

**RETIREMENT PLAN**  
of the  
**Southern California  
Lumber Industry Retirement  
Fund**

**SUMMARY PLAN DESCRIPTION  
AND  
PLAN DOCUMENT**

As Restated July 31, 2020

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Administrative Office  
Benefit Programs Administration

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SOUTHERN CALIFORNIA  
LUMBER INDUSTRY  
RETIREMENT PLAN

ESTABLISHED JOINTLY  
BY  
EMPLOYERS AND UNIONS

FOR  
ALL EMPLOYEES IN THE  
SOUTHERN CALIFORNIA  
LUMBER INDUSTRY WHOSE  
LOCAL UNIONS AND EMPLOYERS SIGN  
COLLECTIVE BARGAINING CONTRACTS TO PARTICIPATE IN THE FUND

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As Restated July 31, 2020

**SOUTHERN CALIFORNIA LUMBER INDUSTRY  
RETIREMENT FUND**

August 1, 2020

To All Participants:

This is the July 31, 2020 restated Southern California Lumber Industry Retirement Plan including amendments and revisions through July 31, 2020. The Plan is the result of collective bargaining and is administered jointly by a Board of Trustees composed of Employer representatives and Union representatives. The Plan is available to employees working under collective bargaining agreements, wherein the Labor Organizations and the Employers agree to participate in the Fund. Currently, there are multiple Employers paying contributions to the Plan.

The purpose of this booklet is to explain to you in simple terms the main features of the Plan in Part I, Part II, Part III, Part IV and Part VI and to provide you with a copy of the complete text in Part V. The text contains the exact provisions of the Plan and shall control in case of any discrepancy.

The Retirement Plan is funded by the Employers in accordance with the terms of the collective bargaining agreements and the Trust Agreement. The employer contributions to the Plan are a result of negotiations between the bargaining parties whereby a portion of labor costs are allocated to the Plan for Retirement benefits in place of direct wages. There are several reasons why it is wise to take some of your wages in the form of pension contributions. Pension contributions, if taken in wages, would be subject to federal and state taxes. Money contributed on your behalf to the Pension Fund will grow in value by earning interest, dividends, realized gains on investments and forfeitures. Your dollar becomes part of the assets of the Fund and investing larger sums of money can earn larger returns. An industry plan with multiple employers has certain advantages over a company plan. Company plans often require you to take payroll deductions in order to be in the plan. If a company goes out of business, the retirement plan terminates with the company in most cases. An industry wide plan may permit you to move to another employer and carry your earned credits with you.

Effective in 1976, the Trustees amended the Plan to incorporate the requirements of the Employee Retirement Income Security Act of 1974. Additional amendments have been made, since 1976, to comply with other laws and regulations.

This is your Retirement Plan. Become familiar with it. Any questions about the Plan should be directed to your Administrative Office which has been established by the Board of Trustees to serve your needs.

**BOARD OF TRUSTEES**

Fernando Rojas, Chairman, Union Trustee

Brent Berglund, Secretary, Employer Trustee

TABLE OF CONTENTS

This booklet contains six major sections. They are as follows:

	Page
PART I	
Summary of Plan Provisions Concerning Participation, Eligibility and Benefits .....	4
PART II	
How to Apply for Benefits.....	7
PART III	
Questions and Answers.....	8
PART IV	
Retirement Plan Index .....	11
PART V	
Retirement Plan (Complete text).....	14
PART VI	
Information About the Administration of the Plan .....	46

**PART I**  
**SUMMARY OF PLAN**  
**PROVISIONS CONCERNING PARTICIPATION, ELIGIBILITY AND BENEFITS**

This part of the booklet summarizes the main provisions of the Plan which relate to participation, eligibility and benefits. In the right hand column are references to the pages of this booklet where the detailed Plan provisions can be found. Definitions of the terms used in this summary are found on pages 15 to 17.

**Participation**

Employees working under collective bargaining agreements which require contributions to the Retirement Fund are entitled to Plan participation. After January 1, 1976, an employee will become a Plan Participant as soon as he accumulates 1,000 hours of contributory service in a period not exceeding 2 consecutive plan years.

**Detailed Plan Provision**

Article II  
Sections 2 & 5,  
Page 15

**Past Service Credit**

If you are employed by an Employer on the date the Employer first commences participation in the Plan, you will receive Past Service Credit for the number of continuous full years you have worked in the Southern California Lumber Industry prior to the Participant's Plan Date.

