construction industry which requires similar physical exertion to that required of a District Council No. 35 member, regardless of age.

### **Notify the Fund Office of Your Return to Work**

You must notify the Fund Office in writing within 21 days after starting any work that is or may be disqualifying employment (regardless of how many hours you plan to work). If you fail to notify the Fund Office when you return to work, it will be assumed you have worked enough to cause your pension benefit to be suspended.

You must also notify the Fund Office when you cease working so that pension benefits can begin again. If you have provided this notice, payment will begin no later than the third month after the last calendar month for which your benefit was suspended.

If you return to covered employment and earn any additional pension credit, upon subsequent retirement, your monthly pension benefit amount will be recalculated.

### **Social Security Benefits**

You are entitled to Social Security benefits independently. The Plan's rules on suspension of benefits do not affect your Social Security benefits. For more information about Social Security, see page 30.

## If You Die Before Retirement (Married Participants)

In the event of your death, your spouse should get in touch with the Fund Office as soon as practicable in order to learn if there are benefits to which he or she is entitled.

### What is a qualified spouse?

Your spouse is a qualified spouse if you and your spouse have been married to each other for at least a year when you die (or if a QDRO requires that your former spouse be treated as your surviving spouse).

Your spouse is a qualified spouse if you and your spouse have been married to each other for at least a year when you die (or if a QDRO requires that your former spouse be treated as your surviving spouse).

There are several death benefits provided by this Plan, before retirement as well as after retirement. However, death benefits are payable only after your spouse or beneficiary contacts the Fund Office and applies for benefits.

### The Pre-Retirement Surviving Spouse Pension

If you are vested, your qualified spouse will be paid a "Pre-Retirement Surviving Spouse Pension" should you die before your pension benefits begin. Your qualified spouse may apply for and receive the Surviving Spouse Pension Benefit at any time after your death. There are three types of Pre-Retirement Surviving Spouse pension benefits. They are:

- The 75% Surviving Spouse Benefit; and
- The 50% Surviving Spouse Benefit; and
- The Special 50% Surviving Spouse Benefit.

### 75% Surviving Spouse Benefit

Your qualified spouse will be entitled to 75% of the pension benefit you would have received if you had retired on a 75% Joint and Survivor benefit on the day before you died if you:

- are vested;
- earned at least  $\frac{1}{4}$  pension credit within the 24 months prior to your death;
- earned at least  $\frac{1}{4}$  pension credit after June 30, 1982; and
- accumulated at least 10 years of vesting service.

If you are younger than age 55 on the date of your death, the amount payable to your qualified spouse will be calculated as if you were age 55 on the earlier of the day you last worked in covered employment or the date of your death.

### 50% Surviving Spouse Benefit

Your qualified spouse will be entitled to 50% of the pension benefit you would have received if you had retired on a 50% Joint and Survivor benefit on the day before you died if you:

- are vested;
- earned at least one hour of service (including paid leave) from an employer after June 30, 1976; and
- accumulated at least 10 years of vesting service.

If you are younger than age 55 on the date of your death, the amount payable to your qualified spouse will be calculated as if you were age 55 on the earlier of the day you last worked in covered employment or the date of your death.

### Special 50% Surviving Spouse Benefit

If you are vested but had accumulated less than 10 years of vesting service, your qualified spouse will be entitled to a 50% Surviving Spouse benefit, with payments beginning when you would have reached normal retirement age.

Instead of this Special 50% Surviving Spouse benefit, your qualified spouse may elect to receive a lump-sum payment at any time after your death. The lump-sum payment will be equal to:

- The present value of the Special 50% Surviving Spouse Benefit; or
- If greater, \$1,500 per pension credit, provided you earned at least  $\frac{1}{4}$  pension credit in the 24-month period prior to your death.

## If You Die Before Retirement (Single Participants)

If you are not eligible for a Pre-Retirement Surviving Spouse pension because you are single or do not have a qualified spouse when you die, your named beneficiary may be eligible for a lump-sum benefit from this Plan, described below.

### Lump-Sum Benefit

If you earned at least  $\frac{1}{4}$  pension credit during the 24-month period before your death and after June 30, 1993, your named beneficiary will receive a lump-sum benefit of \$1,500 times your pension credits. (Pension credits earned before 1970 can only be used to provide up to a maximum of 30 pension credits); this also applies to members who are not vested and die after September 1, 1994, provided they have accumulated at least one pension credit.

Alternatively, if a member with over 10 years of vesting service dies on or after January 1, 1984 and has earned at least  $\frac{1}{4}$  pension credit after June 30, 1982, the Plan provides the named beneficiary with a lump-sum benefit in the amount of 12 times your monthly pension benefit up to \$8,400. If the member dies before age 55, the benefit will be calculated as if he or she were age 55 at death, reduced from age 60. If a member is vested with more than five but less than 10 years of vesting service, the benefit will be calculated as if he or she were age 55 at death, reduced from age 65.

NOTE: If a beneficiary meets the work and eligibility rules for both of the above lump-sum benefits, they will receive the greater of the two.

### Totally Disabled Participants

Effective July 1, 1985, if you are vested and are totally and permanently disabled and earned at least  $\frac{1}{4}$  pension credit during the 24-month period prior to death and after June 30, 1993, your named beneficiary will receive a lump-sum benefit equal to \$1,500 per pension credit to a maximum of 30; however, there is no maximum for pension credits earned after June 30, 1970. Up to 36 months of disability will be disregarded in determining whether you satisfied the 24-month requirement.

## If You Die After Retirement

The Plan provides benefits for your spouse or beneficiary if you die after you retire. If you have elected a payment option that provides a benefit (such as the 75% Joint and Survivor option), your spouse or beneficiary will receive the payment as explained in the Pension Payment Options section on page 23.

### Lump-Sum Death Benefit

In addition to any other guaranteed benefits, your designated beneficiary will receive a lump-sum death benefit, provided you retired with at least 10 years of vesting service. For this benefit, you may name anyone as your beneficiary; if you are married, your spouse does not have to consent to this beneficiary designation.

