CULINARY WORKERS UNION
LOCAL 226

Southern Nevada Culinary & Bartenders Pension Fund

BARTENDERS & BEVERAGE DISPENSERS UNION LOCAL #165
LAS VEGAS, NV

SUMMARY PLAN DESCRIPTION


Effective July 2020

Telephone (702) 369-0000 • Fax (702) 369-2198

www.culinarypension.org

A & B PRINTING & MAILING

INTRODUCTION

TO PLAN PARTICIPANTS:

A secure retirement is an important goal of all working men and women. Although Social Security benefits, individual savings, and insurance provide some retirement income, most of us need more in order to maintain a comfortable standard of living during retirement. The Southern Nevada Culinary and Bartenders Pension Plan is designed to supplement your Social Security benefits and personal savings and provide a larger monthly income when you retire.

The Plan was originally established January 1, 1971, and was last restated effective December 31, 2014 and amended through July 1, 2020. Throughout the Plan's history, it has been updated continuously to keep up with the changes in the law. Many of these changes have resulted in important benefit improvements and added protections for Employees and their spouses. The Trustees have also amended the Plan, from time to time, to add new benefits (such as Disability, Early Retirement, and Death Benefits), to increase the benefit schedules and the amount of income you will receive at retirement, and to shorten the time required to become vested in your benefits.

As Trustees, we hope you will share with us our enthusiasm for the Plan and the added measure of retirement security it provides for those who work in the hospitality industry in Las Vegas.

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SPECIAL NOTES

(1) This booklet contains a Summary Plan Description of the Southern Nevada Culinary and Bartenders Pension Plan and the official Plan Document, as restated December 31, 2014 and amended through July 1, 2020. The Summary Plan Description is set out in a question and answer format and is intended only to highlight some of the Plan's essential points. This Summary Plan Description replaces and supersedes all prior versions of the Summary Plan Description and any modifications thereto.

(2) The Summary Plan Description is subject to the provisions of the Plan Document and the Trust Agreement and cannot modify or affect the Plan Document or Trust Agreement in any way. In the event of any conflict between the Summary Plan Description and the Plan Document or the Trust Agreement, the Plan Document and Trust Agreement will control. In addition, neither you nor any beneficiary shall earn any rights because of any statement in, or omission from, the Summary Plan Description. The provisions of the Plan Document and the Trust Agreement cannot be modified or amended in any way by any statement or promise made by any person, including employees of the Administrative Office, the Unions, or a contributing Employer.

(3) It is hoped that the Plan will continue indefinitely in its present form, but the Board of Trustees reserves the right to amend or terminate the Plan at any time. The Plan could also be amended or terminated as the result of an agreement between participating Employers and the Culinary and Bartenders Unions. If the Plan is ever terminated, your right to your earned benefit will automatically become 100% vested at that time.

(4) **Board Determinations Conclusive.** The Board of Trustees shall have full discretion and authority to determine questions concerning the interpretation or administration of this Plan, including without limitation, all questions relating to eligibility for Plan benefits, and the determinations of the Board shall be conclusive and binding as to all persons and for all purposes.

(5) Please note that if there are any differences between the Spanish and English versions of this summary plan description, the English version will control.

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QUESTIONS & ANSWERS

COVERAGE AND RETIREMENT AGES

(1) What is the purpose of the Plan?

The purpose of the Plan is to provide eligible retirees with pension retirement benefits based on their years worked in the industry. The Plan's benefits are in addition to Social Security, individual savings, and insurance.

(2) When did the Plan start?

January 1, 1971.

(3) Who pays for the Plan?

Each of the Employers who has a Collective Bargaining Agreement with the Culinary Workers Union Local 226 and the Bartenders Union Local 165 is required to make Contributions to the Fund. No Employees contribute to the Fund. The amounts of Employer Contributions are determined by the terms of the Collective Bargaining Agreements. Upon receipt, the Employer Contributions are deposited in the Trust Fund and are invested in various assets. If you become entitled to a benefit, it will be paid from the assets of the Fund.

(4) Who is covered under the Plan?

All Employees working in Covered Employment for a signatory Employer are eligible to participate in the Plan. Covered Employment is basically any employment in a job classification covered by a Collective Bargaining Agreement between your employer and the Culinary Workers Union Local 226 or the Bartenders Union Local 165. In addition, all Employees of the Unions, Training Fund and the United Labor Agency of Nevada on whose behalf Contributions are required to be made to the Plan are eligible to participate. (Plan Sections 2.06 and 2.08)

(5) When do I become covered?

You automatically become covered on the first day Contributions are made or required to be made on your behalf by a contributing Employer, provided you have 300 Hours of Service during the Plan Year (which is a calendar year).

(6) When may I retire?

(A) **REGULAR RETIREMENT - AGE 62 - You will be eligible for a Regular Pension at age 62 with 5 years of Pension Credit**, provided that you worked at least one covered hour on or after January 1, 1997 and were not already receiving pension benefits as of September 11, 1997.

If you have not worked after 1996 - If you have not worked at least one hour on or after January 1, 1997, but worked at least one hour on or after January 1, 1994, you will be eligible to retire at age 62 with 8 years of Pension Credit as long as you were not already receiving pension benefits as of September 26, 1996.