Article III  
Section 2,  
Pages 17-18

If you are not employed by an Employer on the date the Employer first commences participation in the Plan, you are credited for the number of continuous full years you have worked in the Southern California Lumber Industry prior to the Participant's Date, excluding any service for any period after December 31, 1962.

One Past Service Credit will be given for each such year without regard to whether employment was under a collective bargaining agreement.

The maximum Past Service Credit is fourteen (14) years.

If you are absent from employment for a period of more than ninety days but less than three (3) years, the absence will not constitute a break in continuous full years of employment but such periods shall be excluded in the determination of Past Service Credit.

If you were absent from employment due to military service during a period of time when you would have otherwise earned past service credits, you may receive past service credits up to a maximum of four years, provided you return to employment with a participating employer under the Plan within 90 days from the date of military discharge.

**Current Service Credit**

For the purpose of vesting and meeting the eligibility requirements for benefits, Current Service Credit will be given for 1,000 or more Hours of Contributory Service in a calendar year.

Article IV  
Sections 1 and 2,  
Pages 18-20

**Military Service**

If you leave your employment in the Southern California Lumber Industry for military service you will receive Current Service Credit in accordance with the provisions contained in Article IV, Section 2(d).

Article IV  
Section 2(d),  
Pages 19-20

**Record of Credits**

You will be notified each year as to your number of earned credits, vesting credits, the amount of contributions paid on your behalf and the value of your individual account. Consequently, any errors or

questions can be cleared up immediately and you will know your status and the amount of contributions at all times.

**Vesting**

Vesting is that point at which you or your beneficiary is guaranteed retirement benefits. Vesting occurs at the time you meet the requirements for a retirement benefit. Generally, vesting occurs for Participants who have accumulated 3 years of unbroken Credited Service if it includes one hour of service earned on or after January 1, 2010. For other vesting rules, see Article V, Sections 1 and 2.

Article V  
Sections 1 & 2,  
Page 21

**Eligibility for Retirement Benefits**

You may retire and receive benefits if you meet the following requirements:

1. You are at least 60 years of age, and
2. You have earned at least five years of Credited Service including at least one year of Current Service Credit, and
3. You have terminated your employment with a participating Employer, and
4. You have submitted an application for retirement benefits.

Article VI  
Sections 1 & 2,  
Pages 21-25

Also, regardless of the above requirements, you can retire if:

1. You have attained age 65 or over, and/or meet the vesting rules under Article V, Section 2(d), and
2. You have, at age 65 or over, reached your fifth (5) anniversary of participation in the Retirement Plan (measured from your Plan Date) without a Break In Continuous Service, and
3. You have terminated your employment with a participating Employer, and
4. You have submitted an application for retirement benefits.

Also, see Article IX, page 31 for information on reciprocity.

**Amount of Monthly Retirement Benefits at Age 65**

\$5.50 multiplied by the number of years of Past Service Credit, plus 1% times the total contributions paid on your behalf plus a benefit based on the value of your individual account.

Article VI  
Section 2(e)  
Pages 23-24

These benefit formulas apply to Retirement Dates on or after May 1, 2009. For the formulas for a Retirement Date prior to May 1, 2009, please contact the Administrative Office.

**Amount of Monthly Retirement Benefits Age 60 through Age 64**

Because a Participant retiring prior to age 65 will, on average, receive benefits for a longer period of time, benefits paid to such a Participant will be reduced approximately 1/180th for each month (1/15th for each year) he retires prior to age 65.

Article VI Section  
2(d)(f), Pages 23  
& 24

**Pre-Retirement Death Benefit — Spouses Monthly Annuity**

If a married Participant who is vested or meets the requirements for an early or normal retirement should die before retirement, his surviving spouse shall be eligible for a monthly Joint and Survivor benefit payable at the date of the Participant's death or age 60, whichever occurs later, in an amount the spouse would have received had the Participant retired on the day prior to the date of death or age sixty (60), whichever comes later.

Article VI  
Section 3,  
Page 26

The surviving Spouse may also elect a present value lump sum benefit. If the present value of this benefit is \$5,000 or less, the Trustees will make payment in a single lump sum.

**Single Life Annuity**

An unmarried Participant will receive his retirement benefits in the form of a single life annuity, payable for the Participant's lifetime.