The lump-sum death benefit is equal to 12 times your monthly pension benefit, before reduction for any options, to a maximum lump-sum amount of \$15,000 effective September 1, 1994, provided you earned at least  $\frac{1}{4}$  pension credit after June 30, 1993. If you do not meet these requirements, the maximum is \$8,400.

If a death benefit is payable to a designated beneficiary, but there is no designated beneficiary on file in the Fund Office, or your beneficiary dies before you, the remaining amount of your benefit will be distributed to your spouse. If there is no surviving spouse, your remaining amount will be paid to the executor or administrator of your estate.









# Plan Information

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# Plan Facts

<b>Name and Address of Plan</b>	Painters & Allied Trades District Council No. 35 Pension Plan 25 Colgate Road, Suite 204 Roslindale, Massachusetts 02131-1105
<b>Board of Trustees Employer Identification Number</b>	04-2676763
<b>Pension Fund Employer Identification Number</b>	04-6043807
<b>Type of Plan</b>	Defined Benefit Pension Plan
<b>Plan Number</b>	001
<b>Fiscal Year End Date</b>	June 30
<b>Fund Administrator</b>	Sharon P. Saganey
<b>Plan Sponsor</b>	The Board of Trustees
<b>Plan Sponsor</b>	The Segal Company
<b>Legal Counsel (Agent for Service of Legal Process)</b>	Feinberg, Campbell & Zack 177 Milk Street Boston, MA 02109

This booklet is no more than a brief and very general statement of the most important provisions of the Pension Plan. No conversation, presentation or general statement such as this can adequately provide all of the details of the Plan. Nothing in this booklet is meant to interpret, extend, or change in any way the provisions expressed in the Plan itself. The rights of a participant or beneficiary can be determined only by consulting the actual text of the Pension Plan.

Only the full Board of Trustees is authorized to interpret the Pension Plan described in this booklet. Only the Board of Trustees may give binding answers, and then only if you have furnished full and accurate information concerning your situation. No Employer or Union nor any representative of any Employer or Union is authorized to interpret the Plan on behalf of the Board of Trustees, nor can such person act as an agent of the Board of Trustees.

The Board of Trustees consists of Employer and Union representatives who serve without compensation. The number of Trustees may be increased or reduced to such number as the Trustees determine. However, in the event that there is not an equal number of Employer and Union Trustees, the voting strength of the Employer Trustees and the Union Trustees shall always be equal (e.g., If there are five Employer Trustees and four Union Trustees, each Employer Trustee's vote shall be counted as four-fifths (4/5) and each Union Trustee's vote shall be counted as one (1)).

#### **Name and Address of the Administrator**

The Pension Plan is administered by the Board of Trustees. The Board of Trustees employs Ms. Sharon Saganey and maintains an Administrative Office and staff to perform the routine administration of the Pension Fund.

Ms. Sharon Saganey  
Painters & Allied Trades District Council No. 35  
Pension Fund  
25 Colgate Road, Suite 204  
Roslindale, Massachusetts 02131-1105  
(617) 524-1240

#### **Source of Contributions**

All contributions to the Plan are made by Employers in accordance with Collective Bargaining Agreements with employee representatives. The Collective Bargaining Agreements require contributions to the Plan at fixed rates per hour. The Plan also receives contributions on behalf of certain non-collectively bargained participants pursuant to written participation agreements between the Fund and Employers, which agreements provide for periodic contributions at fixed rates per month. A copy of any of the agreements may be obtained by Plan participants or their beneficiaries upon written request to the Fund Office, or they may be inspected at the Fund Office during normal business hours.

#### **Funding Medium**

Benefits are provided from the Trust Fund's assets which are accumulated under the provisions of the Collective Bargaining Agreement and the Trust Agreement and held in a Trust Fund for the purpose of providing benefits to covered

persons and defraying reasonable administrative expenses. All assets and reserves are held in trust and invested by the Board of Trustees pursuant to fiduciary standards required by federal law. The Board of Trustees has retained various professional investment advisors who oversee a well-diversified portfolio including, but not limited to, stock, bonds and real estate.

#### **Collective Bargaining Agreements**

This Plan is maintained under Collective Bargaining Agreements. These agreements are available for inspection without charge and a copy may be obtained upon written request of the Administrative Office with a 25¢ per page charge for copying costs.

#### **Plan Interpretation and Plan Changes**

If any conflict should arise between this Summary Plan Description (SPD) and the actual Plan document, the provisions of the Plan document always govern. Only the full Board of Trustees is authorized to interpret the Plan of benefits described in this SPD. No Employer or any Union, nor any representative of any Employer or Union, is authorized to interpret this or act as an agent of the Board of Trustees.

The Board of Trustees expects to continue this benefit Plan indefinitely, but reserves the right to amend, change or terminate the Plan at any time, provided it is not in violation of a collective bargaining agreement already in effect. If the Plan is terminated, benefits accrued to the date of termination will be non-forfeitable to the extent they are funded as of that date.

#### **The Age 70½ Requirement**

You must begin to receive pension payments on the later of:

- April 1 of the year after you reach age 70½ ; or
- The date you retire from work in covered employment.

If you do not start receiving your benefits by the required beginning date, you could face heavy federal tax penalties.

It is important that you contact the Fund Office prior to your required beginning date and obtain a pension application, so that you begin receiving payments on a timely basis.

## Paying Taxes on Your Pension

Pensions and other benefit payments are usually taxed as ordinary income. If all or part of your benefit is paid in the form of a lump sum (under the Lump-Sum option or Automatic Cash-Out of Benefit provisions), it will be subject to mandatory federal income tax withholding of 20%.

You can avoid the mandatory withholding by electing to roll the lump-sum benefit (if eligible for rollover) directly into an Individual Retirement Account (IRA) or another qualified plan. Other taxes may also be deferred or reduced. Therefore, you should review your personal situation with a tax advisor before beginning to receive benefits.