If you did not work at least one hour on or after January 1, 1994, you will be eligible for a Regular Pension at age 62 with 10 years of Pension Credit. (Plan Section 2.28)

Regular Retirement at age 65 under the "Participation Rule" - Even if you do not meet the above requirements, you will be eligible for a Regular Pension if you are at least age 65 and have reached the 10th anniversary of your most recent period of unbroken participation in the Plan. Your participation can be broken and you can lose your anniversary starting date in accordance with the Plan's break-in-service rules. (Plan Section 4.01(b))

In any event, if you turn age 70½ on or after January 1, 1996, you must commence your pension benefit by your required beginning date, which is April 1st following the year you either (i) actually retire (and stop working), or (ii) attain your required beginning age, whichever is later. If you reach age 70½ before January 1, 2020, your required beginning age is 70½. If you reach age 70½ on or after January 1, 2020, your required beginning age is 72. The Administrative Office will automatically start your pension payments in the form of a 50% Joint and Survivor annuity on this required beginning date, even if you do not submit an application. Failure to start your pension benefit by this date may subject your benefit to a 50% excise tax. (Plan Section 7.04(a))

(B) **EARLY RETIREMENT - AGE 55-61 - You will be eligible for an Early Retirement Pension at age 55 with 5 years of Pension Credit**, provided you worked at least one hour on or after January 1, 1997 and were not already receiving pension benefits as of January 1, 1998. The amount of your Early Retirement Pension will be reduced to take into account the fact that you are expected to receive your payments over a longer period of time. (Plan Section 2.07)

If you did not work after 1996 - If you did not work at least one hour on or after January 1, 1997, but worked at least one hour on or after January 1, 1994, you will be eligible for an Early Retirement Pension at age 55 with 8 years of Pension Credit as long as you were not already receiving pension benefits as of September 26, 1996.

If you did not work after 1993, you will be eligible for an Early Retirement Pension at age 55 with 10 years of Pension Credit. (Plan Section 2.07)

(C) **DISABILITY** - See Question 13.

(7) May I continue to work after I retire on a Regular Pension or become eligible to retire on a Regular Pension?

Yes. If you retire on a Regular Pension you may continue to work in Covered Employment. You should be aware, however, that any additional benefits you earn for your post-retirement work will be REDUCED by the actuarial value of the benefits you actually received during the year. As a result of this offset calculation, which is made in accordance with federal regulations, most pensioners who work more than forty (40) hours per month will not be entitled to any increase in their retirement benefit for their post retirement work in Covered Employment. (Plan Section 4.04) Any additional earned benefit, after the offset calculation, will be paid to you following your subsequent (or "second") retirement.

If you work past age 62 and don't start taking benefits, you will keep earning Pension Credits. You may then elect to receive your pension benefits on the first day of any subsequent month you choose. Your total earned benefit, whether you continued working after your initial eligibility date or not, will be **INCREASED** to reflect the fact that you are retiring late and have missed some retirement payments. As discussed in Questions 6 above, you must generally begin receiving benefits by April 1st after the calendar year in which you retire or reach your required beginning age, whichever is later. (Plan Section 4.04)

SERVICE COUNTED FOR BENEFITS

(8) What are years of Pension Credit?

Pension Credit is the total number of years which is used to determine your eligibility to become vested and to receive pension benefits. There are two kinds of Pension Credit - PAST SERVICE and FUTURE SERVICE. Credit for Past Service and Future Service is based solely on work in a job classification covered by a Collective Bargaining Agreement (referred to as "Covered Employment"). (Plan Sections 6.02 and 6.03)

(9) How do I qualify for Past Service Credit?

For each year you worked in Covered Employment from January 1, 1964 through December 31, 1970, you will receive one year of Past Service Credit**,** provided you worked at least 350 hours in either 1971 or 1972. You can receive no more than seven years of Pension Credit for service during this period. (Plan Section 6.02)

(10) What is Future Service Credit?

(A) **January 1, 1976 and after.** One year of Future Service Credit is earned for 1,000 or more hours worked in Covered Employment in a calendar year. Fractions of a year will be counted if 300 or more, but less than 1,000 hours are worked. (Plan Section 6.03(b))

(B) **January 1, 1971 through December 31, 1975**. One year of Future Service Credit is earned for 1,400 or more hours worked in Covered Employment in a calendar year. Fractions of a year (in quarter years) will be counted if 350 or more, but less than 1,400 hours are worked. (Plan Section 6.03(a))

CALCULATION OF YOUR EARNED BENEFIT

(11) How do I calculate my Regular Pension Benefit?

Your total **monthly** Regular Pension Benefit consists of your Future Service Benefit plus your Past Service Benefit (if you earned any Past Service Credits). You can determine your monthly Regular Pension Benefit by adding up your earned benefit as follows:

(A) **Past Service Credit** (1964 through 1970) $11.00 per year. (Plan Sections 4.03 and 6.02)

(B) **Future Service Credit** (1971 through 1975) $11.00 per full year. (1,400 hours) (Plan Sections 4.03 and 6.03)

(C) **Future Service Credit** (1976 and thereafter)
For retirements commencing on or after January 1, 1999, unless the 2016 EXCEPTION described below applies, your earned benefit is determined based on the following table:

Hours of Service in Covered Employment During the Plan Year (as defined in Section 2.13)	Earned Monthly Benefit
2000 and over	$37.83
1900-1999	35.94
1800-1899	34.05
1700-1799	32.16
1600-1699	30.27
1500-1599	28.38
1400-1499	26.49
1300-1399	24.60
1200-1299	22.71
1100-1199	20.82
1000-1099	18.92
900-999	17.03
800-899	15.14
700-799	13.25
600-699	11.36
500-599	9.46
400-499	7.57
300-399	5.68
Less than 300	**None**

2016 EXCEPTION: If you worked in Covered Employment prior to January 1, 2017 and you (1) worked less than 300 hours in Covered Employment in 2016, (2) you started to receive your pension before 2016, or (3) you retired in 2016 with less than 300 hours in 2015, your benefit is determined using the following table:

Hours of Service in Covered Employment During the Plan Year (as defined in Section 2.13)	Earned Monthly Benefit for Hours of Service 1976 through 2015	Earned Monthly Benefit for Hours of Service on or after 2016
2000 and over	$34.39	$37.83
1900-1999	32.67	35.94
1800-1899	30.95	34.05