## Non-Assignment of Benefits

Your retirement benefits are intended for your personal financial security. They cannot be sold, borrowed against, garnished or attached in any way. However, the Plan is required by law to honor a Qualified Domestic Relations Order to settle property rights, pay child support or pay alimony in a divorce. The Fund must also honor a federal tax lien against your benefits.

## Top-Heavy Plan

A plan is top heavy if key employees (officers and certain other highly paid participants) receive more than a limited percentage of plan benefits. In the extremely unlikely event that this Plan should become top-heavy, the requirements of federal law that a top-heavy plan must provide minimum pension benefits and favorable vesting will be met.

## Plan's Definition of Employee

You're considered an employee by the Plan's definition if you:

- work for a Contributing Employer in a job covered by an agreement that requires contributions to the Pension Fund; or
- are an officer or employee of the International Brotherhood of Painters & Allied Trades District Council No. 35 Boston and vicinity who earns 900 or more hours during a Plan Year;
- are an employee of the Painters & Allied Trades District Council No. 35 Area Trust Funds; or
- are an employee of Painting and Decorating Contractors of Eastern Massachusetts, Inc.

A person who performs both work covered by a collective bargaining agreement and work not covered (for instance, management, supervisory or estimating work) is an employee only when performing the collective bargaining work. If you are not working in covered employment, you will not receive pension credit. Leased employees do not fall under the Plan's definition of employee.

## Maximum Retirement Benefits

In no event may your annual retirement benefit from the Plan exceed the legal limit. This limit is specified in Section 415 of the Internal Revenue Code.

## Actuarial Adjustment for Delayed Retirement

If the date your pension is scheduled to begin occurs after you've reached normal retirement age, the monthly benefit you receive will be the greater of:

- the benefit you've earned based on your pension credits; or
- the benefit you've earned as of your normal retirement age, actuarially increased for each complete calendar month between your normal retirement age and the date your pension is scheduled to begin.

The benefit will be converted to the form of payment that you elect, or the automatic form of payment if you did not elect a specific payment option.

If you first become entitled to additional benefits after you reach normal retirement age, whether because of additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than normal retirement age.

The increase will be 1% per month for the first 60 months after normal retirement age and 1.5% per month for each month thereafter. There will be no increase for any month for which a retroactive payment is made.

### Annual Pension Statements

An annual pension statement is mailed to you each year. This becomes the official basis of granting credit for pension benefits. When you receive this statement, check it against any personal records you may have maintained regarding your employment. Look for any discrepancies in the information reported and check that all contributions were made for all hours worked. If you do see an error, contact the Fund Office.

It is important that you retain your annual pension statement. If you do not receive them, contact the Fund Office. Most likely it is because the Fund Office does not have a data card on file for you or your correct address.

### Importance of Submitting Data Cards

As a participant covered by the Pension Fund, you must complete and submit a data card to the Fund Office. The information on the card is required to set up a permanent record and is used as a basis for determining benefits. Also, it is the only source the Fund has for your address. If the Fund Office does not have a data card on file for you, you will not receive the annual statement of contributions made to the Fund by your employers—and if you don't receive this statement, you will not have an opportunity to correct errors in your record.

### If You Move

If you move, don't forget to notify the Fund Office of your new address in writing as soon as possible to avoid pension payment delays.

#### Change of Address

You must notify the Fund Office in writing when you move. The Fund Office mails important information to the members. A delay or lack of receipt of the information could result in a monetary loss to you. A good example of this is the announcement of benefit improvements and changes in the rules or eligibility requirements.

### Copy of the Plan Document

Copies of the Amended and Restated Pension Plan may be obtained, upon written request, at the Fund Office. There will be a charge for copying. If you should have any further questions, answers may be obtained by writing to:

PAINTERS & ALLIED TRADES  
DISTRICT COUNCIL NO. 35  
PENSION FUND  
25 Colgate Road, Suite 204  
Roslindale, Massachusetts 02131-1105  
Telephone No. (617) 524-1240

### Transfers Between Bargained and Non-Bargained Status

If you are in a non-bargained job covered under the Plan when you complete five years of vesting service, you are 100% vested in your benefit, including benefits accrued after your transfer and benefits accrued while you were covered under a collective bargaining agreement.

If you work in bargained and non-bargained positions under the Plan during a Plan Year, you will be classified as bargained or non-bargained for that year depending on the status in which you are credited with the most hours. However, if you earn 1,000 hours in a non-bargained position, you are treated as non-bargained for that Plan Year.

# If Your Claim for a Benefit is Denied

If you apply for a retirement benefit and your claim is denied, you will be notified in writing by the Fund Administrator. The denial will include in understandable language:

- the specific reason or reasons for the denial;
- the specific reference to the pertinent Plan provisions on which the denial is based;
- a description of any additional material or information that you may need to provide to perfect your claim and the reasons why this information is necessary;
- information on how to submit your claim for review; and
- a statement explaining your rights to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination after the review.

## Denial of Claims (Other than Disability Pension Claims)

If a “claimant” (you, your beneficiary or any other person who claims to be entitled to a benefit under the Pension Plan) files a claim that is denied in whole or in part, the Fund Administrator will notify the claimant within 90 days of the receipt of the claim. If necessary, the Fund Administrator may receive an extension of up to another 90 days to notify the claimant of the denial. If the Fund Administrator receives the extension, he or she will notify the claimant of the extension within the original 90-day period.

### Right to Appeal

Within 60 days after you receive notice of denial, you or your authorized representative may request, by mailing or delivery of written notice to the Fund Administrator, a review and/or hearing of the decision denying the claim. The request must state in clear and concise terms the reason or reasons for disputing the denial and must be accompanied by any pertinent documentary material not already furnished. The review and/or hearing will take into account all comments, documents, records and other information submitted by the claimant relating to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

## Denial of Disability Claims

If you claim to be entitled to a benefit under the Plan because you are disabled, and the Fund Administrator makes a determination that you are not disabled, the Fund Administrator will notify you of the denial in writing within 45 days of receipt of your claim.

If necessary, the Fund Administrator may receive an extension of up to 30 days to notify you of the denial. If the Fund Administrator receives an extension, he or she will notify you of the extension within the original 45-day period.

The Fund Administrator may receive a second 30-day extension, if he or she determines before the end of the first extension that a decision cannot be made within the first extension period due to reasons beyond the Fund’s control. If this second extension is necessary, you will be notified before the first extension period expires.

If unresolved issues prevent a decision on a claim from being made, you will be given 45 days from the date you receive the extension notice to provide the specified information.

## Notice of Denial

If the Fund Administrator relied on an internal rule, guideline, protocol or similar criterion in making his or her decision to deny your claim, the notice you receive detailing your denial will include that information. You will also be notified of your right to request a free copy of the internal rule, guideline, protocol or similar criterion.



## If Your Benefit Claim is Denied

### Your Right to Appeal (Disability Claims)

Within 180 days after you receive notice of denial of your disability claims, you or your authorized representative may request, by mailing or delivery of written notice to the Fund Administrator, a review and/or hearing of the decision denying the claim. This request must state in clear and concise terms the reason or reasons for disputing the denial and must be accompanied by any pertinent documentary material that you have not already provided. The review and/or hearing will take into account all comments, documents, records and other information that you have submitted relating to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

The Board of Trustees will make the review of the appeal for denial of disability claims.

The Board of Trustees will not take the original denial of your claim into account when they review your appeal.

If the denial of disability claims was based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional must be an individual who was not consulted in connection with the denial of the claim that is the subject of the appeal, nor a subordinate of an individual who was consulted in connection with the denied claim.

### Your Right to Appeal (Non-Disability Claims)

Within 60 days after you receive notice of denial of your benefit claims, you or your authorized representative may request, by mailing or delivery of written notice to the Fund Administrator, a review and/or hearing of the decision denying the claim. This request must state in clear and concise terms the reason or reasons for disputing the denial and must be accompanied by any pertinent documentary material that you have not already provided. The review and/or hearing will take into account all comments, documents, records and other information that you have submitted relating to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

The Board of Trustees will make the review of the appeal for denial of benefit claims.

## Provisions for All Claims

### Your Right to an Authorized Representative

You may appoint an authorized representative to act on your behalf for the purposes of filing a claim and seeking a review of the denied claim. The claimant, however, must notify the Fund Administrator in advance in writing of the name, address and phone number of the authorized representative.

### Review of Documents

Upon request and free of charge, the claimant or duly authorized representative will be permitted to review relevant documents and submit issues and comments in writing. A document, record or other information is "relevant" if it:

- was relied upon in making the benefit determination;
- was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or
- demonstrates compliance with the administrative processes and safeguards required under federal law.

The Board of Trustees will also provide the identification of medical or vocational experts whose advice was obtained on behalf of the Fund in connection with the claimant's disability claim denial, whether or not the advice was relied upon in making the adverse decision.

### Presumption

If the claimant fails to request a review and/or hearing within the 60- or 180-day period, it will be conclusively determined for all purposes of this Plan that the denial of such claim by the Fund Administrator is correct. If the claimant requests a hearing within the 60- or 180-day period, the Board of Trustees will designate and notify the claimant of the designated time and place for the hearing. The hearing will take place between seven and 60 (or 180) days from the date of the claimant's notice to the Board of Trustees.

### Notification of Decision

The Board of Trustees will make their decision at their next scheduled meeting that is at least 30 days after the Fund's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In this case, a benefit determination may be made by no later than the date of the second meeting following the Fund's receipt of the request for review.

If special circumstances require a further extension of time for processing, a benefit determination will be made no later than the third meeting following the Board of Trustees' receipt of the request for review. If the extension of time for review is required because of special circumstances, the Fund Administrator will notify the claimant in writing of this decision, describing the special circumstances and the date as of which the benefit determination will be made before the extension period begins. The Fund Administrator will notify the claimant of the benefit determination as soon as possible, but no later than five days after the benefit determination is made.

### Content of Notice

The claimant will be advised of the Board of Trustees' decision in writing. The notice of denial will be written in a manner reasonably expected to be understood by the claimant and will include:

- specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based;
- a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information "relevant" to the claimant's claims for benefits, as described under "Review of Documents" on page 40;
- a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why the material or information is necessary;

- a statement describing any voluntary appeal procedures and the claimant's right to obtain information about such procedures, if any;
- a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review;
- if any internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on a disability claim, the specific rule, guideline, protocol or other similar criterion, or a statement that the rule, guideline, protocol or other similar criterion will be provided free of charge upon request; and
- if adverse benefit determination of a disability claim is based on a medical necessity, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that the explanation will be provided free of charge.

### Determination

If the Board of Trustees' determination is favorable to the claimant, it will be binding and conclusive. If the determination is adverse to the claimant, it will be binding and conclusive unless the claimant:

- notifies the Board of Trustees within 90 days after receiving the determination, that he intends to institute legal proceedings challenging their determination; and
- actually institutes the legal proceedings within 180 days after receiving the determination.

### Fully Binding

All decisions on appeal will be final and binding on all parties, subject only to your right to bring a civil action under Section 502(a) of ERISA after you have exhausted the Plan's appeal procedures. If you have any questions about the appeals process, please contact the Fund Office.





# How Your Pension Is Protected

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

1. 100% of the first \$11 of the monthly benefit accrual rate; and
2. 75% of the next \$33.

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.

The PBGC guarantee generally covers:

- normal and early pension benefits;
- disability benefits if you become disabled before the plan becomes insolvent; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law;

- benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of:
  - the date the plan terminates; or
  - the time the plan becomes insolvent.
- benefits that are not vested because you have not worked long enough;
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

## For More Information

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

## Plan Termination

The Trustees intend to continue the Plan in this booklet indefinitely but reserve the right to amend or change or terminate it if necessary. Any such modifications shall be made in writing. If the Plan should be terminated or amended or changed, it will not affect your right to any benefit to which you have already become entitled.