Hours of Service in Covered Employment During the Plan Year (as defined in Section 2.13)	Earned Monthly Benefit for Hours of Service 1976 through 2015	Earned Monthly Benefit for Hours of Service on or after 2016
1700-1799	29.23	32.16
1600-1699	27.51	30.27
1500-1599	25.80	28.38
1400-1499	24.08	26.49
1300-1399	22.36	24.60
1200-1299	20.64	22.71
1100-1199	18.92	20.82
1000-1099	17.20	18.92
900-999	15.48	17.03
800-899	13.76	15.14
700-799	12.04	13.25
600-699	10.32	11.36
500-599	8.60	9.46
400-499	6.88	7.57
300-399	5.16	5.68
Less than 300	**None**	**None**

(D) **Minimum Pension:** All persons who retire on or after January 1, 1994 are entitled to receive a pension of not less than $175.00 per month. The minimum pension is not available if you elect an Early Pension Benefit. If you retired prior to January 1, 1994, the minimum pension is $125.00 per month. (Plan Section 4.03(c))

The following example shows how your monthly Regular Pension Benefit is determined:

EXAMPLE

REGULAR PENSION WITH FUTURE SERVICE CREDIT

Assume that you retired in 2019 after working in Covered Employment since 1975 (and the 2016 EXCEPTION does not apply to you). Also assume that you earned the following years of Future Service Credit:

Year	Covered Hours Worked	Years Future Service Pension Credit	Earned Benefit
1975	1,250	.75	8.25
TOTAL 1971-1975		**.75**	**$8.25**
1976	1,721	1.0	$32.16

Year	Covered Hours Worked	Years Future Service Pension Credit	Earned Benefit
1977	1,841	1.0	34.05
1978	1,627	1.0	30.27
1979	690	0.6	11.36
1980	1,709	1.0	32.16
1981	1,601	1.0	30.27
1982	1,590	1.0	28.38
1983	1,700	1.0	32.16
1984	950	0.9	17.03
1985	1,421	1.0	26.49
1986	1,603	1.0	30.27
1987	1,825	1.0	34.05
1988	1,891	1.0	34.05
1989	2,000	1.0	37.83
1990	1,500	1.0	28.38
1991	1,750	1.0	32.16
1992	1,600	1.0	30.27
1993	1,800	1.0	34.05
1994	1,300	1.0	24.60
1995	1,604	1.0	30.27
1996	800	0.8	15.14
1997	2,000	1.0	37.83
1998	1,800	1.0	34.05
1999	1,654	1.0	30.27
2000	1,690	1.0	30.27
2001	960	0.9	17.03
2002	1,750	1.0	32.16
2003	1,603	1.0	30.27
2004	1,825	1.0	34.05
2005	1,891	1.0	34.05
2006	2,000	1.0	37.83
2007	1,500	1.0	28.38
2008	1,750	1.0	32.16
2009	1,600	1.0	30.27
2010	1,800	1.0	34.05
2011	1,300	1.0	24.60
2012	1,604	1.0	30.27
2013	1,205	1.0	22.71

Year	Covered Hours Worked	Years Future Service Pension Credit	Earned Benefit
2014	980	0.9	17.03
2015	1,540	1.0	28.38
2016	1,705	1.0	32.16
2017	1,798	1.0	32.16
2018	1,670	1.0	30.27
2019	540	0.5	9.46
		42.60	**$1,275.11**

Past Service Benefit (0 yr x $11.00) (1970)	=	$ 0.00
Future Service Benefit (1971-1975)	=	8.25
Future Service Benefit (1976-2019)	=	1,275.11
Total Monthly Pension Benefit		**$1,283.36**

(12) How do I calculate my Early Pension Benefit (age 55-61)?

You calculate your Early Pension Benefit the same as your Regular Pension Benefit. You then reduce the Regular Benefit by:

(A) 0.75% per month for each month that your Early Pension precedes age 62 if you retire on or after age 60, but prior to age 62; and

(B) An additional 0.50% per month for each month that your Early Pension precedes age 60 if you retire on or after age 55, but prior to age 60. (Plan Section 4.05)

EXAMPLE

Assume you work 1900 hours per year from 2010 through 2019 and earn a total Regular Pension Benefit, payable at age 62, of $359.40 per month. Using the Early Pension reduction factors above:

(A) If you retire at age 55, the $359.40 benefit is reduced 48% to $186.89 per month.

(B) If you retire early at age 57, the $359.40 benefit is reduced 36% to $230.02 per month.

(C) If you retire early at age 60, the $359.40 benefit is reduced 18% to $294.71 per month.

(13) Is there a Disability Pension?

Yes. If you become totally and permanently disabled before you are eligible for a Regular Pension, you may be eligible for a Disability Pension according to the rules described below:

(A) **Service Requirements:** To be eligible for a Disability Pension, you must have earned (i) at least five (5) years of Pension Credit, and (ii) a total of at least 300 hours during the period which includes the calendar year of your disability and the year before the disability. In addition, you must never have received an Early Pension Benefit.

If you do not meet the 300 hour requirement because of a labor dispute (such as a strike), the Trustees may waive that requirement if you worked a total of 300 hours in Covered Employment during the Plan Year in which the labor dispute commenced and the preceding Plan Year combined. (Plan section 5.02)

(B) **Definition of Disability:** To be considered totally and permanently disabled by the Board of Trustees, you must be permanently unable to work at any job in the hotel, restaurant, or bartending industry because of bodily injury or disease.

Exception: Effective commencing May 1, 1988, you may be deemed totally and permanently disabled even though you could still work as a room service dispatcher, room inspector or cashier, provided that your usual and customary employment was not one of these classifications.