# Your ERISA Rights

In 1974 Congress passed the Employee Retirement Income Security Act (ERISA), which grants certain rights to all Pension Plan participants.

## Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Administrative Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including any 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.
- Obtain, upon written request to the Administrative Office, copies of documents governing the operation of the Plan, including any insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Fund Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

## 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 Fund 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 Fund 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, 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.

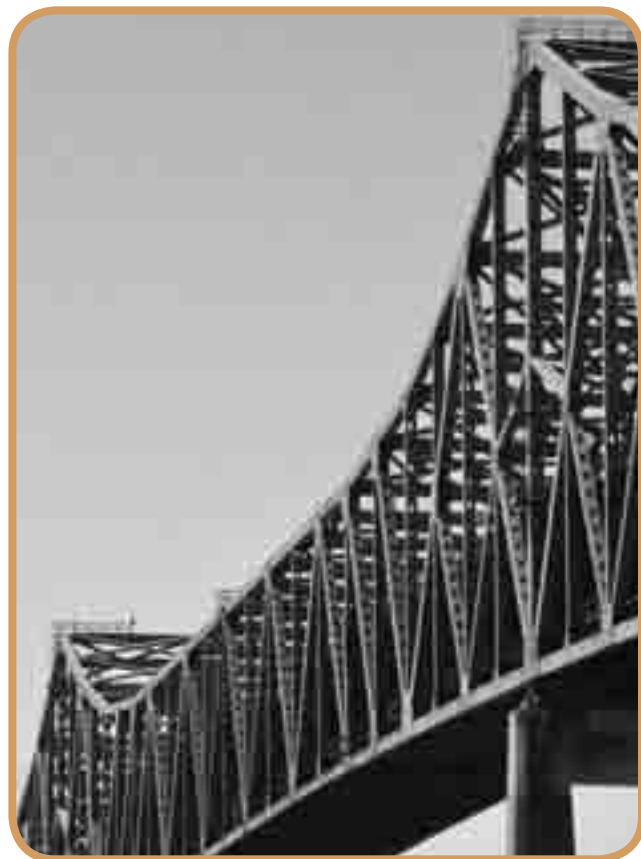
However, in all cases including those described in the above paragraph, you must first exhaust your administrative remedies under the Plan by following the Claims Procedure and Claims Review Procedure described in this booklet before you may file suit in any court.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should: 1) Contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory; or 2) Call the EBSA's Toll-Free Employee & Employer Hotline at 1-866-444-EBSA (3272); or 3) Visit the EBSA website at <http://www.dol.gov/ebsa>; or 4) Write to the EBSA's Office of Participant Assistance at the following address:

Office of Participant Assistance  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, NW, Suite N-5625  
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA's Toll-Free Employee & Employer Hotline at 1-866-444-EBSA (3272).







# Painters & Allied Trades District Council No. 35 Trust Funds

## UNION TRUSTEES

JEFFREY P. SULLIVAN, *Sec. Treas.*  
CHRISTIAN BRENNAN  
CHARLES FOGELL  
JOSEPH GUARINO  
JOSEPH ITRI  
WILLIAM LEGRAND

## FUND OFFICE

25 COLGATE ROAD  
SUITE 204  
Roslindale, MA 02131-1105  
Telephone (617) 524-1240  
Or (800) 799-1240  
Fax No. (617) 524-3557  
Fax No. (617) 524-0227

## EMPLOYER TRUSTEES

THOMAS STEEVES, *Chairman*  
THOMAS S. GUNNING  
MARK E. KENNEDY  
LAURENCE MILLER  
MATTHEW SOEP  
PETER TOWNSEND

DEBORAH COTTER, FUND ADMINISTRATOR

Date: August 1, 2022

To: D.C. #35 Pension Plan Participants

From: The Board of Trustees

Re: Pension Benefit Improvement

The Board of Trustees of the Painters & Allied Trades D.C. #35 Pension Fund is pleased to announce an increase in the pension accrual rate effective **July 1, 2021**.

The \$175.00 accrual rate for active participants is increased to \$187.50 per pension credit.

Active Local 1044 member's accrual rate for **service earned prior to June 30, 1997** has been increased from \$108.00 to \$120.50.

The benefit increase is due to consistent investment returns and employment experience. The Plan continues to offer some of the highest benefits available throughout the industry.

### **ELIGIBILITY FOR BENEFIT IMPROVEMENTS**

In order to be eligible for this benefit improvement, a participant must **retire on or after July 1, 2021** and meet one of the following work tests:

- Earn one (1) full pension credit July 1, 2020 to June 30, 2021;  
**OR**
- Earn one-quarter (1/4) pension credit April 1, 2021 to June 30, 2021; **OR**
- Earn at least one-quarter (1/4) pension credit after July 1, 2021.

Pension credits frozen due to a benefit break will be valued at the rate in effect at the time the benefit break was incurred.

The examples below are not the only pension types or benefit options.

Participants will be advised of all their options, including spousal joint and survivor benefits, at retirement.

## Examples without a benefit break:

Age	Total Pension Credits	Retirement Date	Benefit Break?	Accrual Rate per Pension Credit	Life Benefit @ age 60	Type of Pension	Reduction for Early Retirement	Benefit @ Retirement 7/1/2021
65	30	7/1/2021	No	\$187.50	n/a	Regular	n/a	\$5,625.00
57	25	7/1/2021	No	\$187.50	\$4,687.50	Early	\$421.88	\$4,266.00
55	30	9/1/2021	No	\$187.50	\$5,625.00	Service	n/a	\$5,625.00

Reduction for Early pension is 0.25% per month under age 60.

## Example with a benefit break:

A benefit break occurs when a participant fails to earn at least a quarter of a pension credit in three consecutive plan years.

Age	Total Pension Credits	Retirement Date	Benefit Break?	Accrual Rate per Pension Credit	Life Benefit @ age 60	Type of Pension	Reduction for Early Retirement	Benefit @ Retirement 7/1/2021
60	28	7/1/2022	Yes	see below	\$4,405.00	Regular-early*	n/a	\$4,405.00
Breakdown of Benefit with benefit break								
Pension Credits		Last Plan Year Credit Earned		Accrual Rate	Benefit Amount			
26		2015		\$155.00	\$4,030.00			
2		2022		\$187.50	\$ 375.00			

\*Regular-early applies at minimum age 60 but not yet age 65. There is no benefit reduction for age. Previously classified as "regular." Definition changed in 2015.

**Important notes:**

Pensioners who retired July 1, 2021 (or later) and who qualify for the benefit improvement will receive a retroactive benefit increase.

- The plan year is July 1 to June 30. Pension and vesting credits are earned by working in covered employment during a plan year.
- Pension applications must be received in the Fund Office at least 30 days before the desired retirement date.
- The minimum ages do not apply to disability pensions. If disabled, contact the Fund Office as soon as possible for potential benefits.

This chart lists the hours needed for pension and vesting credits. Monthly pension benefits are based on pension credits.

Earning Pension Credits	
Minimum Hours Needed	Pension Credit Earned
300	0.25
600	0.50
900	0.75
1200	1.00

Earning Vesting Credits (VC)	
Minimum Hours Needed	Vesting Credit Earned
300	0.25
600	0.50
900	1.00
At least 5 VC needed for retirement at age 65.	
At least 10 VC needed for retirement at age 55.	

Please contact the Fund Office with questions regarding your pension benefits.



# Painters & Allied Trades District Council No. 35 Trust Funds

## UNION TRUSTEES

JEFFREY P. SULLIVAN, *Sec. Treas.*  
CHRISTIAN BRENNAN  
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25 COLGATE ROAD  
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Fax No. (617) 524-3557  
Fax No. (617) 524-0227

## EMPLOYER TRUSTEES

THOMAS STEEVES, *Chairman*  
JOHN FERRANTE  
MARK E. KENNEDY  
LAURENCE MILLER  
MATTHEW SOEP  
PETER TOWNSEND

DEBORAH COTTER, FUND ADMINISTRATOR

Date: March 22, 2021

To: D.C. #35 Pension Plan Participants

From: The Board of Trustees

Re: Pension Benefit Improvement

The Board of Trustees of the Painters & Allied Trades D.C. #35 Pension Fund is pleased to announce an increase in the pension accrual rate effective **July 1, 2020**.

The \$165.00 accrual rate for active participants is increased to \$175.00 per pension credit.

Active Local 1044 member's accrual rate for **service earned prior to June 30, 1997** has been increased from \$98.00 to \$108.00.

These improvements are attributable to consistent investment returns and employment experience. They provide our participants with some of the highest benefits available throughout the industry.

### **ELIGIBILITY FOR BENEFIT IMPROVEMENTS**

In order to be eligible for this benefit improvement, a participant must **retire on or after July 1, 2020** and meet one of the following work tests:

- Work 300 hours April 1, 2020 through June 30, 2020; **OR**
- Earn at least 1/4 pension credit after July 1, 2020.

Pension credits frozen due to a benefit break will be valued at the rate in effect at the time the benefit break was incurred.

The examples below are not the only pension types or benefit options.

Participants will be advised of all their options, including spousal joint and survivor benefits, at retirement.

Examples without a benefit break:

<u>Age</u>	<u>Total Pension Credits</u>	<u>Retirement Date</u>	<u>Benefit Break?</u>	<u>Accrual Rate per Pension Credit</u>	<u>Life Benefit @ age 60</u>	<u>Type of Pension</u>	<u>Reduction for Early Retirement</u>	<u>Benefit @ Retirement 7/1/2020</u>
65	30	7/1/2020	No	\$175.00	n/a	Regular	n/a	\$5,250.00
57	25	7/1/2020	No	\$175.00	\$ 4,375.00	Early	\$393.75	\$ 3,981.25
55	30	9/1/2020	No	\$175.00	\$ 5,250.00	Service	n/a	\$ 5,250.00

Reduction for Early pension is 0.25% per month under age 60.

Example with a benefit break:

A benefit break occurs when a participant fails to earn at least a quarter of a pension credit in three consecutive plan years.

<u>Age</u>	<u>Total Pension Credits</u>	<u>Retirement Date</u>	<u>Benefit Break?</u>	<u>Accrual Rate per Pension Credit</u>	<u>Life Benefit @ age 60</u>	<u>Type of Pension</u>	<u>Reduction for Early Retirement</u>	<u>Benefit @ Retirement 7/1/2021</u>
60	28	7/1/2021	Yes	see below	\$ 4,380.00	Regular-early*	n/a	\$ 4,380.00
Breakdown of Benefit with benefit break								
Pension Credits		Last Plan Year Credit Earned		Accrual Rate	Benefit Amount			
26		2015		\$ 155.00	\$ 4,030.00			
2		2021		\$ 175.00	\$ 350.00			

\*Regular-early applies at minimum age 60 but not yet age 65. There is no benefit reduction for age. Previously classified as "regular." Definition changed in 2015.

### Important notes:

Pensioners who retired July 1, 2020 (or later) and who qualify for the benefit improvement will receive a retroactive benefit increase.

- The plan year is July 1 to June 30. Pension and vesting credits are earned by working in covered employment during a plan year.
- Pension applications must be received in the Fund Office at least 30 days before the desired retirement date.
- The minimum ages do not apply to disability pensions. If disabled, contact the Fund Office as soon as possible for potential benefits.

Earning Pension Credits	
Minimum Hours Needed	Pension Credit Earned
300	0.25
600	0.50
900	0.75
1200	1.00

Earning Vesting Credits (VC)	
Minimum Hours Needed	Vesting Credit Earned
300	0.25
600	0.50
900	1.00
At least 5 VC needed for retirement at age 65.	
At least 10 VC needed for retirement at age 55.	

Please contact the Fund Office with any questions regarding your pension benefits.