To qualify for a Disability Pension, your disability must be due to a medically determinable physical impairment or blindness which can be expected to last for a continuous period of not less than twelve (12) months. However, your disability cannot result from or be caused by any intentionally self-inflicted injury. Also, your disability cannot result from military service unless you have earned at least five (5) years of Pension Credit between the date of your discharge from military service and the date you first become totally and permanently disabled. Furthermore, disabilities which began before January 1, 2017 cannot result from or be caused by mental or emotional conditions or conditions related to alcoholism or drug abuse. Disabilities of any kind which began before January 1, 1971 are not covered by the Plan. (Plan Section 5.01)

(C) **Amount of Benefit:** The amount of Disability Pension will be equal to the amount of Regular Pension Benefit you have earned, as described in Question 11. (Plan Section 5.03)

(D) **Form of Payment:** If you are **MARRIED** on the date you become entitled to receive a Disability Pension and your date of disability occurred on or after March 1, 2002, your pension **AUTOMATICALLY** will be paid in the form of a **50% JOINT AND SURVIVOR ANNUITY WITH POP-UP.** Under the 50% Joint and Survivor Annuity with Pop-Up, you will receive a reduced monthly benefit for your lifetime. If your spouse is still living at the time of your death, he or she will receive a monthly benefit for his or her lifetime equal to 50% of your disability pension benefit. If your spouse dies before you do, pension benefits payable to you will automatically increase (or "pop up") to the full amount payable under a Life Annuity. Your pension benefits may also pop up if you and your spouse divorce. See Question 14(A)(1) for more information. If your date of disability occurred before March 1, 2002, your benefit will be paid as a 50% Joint and Survivor Annuity without the pop-up feature. (Plan Sections 5.05)

If you are **NOT MARRIED** on the date you become entitled to receive a Disability Pension, you will be paid a **LIFE ANNUITY.** Under the Life Annuity, you will receive a monthly pension benefit from the Plan for your lifetime, and upon your death, benefit payments will stop with the payment for the month of your death.

There is no 50% Lump Sum Option under the Disability Pension. Also, if you receive any Disability Pension payments, you will not be eligible to elect or receive the 50% Lump Sum Option at any time in the future. (Plan Section 5.05 (d))

Note that your "spouse" is the person to whom you are legally married for Federal income tax purposes. This generally means the person to whom you are legally married, as recognized under the laws of the state or jurisdiction in which the marriage was entered.

(E) **Beginning Date of Payments:** Generally, you are entitled to receive Disability Pension payments as of the first day of the month following the date you become disabled. However, the first payment will not be made until at least ninety (90) days following the date your written application is received by the Administrative Office plus any additional time needed to act on the claim. (Plan Section 5.05(c))

For example, suppose you became disabled on March 15, 2019, and filed your application with the Administrative Office on April 15, 2019. If the office received the necessary medical evidence and information and the Board of Trustees approved your claim by July 15, 2019, the first payment would be made on August 1, 2019, and would include benefits for the months of April, May, June, and July, as well as the August benefit payment.

If your application is not received within one year of your disability, you may not be entitled to receive benefits for any period before the first day of the month following your application. (Plan Section 5.02(d))

(F) **Ending Date of Payments:** Disability Pension payments will end on the first day of the month in which your disability ends. The Trustees may require you to submit proof of your continuing disability once each year. If you do not submit proof of your disability when requested by the Trustees, your Disability Pension payment may be suspended until you submit the required proof. Also, if you are receiving a Disability Pension and then return to any type of work in the hotel, restaurant, or bartending industry, except for purposes of rehabilitation with the advance approval of the Trustees, your disability will be deemed to have ended and your Disability Pension will end. (Plan Sections 5.06 and 5.07)

(G) **Converting Benefit at Regular Retirement Age:** If you were Vested prior to the date of your disability, your Disability Pension will cease when you reach eligibility for a Regular Pension. Commencing on that date, your Regular Pension shall be payable in any form available under the Plan, except that you will not be entitled to receive a lump sum.

If you are receiving a Disability Pension, you should contact the Administrative Office and complete a Regular Retirement application at least six months prior to reaching age 62. This will help ensure continuity in your benefit payments. (Plan Section 5.05(d))

(H) **Filing of Claims:** If you become disabled, you should request an application from the Plan's Administrative Office. After the application and required proof of disability are submitted, the Trustees will determine whether you are eligible for this benefit according to the Plan. (Plan Section 5.02(d))

BENEFIT PAYMENTS

(14) How will my pension benefits be paid?

(A) Regular Pension Benefit:

Generally, your benefits will be paid as a 50% Joint and Survivor Annuity with Pop-Up (defined below in paragraph (1)), or a Life Annuity (defined below in paragraph (2)). Optional forms of payment, including a 50% Lump Sum Option and a Qualified Optional Survivor Annuity, are also available. If you are married, your benefits will be paid as a 50% Joint and Survivor Annuity with Pop-Up with your spouse as beneficiary, unless you select, with your spouse's consent, an optional form of benefit.

(1) **50% Joint and Survivor Annuity with Pop-Up** - If you are married on the date you become entitled to receive a Regular Pension, your benefit will be paid **AUTOMATICALLY** in the form of a 50% Joint and Survivor Annuity with Pop-Up. Under this form of benefit, you will receive a reduced monthly pension from the Plan for your lifetime. If you die and your spouse is still living, he or she will receive a monthly pension for his or her lifetime equal to 50% of the amount you were receiving prior to your death. If your spouse or other designated beneficiary dies before you do, pension benefits payable to you will increase (or "pop up") to the full amount payable under a Life Annuity. Your pension benefits may also pop up if you and your spouse divorce and your spouse submits a valid waiver of benefits under the Plan. Any divorce pop up will take effect the month after the later of the date the Board receives your written request for a pop up, the date of the waiver from your prior spouse, or the date of your divorce. (Plan Sections 2.25 and 8.05(b))

If you are not married, you may also elect to receive your benefit as a 50% Joint and Survivor Annuity with Pop-Up, payable over your life and the life of a beneficiary designated by you. Your beneficiary may be any person you select, as long as you complete the required beneficiary designation form under the Plan rules. (Plan Sections 2.12 and 8.05(a))

The monthly payment you receive under a 50% Joint and Survivor Annuity with Pop-Up will be less than the monthly benefit under a Life Annuity. This is because the 50% Joint and Survivor Annuity with Pop-Up is payable over your life and the life of a person who survives you (if you are married, your spouse), whereas the Life Annuity is payable over your life alone. The exact amount of the monthly benefit payable to you and the person who survives you under a 50% Joint and Survivor Annuity with Pop-Up will depend on your relative ages at the time of your retirement.