# Painters & Allied Trades District Council No. 35 Trust Funds

## UNION TRUSTEES

JEFFREY P. SULLIVAN, *Sec. Treas.*

PAUL CANNING

CHARLES FOGELL

JOSEPH GUARINO

JOSEPH ITRI

WILLIAM LEGRAND

## FUND OFFICE

25 COLGATE ROAD

SUITE 204

Roslindale, MA 02131-1105

Telephone (617) 524-1240

Or (800) 799-1240

Fax No. (617) 524-3557

Fax No. (617) 524-0227

## EMPLOYER TRUSTEES

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JOHN FERRANTE

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MATTHEW SOEP

PETER TOWNSEND

WILLIAM McDEVITT, FUND

ADMINISTRATOR

## **Pension Benefit Improvements**

The Board of Trustees of the Painters & Allied Trades D.C. #35 Pension Fund is pleased to announce substantial increases in pension accrual rates as of July 1, 2018.

Effective July 1, 2018, the \$155.00 accrual rate for active participants is increased to \$165.00 per pension credit.

Active Local 1044 member's accrual rate for service earned prior to June 30, 1997 has been increased from \$88.00 to \$98.00 per pension credit.

### **ELIGIBILITY FOR IMPROVEMENTS:**

In order to be eligible for this improvement, a Pension Plan participant must meet the following work tests:

- Retire after June 30, 2018; and
- Earn at least  $\frac{1}{4}$  Pension Credit (work 300 hours in a plan year) after June 30, 2018.

Things to remember about calculating pension benefits:

- Participants must qualify for a pension under the terms of the Painters & Allied Trades D.C. #35 Pension Plan;
- Participants who have incurred a benefit break may not receive the increase on all their pension credits;
- A life benefit provides a benefit for the participant's lifetime only;

(see reverse side for additional information)

- Married participants and their spouses may elect a lesser monthly benefit at retirement to provide a survivor benefit for the spouse;
- A full pension credit requires 1200 hours in covered employment in a fiscal year (July 1 to June 30);
- An early pension requires a minimum age of 55, at least 10 pension or vesting credits, but fewer than 30 pension credits; the benefit is reduced by 0.25% per month for every month less than age 60;
- A service age pension requires a minimum age of 55 and a minimum of 30 pension credits;
- A regular pension requires a minimum age of 60 and at least 10 pension or vesting credits;
- Age 65 is the earliest retirement age for a participant with at least 5 but fewer than 10 vesting credits;
- All applicable options will be reviewed with participants at the time of retirement.

EXAMPLES of potential benefits (your benefits may differ):

	<u>Total</u>			<u>Accrual</u>	<u>Life</u>			
<u>Age</u>	<u>Pension</u>	<u>Retirement</u>	<u>Benefit</u>	<u>Rate per</u>	<u>Benefit @</u>	<u>Type of</u>	<u>Reduction</u>	<u>Benefit @</u>
	<u>Credits</u>	<u>Date</u>	<u>Break?</u>	<u>Pension</u>	<u>age 60</u>	<u>Pension</u>	<u>for Early</u>	<u>Retirement</u>
				<u>Credit</u>			<u>Retirement</u>	<u>9/1/2018</u>
60	27	9/1/2018	No	\$165.00	\$4,455.00	Regular	n/a	\$4,455.00
57	27	9/1/2018	No	\$165.00	\$4,455.00	Early	\$400.95	\$4,054.50
55	30	9/1/2018	No	\$165.00	\$4,950.00	Service	n/a	\$4,950.00

These improvements are attributable to exceptional investment and employment experience and they provide our participants with some of the highest benefits available throughout all the trade industries.

### PILOT PROGRAM FOR LIMITED RETIREE EMPLOYMENT

The Painters & Allied Trades D.C. #35 Pension Plan Board of Trustees approved a change to the work after retirement rules. This change applies to specific work not covered by the collective bargaining and ***must be pre-approved in writing before the retiree begins working.***

- Jobs in the pilot program are limited to project manager, safety officer, or estimator;
- The retiree will not directly or indirectly supervise bargaining unit members;
- The retiree must be at least 58 years of age;
- The retiree returns to work for the contributing employer for whom he or she worked immediately prior to retirement;
- No retiree who is working under the pilot program will accrue benefit credit for any of the negotiated bargaining unit benefit funds including the retiree health subsidy under the Health Benefit Plan or the Pension Plan;
- The retiree will forfeit any and all eligibility for any current Retiree Premium Reimbursement Plan benefits or any future Retiree Premium Reimbursement Plan program; however, the retiree will continue to receive benefits under the Special Retiree Plan and the Retiree Vision and Hearing Benefits, if eligible.

This is a limited pilot program which ends March 31, 2020. For additional limitations and guidelines, contact the Fund Office.

The Fund Office may be reached at 617-524-1240 or 800-799-1240 for questions Monday through Friday 8:00 AM to 4:00 PM.

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# Painters & Allied Trades District Council No. 35 Trust Funds

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## FUND OFFICE

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Fax No. (617) 524-3557

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SHARON P. SAGANEY, *Fund Administrator*

## The Board of Trustees is Pleased to Announce an Improvement to the HEALTH COVERAGE OPTIONS AFTER RETIREMENT FOR ELIGIBLE RETIREES AND DEPENDENTS WHO LOSE HEALTH COVERAGE MARCH 31, 2013 OR LATER

Retirees on active health coverage when they retire have two options for health insurance: Purchase COBRA for 18 months OR purchase coverage on their own and receive reimbursement from the D.C. #35 Health Plan (Premium Reimbursement.) The Trustees of the Painters & Allied Trades D.C. #35 Health Plan have approved a **significant** improvement to the Premium Reimbursement option effective for retirees losing coverage March 31, 2013 or later.

**How Premium Reimbursement Works:** A retiree and eligible dependents losing coverage March 31, 2013 (or later) purchase health insurance on their own. The new plan can be a non-group plan or another group health plan. The retiree pays the premium. The D.C. #35 Health Fund reimburses the retiree the premium cost up to a set maximum determined by the number of earned pension credits (maximum 30 Pension Credits) at retirement date. This benefit is available for up to 120 months, or Medicare eligibility, whichever comes first.