Note Regarding Spousal Consent:

If you are married and do not wish to receive your pension benefit in the form of a 50% Joint and Survivor Annuity with Pop-Up, you may elect one of the other options described below. However, if you elect another form of benefit, your spouse must consent to your election and his or her written consent must be witnessed by a Plan representative or notarized by a notary public. The spousal consent requirement may be waived if the Plan Administrator determines that you have no spouse, that your spouse cannot be located, or that you are legally separated or abandoned and have a court order to that effect. If your spouse is legally incompetent to give consent, consent may be given by the spouse's legal representative. (Plan Section 8.06)

(2) **Life Annuity** - If you are not married on the date you become entitled to receive a Regular Pension, your benefits will be paid in the form of a Life Annuity, unless you select one of the other available benefit forms (such as the 50% Lump Sum Option, or a 50% Joint and Survivor Annuity with Pop-Up). If you are married (and do not wish to receive your pension benefit in the form of a 50% Joint and Survivor Annuity with Pop-Up), you may elect the Life Annuity or the Qualified Optional Survivor Annuity, but only with the written consent of your spouse. (Plan Sections 8.05(a) and 8.05(b))

Under the Life Annuity, you will receive a monthly pension from the Plan for life, and upon your death, benefit payments will stop with the payment for the month of your death. No benefits will be paid to any beneficiary (including your spouse) after your death. The amount of a Life Annuity benefit is determined as outlined in the answer to Question 11.

(3) **50% Lump Sum Option** - Under the 50% Lump Sum Option, you may elect to receive an amount equal to 50% of the value of your Regular Pension in a single lump sum payment up to a maximum of $50,000. You may elect to have the total remaining value of your pension benefit paid as a Life Annuity (defined above in paragraph 14(a)(2)), or as a 50% Joint and Survivor Annuity with Pop-Up (defined above in paragraph 14(a)(1)). If you are married, you may elect the 50% Lump Sum Option only with the written consent of your spouse. (Plan Section 8.02)

(4) **Qualified Optional Survivor Annuity** - Under the Qualified Optional Survivor Annuity, you will receive a reduced monthly pension from the Plan for your lifetime. If you die and your spouse is still living, he or she will receive a monthly pension for his or her lifetime equal to 75% of the amount you were receiving prior to your death. The Qualified Optional Survivor Annuity is available on and after January 1, 2009 to **married** participants only. If you are not married, you may not elect the Qualified Optional Survivor Annuity. If you are married, you may elect the Qualified Optional Survivor Annuity only with the written consent of your spouse. (Plan Sections 2.26 and 8.06)

(B) Early Pension Benefit:

Early Pension Benefits are payable either as (1) a 50% Joint and Survivor Annuity with Pop-Up; (2) a Qualified Optional Survivor Annuity (for married participants only) or (3) a Life Annuity. For a description of each of these benefit forms, please refer to the section on Regular Pension Benefits above (paragraphs 14(a)(1), 14(a)(2) and 14(a)(4)). The **50% LUMP SUM OPTION** is not available for Early Pension Benefits, even if you return to work and retire again at age 62 or later. (Plan Sections 4.02 and 4.05)

If you are married and elect to receive your Early Pension Benefit in the form of a Life Annuity or Qualified Optional Survivor Annuity, you must obtain the written consent of your spouse as described in Question 14 above.

The Early Pension Benefit is for those Participants who wish to retire early and stop working. There are special rules that apply to Early Pension Benefits as follows:

(1) Once you elect an Early Pension Benefit you can never become eligible for a Disability Benefit. (Plan Section 5.02)

(2) If you elect an Early Pension Benefit and return to Covered Employment, your monthly benefit may be suspended until you again return to retirement status. (Plan Section 13.01 and Question 16 below)

(15) When will benefits normally be paid?

You will become eligible to receive a Regular Pension Benefit as of your **PENSION BENEFIT STARTING DATE.** Your Pension Benefit Starting Date is usually the first day of the month following the later of: (a) your eligibility for a Regular or Early Pension; and (b) the submission of a completed application for benefits. (Refer to Question 7 above with regard to working after you retire.)

You will not start receiving your monthly benefit checks until after your application is approved by the Plan. Benefit checks usually are mailed prior to the first day of the month. The initial check will include any amounts retroactive to your Pension Benefit Starting Date. However, as noted in Question 6, your Pension Benefit Starting Date generally cannot be later than April 1st following the year you retire or reach your required beginning age, whichever is later. (Plan Section 2.18)

(16) Can my pension benefits be suspended if I return to work in Covered Employment? When are my benefits restored?

Yes. Your EARLY PENSION BENEFIT ONLY will be suspended if you work forty (40) or more hours per month in Covered Employment (Covered Employment is described in Question 4, above). Your benefit will remain suspended until you stop working again, at which time your benefit will be restored. In addition, you are entitled to receive any additional benefits earned when you reach your Regular Retirement Date. **YOU MUST NOTIFY THE ADMINISTRATIVE OFFICE IF YOU RETURN TO COVERED EMPLOYMENT SO YOUR MONTHLY EARLY PENSION BENEFIT CAN BE STOPPED.** If you receive any benefits that you are not entitled to because you returned to work, the Plan will be entitled to recover those benefits from you, by reducing future benefit payments, or by other means. These suspension rules do not apply to Regular Pension Benefits. (Plan Sections 13.01, 13.02, and 13.03)

VESTING

(17) What is Vesting of benefits?

Vested Pension Credits are those credits that may not be taken away from you, even if you leave the industry before becoming eligible to receive a pension benefit. The date your benefits will be vested will depend on whether you are eligible for 5 year, 8 year, or 10 year vesting, or vesting under the "Participation Rule."

Five Year Vesting - If you have worked at least one hour in Covered Employment on or after January 1, 1997 your Pension Credits become 100% Vested, no matter what your age, when you have five full years of Pension Credit and have not incurred a Permanent Break in Service (as described in Question 18).

Eight Year Vesting - If you have not worked since 1996, but did work at least one hour in Covered Employment on or after January 1, 1994, your Pension Credits become 100% Vested when you have eight full years of Past and Future Service Pension Credits and have not incurred a Permanent Break in Service.

Ten Year Vesting - If you have not worked at least one hour in Covered Employment on or after January 1, 1994, your Pension Credits become 100% Vested at any age when you have ten full years of Past and Future Pension Credits.

Participation Rule Vesting - Effective January 1, 1988, if you have at least one Hour of Service on or after that date, you will have your Pension Credits 100% Vested upon the later of (a) age 65 or (b) the fifth anniversary of the date you commenced participation in the Plan. Service prior to January 1, 1988 is disregarded when determining your fifth anniversary of the date you commenced participation. (Plan Section 6.05)

EXAMPLE OF PARTICIPATION RULE VESTING.

Assume you started participating in the Plan in 2014, and earned four Pension Credits for work performed in 2014, 2015, 2016, and 2017. Under the Five Year Vesting Rule described above, you would be vested if you earn another full year of Pension Credit before incurring a Permanent Break in Service (as described in Question 18). However, even if you did not return to work after 2017, you would be vested under the Participation Rule if you turn age 65 before incurring a Permanent Break in Service (for example, if you turned age 65 in 2020).

CONTIGUOUS NON-COVERED EMPLOYMENT

Non-Covered Employment with an Employer that immediately precedes or follows Covered Employment with the same Employer without a quit, discharge, or retirement between the Covered Employment and non-Covered Employment counts for determining years of Pension Credits. (Plan Section 6.04)

PLEASE NOTE THAT, EVEN THOUGH YOU MAY BECOME 100% VESTED, YOU WILL NOT BE ELIGIBLE TO RETIRE UNTIL YOU REACH YOUR REGULAR RETIREMENT AGE (AS DEFINED IN QUESTION 6(A)).

(18) If I am not Vested, can I lose my Pension Credits?

Yes. If you are not vested in accordance with the rules described in Question 17 above, and you stop working in Covered Employment you may lose all of your Pension Credits (this is called a Permanent Break in Service). Below are the rules for determining whether a Permanent Break in Service has occurred:

Between January 1, 1971 and December 31, 1975, if you failed to work at least 350 hours per year in two consecutive years, you will incur a Permanent Break in Service and will lose your previously earned Pension Credits.

Between January 1, 1976 and December 31, 1986, if you failed to work at least 300 hours per year for a number of consecutive years equal to the number of years of Pension Credit you have accumulated, you will incur a Permanent Break in Service and will lose your previously earned Pension Credits.

After December 31, 1986, if you failed to work at least 300 hours per year for a number of consecutive years equal to the greater of (i) five years or (ii) the number of years of Pension Credit you have accumulated, you will incur a Permanent Break in Service and will lose your previously earned Pension Credits. (Plan Section 6.04)

EXAMPLE

If you are subject to the five year vesting rule described above in Question 17, and you have four years Pension Credit through 2014, and then for the next five full years you do not work at all, or work less than 300 hours in each of the five years (and you do not turn age 65 before the end of that five-year period), you will incur a Permanent Break in Service and will lose all previously earned Pension Credit. However, if you return to Covered Employment and work at least 300 hours in the fifth year (2019), you will not lose your Pension Credit.

GRACE PERIODS FOR FAILURE TO WORK

To determine if you worked the minimum number of hours per year to avoid a Permanent Break in Service, grace periods are given for:

- Contiguous non-Covered Employment as described in Question 17.
- Disability for up to 2 years before the date you submit a request for a disability grace period.
- Service in the Uniformed Services for up to 5 years, provided you notify your Employer that you are entering service, you leave service under honorable conditions, and within 90 days after release or within 90 days after recovery from a disability continuing after release from active duty, you make yourself available for Covered Employment and provide the Board of Trustees with a notice of such availability. You may also earn vesting and service credit for qualifying Uniformed Service as required by law.
- Involuntary unemployment on or after January 1, 1971, provided you make yourself available for work and you file a timely request for a grace period with the Board of Trustees. The maximum grace period is 12 months.
- Self-employment in the industry on or after January 1, 1971 in the geographical area covered by the Collective Bargaining Agreement, provided you give the Board of Trustees written notice. The maximum grace period is 36 months.
- Written leaves of absence approved by Employers, provided you do not accept other employment. The maximum grace period is 6 months.
- Breaks in service of 3 years or less prior to November 26, 1973, provided you can establish that you were not aware of the Permanent Break in Service rules.
- Leaves of absence on or after November 30, 1985 due to the Employee’s pregnancy or the Employee’s birth or adoption of a child for the period immediately following such birth or adoption, provided you give the Board of Trustees information regarding your leave in a timely manner. The maximum grace period is 24 months.
- Other types of leaves of absence that are consistent with the terms of the Plan and approved by the Board of Trustees, provided you submit a request for the leave to the Board within 30 days from the date you begin your leave. The maximum grace period is 12 months.