Examples of monthly reimbursement rates:

<u>Pension Credits</u>	<u>Individual Rate</u>	<u>Maximum Reimbursement</u>	<u>Family Rate</u>	<u>Maximum Reimbursement</u>
10	\$35.00	\$ 350.00	\$70.00	\$ 700.00
15	\$35.00	\$ 525.00	\$70.00	\$1,050.00
20	\$35.00	\$ 700.00	\$70.00	\$1,400.00
25	\$35.00	\$ 875.00	\$70.00	\$1,750.00
30	\$35.00	\$1050.00	\$70.00	\$2,100.00
35	\$35.00	\$1050.00	\$70.00	\$2,100.00

**Notes:** Reimbursement is issued quarterly. Retirees must choose between COBRA and Premium Reimbursement. There is no premium reimbursement if you are eligible for Medicare or you become eligible for Medicare prior to age 65. If you are divorced during the premium reimbursement period, reimbursement will terminate for your ex-spouse.

(please see other side)

**Special Retiree Plan:** A participant retires and is eligible for active (not COBRA) health insurance on the day of retirement, he/she may be eligible for benefits under the "Special Retiree Plan" for one year for himself/herself only (no dependents).

To be eligible, the retiree must:

- be at least age 60 (but not yet age 65) when pension payments start from the Painters & Allied Trades District Council No. 35 Pension Fund;
- have worked at least 10,000 hours in Covered Employment during the 10 years prior to the year in which he/she retires;
- have been eligible for health benefits under this Plan for at least 17 of the 20 insurance periods in those ten years;
- have worked a total of at least 300 hours in the two (2) eligibility periods immediately preceding the date coverage terminates due to reduction in hours.
- are not eligible for Medicare Coverage.

If a retiree meets all of these requirements, he/she (but not the dependents) will be eligible for a special 12 additional months of health benefits under the active employee plan. Coverage is limited to a maximum of twelve (12) months. Retirees who are eligible for the Special Retiree Plan will be eligible for Premium Reimbursement when the year ends provided they are under age 65/not Medicare eligible. Their eligible dependents are entitled to elect COBRA continuation coverage OR Premium Reimbursement of a group/non-group Plan when the dependents' active coverage ends.

Please contact the Fund office at 800-799-1240 for additional information.

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PETER TOWNSEND

WILLIAM McDEVITT, FUND ADMINISTRATOR

Date: June 18, 2019

To: Pension Plan Participants

From: Board of Trustees

Re: Change to Work after Retirement Rules

The Pension Plan has rules about working after retirement. Failure to comply with the rules can result in your monthly benefit being stopped for a suspension period. The Plan also provides a work exception rule that allows you to work and receive your monthly pension benefit.

The Board of Trustees amended the Plan to simplify the work exception rule to enable the Plan and retirees to track work hours in order to stay under the maximum permitted amount of hours and still receive a monthly pension.

Effective July 1, 2019, the hours retirees are allowed to work will be tracked on a Plan-Year basis. The Plan Year is July 1 through June 30. **Important note: The hour limit has not changed**, and any hours worked prior to July 1, 2019 will not count against the yearly total for plan year-end June 30, 2020.

- Retirees between ages 55-64 are permitted to work 300 hours in a plan year.
- Retirees between ages 65-69 are permitted to work 375 hours in a plan year.
- Retirees age 70 and above are permitted to work without limitation.
- Retirees who retired under Total and Permanent Disability may not work in any employment.
- Retirees who retired under a Partial Disability may not work in construction industry in the trade.

If a retiree exceeds the hours limit during a Plan Year, their monthly benefit will be suspended for any month he or she continues to work in Covered Employment or any other type of Disqualifying Employment, (if you are under Normal Retirement Age 65) or Totally Disqualifying Employment, (if you are over Normal Retirement Age 65). Per the Plan, retirees under Normal Retirement Age 65 are subject to an additional six to twelve month suspension for disqualifying employment.

-See page 2 on reverse side-



- Covered Employment is work for which your employer is required to make contributions to the Plan on your behalf.
- Disqualifying Employment is employment (or self-employment) in an occupation for which the Fund accepts contributions **or** in an occupation in any business that would be within the jurisdiction of the Painting and Decorating Contractors of America, AFL-CIO, including employment as a principal owner or officer of a union or non-union company.
- Totally Disqualifying Employment means employment (or self-employment) that is (a) in an industry covered by the Plan when your pension payments began, (b) in the geographic area covered by the IUPAT when your pension began, **and** (c) in any occupation in which you worked under the Plan at any time or any occupation covered by the Plan at the time your pension payments began. Work in Covered Employment for which the employer is required to make contributions to the Plan on your behalf is always Totally Disqualifying.

Non-Disability Pensions	Maximum Threshold per Plan year	Work in Covered Employment between July 1 to June 30	BENEFIT SUSPENDED?
Ages 55-64	300	Up to 300 hours	No
		Worked over 300	<b>YES</b>
Ages 65-69	375	Up to 375 hours	No
		Worked over 375*	<b>YES*</b>
Age 70 +	NONE	No limit	SUSPENSION RULES DO NOT APPLY

<u>DISABILITY</u>	<u>Maximum Threshold</u>	<u>Hours Worked</u>	<u>DISABILITY BENEFIT ENDS?***</u>
Total Disability	0	ANY EMPLOYMENT	<b>YES</b>
Partial Disability	0	EMPLOYMENT IN CONSTRUCTION INDUSTRY REQUIRING EXERTION OF A PAINTER	<b>YES</b>
		EMPLOYMENT OUTSIDE THE INDUSTRY	No

\*Benefits suspended after 375 hours and more than 39 hours per month.

\*\*Pensioner may re-apply for non-disability benefit when he or she meets Plan requirements.

If you have any questions about this change, the work after retirement rules, of benefit suspension, please contact the Fund Office at 800-799-1240.