To receive a grace period, you must submit any evidence the Board of Trustees may require. All grace periods are granted by the Board in its discretion. (Plan Section 6.04)

DEATH BENEFITS

(19) Is there a benefit if I die?

Yes. If you die before your Pension Benefit Starting Date, either one of the following death benefits may be payable: (1) a Qualified Pre-Retirement Survivor Annuity; or (2) a Pre-Retirement Death Benefit.

(A) Qualified Pre-Retirement Survivor Annuity - If you are a Vested Participant and have been married for at least one (1) year at the time of your death, your spouse will be entitled to receive a death benefit in the form of a Qualified Pre-Retirement Survivor Annuity. The Qualified Pre-Retirement Survivor Annuity is paid in the form of monthly payments over the lifetime of your spouse. Generally, a Qualified Pre-Retirement Survivor Annuity will begin on the first day of the month following the date of your death, and will not be subject to an early retirement reduction. Your spouse may direct that benefits be paid at a date later than those specified above. In addition, your spouse may elect to receive the Pre-Retirement Death Benefit (described below) instead of the Qualified Pre-Retirement Survivor Annuity if the benefit is of greater value. (Plan Section 10.05)

(B) Pre-Retirement Death Benefit - If you die and are not entitled to receive any other pension benefit under the Plan at the time of your death, your spouse or estate may be entitled to receive the Pre-Retirement Death Benefit. Your spouse or estate will be eligible for this benefit if you worked in Covered Employment for at least 300 hours during the year of your death and the preceding year combined and you earned at least one full year of Future Service Credit before your death. The Pre-Retirement Death Benefit is paid as a lump sum amount equal to $500 times each full year of your Pension Credit. For deaths occurring on or after January 1, 1994, the maximum benefit is twenty thousand dollars ($20,000). The Pre-Retirement Death Benefit is paid to your surviving spouse if you were married for at least one year at the time of your death, or if you are not married, to your estate.

If you do not meet the 300 hour requirement because of a labor dispute (such as a strike), the Trustees may waive that requirement if you worked a total of 300 hours in Covered Employment during the Plan Year in which the labor dispute commenced and the preceding Plan Year combined. (Plan Section 10.01)

In the case of a death occurring on or after January 1, 2007 while performing qualified military service, your survivors are entitled to any additional benefits (other than benefit accruals during the period of qualified military service) as if you resumed employment and then died.

(C) Lump Sum Election - If your surviving spouse meets the requirements for the Qualified Pre-Retirement Survivor Annuity and the Pre-Retirement Death Benefit, your surviving spouse may elect, in writing, to receive a lump sum distribution equal to the greater of (i) the actuarial value of the Qualified Pre-Retirement Survivor Annuity or (ii) the Pre-Retirement Death Benefit. (Plan Section 10.05(c))

OTHER INFORMATION

(20) Can my pension benefits be assigned or attached?

Generally, no. Benefits cannot be assigned, nor are they subject to garnishment, attachment or other legal process of creditors except as permitted by law. Exceptions include:

(A) Withholding or payment of federal income tax.

(B) Payment of child support, alimony, or marital property rights under a Qualified Domestic Relations Order, discussed below in Question 23. (Plan Section 7.07)

(21) Is the Plan permanent?

The Plan is intended to continue indefinitely. However, Contributions to the Plan are determined in accordance with the Collective Bargaining Agreements between the Union and the Employers. The Trustees, therefore, reserve the right to change, amend, or discontinue the Plan to conform to the existing or subsequent Collective Bargaining Agreements. If the Plan is terminated, vested benefits of Participants will never be less than they were before the termination. If the Trust Fund assets are insufficient to pay certain benefits guaranteed by law, the Pension Benefit Guaranty Corporation (PBGC) insurance coverage may provide those guaranteed benefits.

If your Employer's obligation to contribute ceases, but there is no termination of the Plan for other Employers, your right to receive Future Service Credit for work with that Employer will end. However, the Trust Fund will continue in existence and will pay benefits to persons who qualify for pension benefits under the Plan.

(22) Are benefit payments taxable?

Yes. All benefit payments are taxable for purposes of federal and state income tax. Before benefit payments start you will receive an explanation regarding withholding of federal income tax from your lump sum or monthly benefit payment.

There is a special 20% mandatory federal income tax withholding that applies to lump sum benefit payments. You may avoid this withholding by directly rolling over your distribution from this Plan to another qualified plan that will accept a rollover, such as to an IRA. There are special conditions to be met to avoid the 20% federal income tax withholding on lump sum benefit payments. You will receive a written notice describing these withholding rules at the time you apply for benefits. Effective January 1, 2010, a non-spouse beneficiary is also eligible to make direct rollovers to certain types of retirement plans.

If you are not a United States citizen and you are not living in the United States, your retirement benefits are subject to a mandatory withholding for federal income tax.

(23) Can a divorce affect my benefits?

Yes. If you are divorced, your former spouse may be entitled to a portion of the benefits you have earned under the Plan. You will be notified if the Plan Administrator receives a state court order for payment to be made to your former spouse.

In order to be effective, the state court order must satisfy certain requirements imposed by federal law. If the order satisfies these requirements, it will be deemed a Qualified Domestic Relations Order (or "QDRO") and the Plan will comply with the order. If the order does not satisfy these requirements, the Plan will not be required to comply with the order. In order to avoid needless delays and expenses, it is essential that you or your attorney ensure that the state court order meets these requirements. (Plan Section 7.09)

(24) How do I apply for a pension?

Applications for pension benefits under the Plan must be made in writing to the Administrative Office, on a form provided. To assure prompt payment of your pension benefit, your application should be made at least three (3) months before the date you intend your benefit to begin.

To obtain an application form, contact:

Zenith American Solutions, Inc.
1901 Las Vegas Blvd So., Suite 107
Las Vegas, Nevada 89104
(702) 369-0000
www.culinarypension.org

Your application will be reviewed to determine whether you are eligible for Plan benefits. If your application is denied, in whole or in part, you will receive a written notice of this denial, including a written statement of the reason or reasons for the denial, a specific reference to those Plan provisions on which the denial is based, a description of any additional information or material necessary to correct your application and appropriate information as to the steps to be taken if you wish to appeal the denial of your application.

(25) If my application is denied, may I appeal?

Yes. If you do not agree with the Trustees' denial of your application for a Regular, Early, or Disability Pension, you may request that your application be reviewed. You may also request a review if your application for benefits was approved, but the amount of your benefit is less than you think it should be. The request for review must be in writing.

Regular or Early Pension. If you are requesting review of an application for a Regular or Early Pension, your written request must be submitted to the Trustees within sixty (60) days after you receive notice that your application was denied or, if you are requesting review of your benefit amount, within sixty (60) days after you are notified what your benefit amount will be.

Disability Pension. If you are requesting review of an application for a Disability Pension, your written request must be submitted to the Trustees within one hundred eighty (180) days after you receive notice that your application was denied or, if you are requesting review of you benefit amount, within one hundred eighty (180) days after you are notified what your benefit amount will be.

Failure to Request Review. The failure to request a review within the 60 day period (for Regular or Early Pensions) or 180 day period (for Disability Pensions) will constitute a waiver of your right to reconsideration of the decision. This means that you won't be able to challenge a decision on you benefits unless you ask for review within these time frames.

Review Procedure. If you request review of your application for a Regular, Early, or Disability Pension, you will be allowed to submit additional information, and you may review all documents relevant to your application. Your request for review will be considered by the Trustees, and you will receive a written notice of their decision, including a statement of the reason or reasons for the decision and a specific reference to those Plan provisions on which the decision is based. (Article XIV).

A copy of the Plan's complete claims procedures are furnished automatically, without charge, as a separate document.

GENERAL INFORMATION

(1) NAME OF PLAN

The Plan is called the Southern Nevada Culinary and Bartenders Pension Plan.

(2) TYPE OF PLAN

The Plan is a defined benefit pension plan. In other words, it has a definite formula for computing the amount of pension benefits based upon the employee's working history. It is also a multiemployer plan. That means that two or more Employers are required to contribute to the Plan by the terms of a collective bargaining agreement. Copies of the Collective Bargaining Agreements may be obtained from the Unions or from the Plan Administrator and are available for inspection at the office of the Plan Administrator.

(3) PLAN NUMBER

The number assigned by the Board of Trustees to the Plan is 001.

(4) PLAN YEAR

The plan year is January 1 to December 31.

(5) NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PLAN ADMINISTRATOR

The Plan is administered by the Board of Trustees of the Southern Nevada Culinary and Bartenders Pension Trust, Suite 107, 1901 Las Vegas Blvd So., Las Vegas, Nevada 89104. The telephone number is (702) 369-0000.

(6) NAMES, TITLES, AND ADDRESSES OF THE PLAN TRUSTEES

Geoconda Arguello-Kline
Culinary Workers Union #226
1630 South Commerce Street
Las Vegas, NV 89102

Douglas Sandoval, Chief Financial Officer
Mandalay Bay
3950 Las Vegas Blvd, South
Las Vegas, NV 89119

Terry Greenwald
Bartenders Union Local 165
4825 West Nevso Drive
Las Vegas, NV 89103

Michael Grey, VP of Finance
Caesar's Palace
3570 Las Vegas Blvd, South
Las Vegas, NV 89109

D. Taylor, PRESIDENT
UNITE HERE
1630 South Commerce Street
Las Vegas, NV 89102

Virginia Valentine, President
Nevada Resorts Association
10000 W. Charleston Blvd, Ste. 165
Las Vegas, NV 89135

John Wilhelm,
Assistant to the President for Benefits
UNITE HERE
400 S. Detroit Street #315
Los Angeles, CA 90036

Ken Liu
Culinary Workers Union #226
1630 South Commerce Street
Las Vegas, NV 89102

(7) EMPLOYER IDENTIFICATION NUMBER

The Employer Identification Number assigned to the Board of Trustees is 88-6016617.

(8) TYPE OF ADMINISTRATION

The Board of Trustees has contracted with Zenith American Solutions, Inc. to perform the clerical administration of the Plan.

(9) PLAN AGENT FOR SERVICE OF LEGAL PROCESS

Zenith American Solutions, Inc. is designated as agent for service of legal process, whose address is Suite 107, 1901 Las Vegas Blvd So., Las Vegas, Nevada 89104. Service of legal process may also be made upon any Trustee.

(10) NAMES OF SPONSORING EMPLOYER OR EMPLOYEE ORGANIZATION

A complete list of the Employers and Unions sponsoring the Plan may be obtained upon written request to the Plan Administrator and is available for inspection at the office of the Plan Administrator.

(11) IDENTITY OF ANY ORGANIZATION THROUGH WHICH BENEFITS ARE PROVIDED

Payments made to the Trust Fund by Employers under the provisions of a Collective Bargaining Agreement constitute the source of financing.

Benefits are paid directly from the Trust Fund itself, with the assistance of an independent contract administrator, namely Zenith American Solutions, Inc.

(12) INSURANCE OF BENEFITS

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the 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 $12,870.00.

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

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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). 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 pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

(13) YOUR RIGHTS UNDER ERISA

As a Participant in the Southern Nevada Culinary and Bartenders Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

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

- Obtain a statement telling you whether you have a right to receive a pension at regular retirement age (age 62) and if so, what your benefits would be at regular retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for pension benefits 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 Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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