**Joint and Survivor Benefit**

Retirement benefits paid to a married Participant will be paid in the form of a Joint and Survivor Annuity unless this form of benefits is specifically rejected, in writing, by the Participant and Spouse. The Joint and Survivor Benefit provides a reduced benefit for the Participant so that if the Participant dies before his spouse, the spouse will receive a monthly retirement benefit equal to 75% or 50% of the Participants monthly benefit for her/his remaining lifetime. The monthly benefit to the Participant will be reduced to take into account the Joint and Survivor Annuity feature. The amount of the reduction is based on the ages of the Participant and spouse as described in Article VI, Section 2(h). See also Article VI, Section 2(h) for a description of the Optional Survivor Annuity.

Article VI  
Section 2,  
Pages 22-25

An unmarried Participant may also elect benefits in the form of a Joint and Survivor Annuity where he chooses a contingent annuitant. Benefits are payable in the form stated above.

**Social Security Option**

If a Participant retires before age 65 and qualifies for an early retirement benefit, he may elect to receive a Social Security optional form of benefit whereby he will receive an increased monthly benefit until he reaches his 65th birthday where upon the amount of such benefit will decrease or terminate. A spouse must consent to this election in writing.

Article VI  
Section 2,  
Page 25

**Death Benefit After Retirement**

There are no benefits payable to any spouse or beneficiary upon the death of a retiree, except if the retiree and spouse are receiving benefits under the Joint and Survivor benefit or the Optional Survivor Annuity.

Article VI  
Section 4,  
Page 26

**Circumstances Which May Result in Loss of Benefit Credits**

Unless a Participant is vested or meets the requirements for a benefit, the occurrence of a Break in Continuous Service will cause a loss of all credits earned prior to the break. A Participant may incur up to 5 consecutive One-Year Breaks in Continuous Service without forfeiture. If a Participant incurs 5 or more consecutive One-Year Breaks in Service, then at the end of the Plan year when the total number of One Year Breaks in Service equals or exceeds the total number of his prebreak years of Contributory Service, he shall be deemed to have incurred a Break in Continuous Service and all previously accrued Current Service Credit and Past Service Credit (if any) shall be forfeited. A One-Year Break in Service occurs when a non-vested Participant under age 65 fails to earn at least 500 Hours of Service during the Plan year. However, you will not sustain a One-Year Break in Service if:

Article IV  
Section 3,  
Page 20

- a. You earn at least 500 hours of Contributory Service in a Plan year, or
- b. You are engaged in military service, or with the consent of your employer engaged in any other service of the United States, or
- c. You are on a temporary layoff or other form of unemployment, on an approved leave of absence or on a disability absence on account of illness or injury as defined by and in accordance with the regulations of the Board of Trustees, or

- d. You are absent from employment as a result of a wartime relocation law or regulation, or
- e. You are serving as an elected official of a participating Labor Organization, or
- f. You are absent from employment as a result of pregnancy, birth of a child of an employee, placement of a child in connection with the adoption of a child by the employee or caring for a child during the period immediately following the birth or placement for adoption. Such absence shall not be recognized until certification of the absence is obtained from the participating employer by the participant and provided to the Administrative Office and such absence is recognized as required under applicable laws.

**Reinstatement of Benefits**

If you subsequently return to employment under the Plan and qualify as a new Participant under this Plan and earn at least five (5) consecutive years of Current Service Credit without a Break in Continuous Service, your previously forfeited Credited Service shall be restored.

Article IV  
Section 5,  
Page 21

**Circumstances Which May Result in Suspension of Benefits**

Once a Plan Participant has retired and is receiving benefits, the following circumstances can cause a loss of such benefits.

Retirement benefits being paid to a retired Participant(s) will cease with the month of death. A Joint and Survivor Benefit will be paid, to the contingent annuitant, if any, for the lifetime of the survivor if the Joint and Survivor Benefit or the Optional Survivor Annuity was selected at the time of retirement. - Article VI Section 2(h), Page 24-25

Retirement benefits being paid to a retired Participant under age 70 will be temporarily suspended if the retiree returns to a permanent position at his same trade or craft in the Southern California Lumber Industry (i.e., employment which requires more than 40 hours of work per month and which, in any calendar year, generates more earnings than is allowed under the provisions of the Plan). - Article VIII Sections 2, 3 and 4, Pages 29-30

Retirement benefits will be temporarily or permanently suspended for any erroneous or fraudulent actions or statements made in obtaining benefits. - Article XI Section 1, Page 33

**PART II**

**HOW TO APPLY FOR BENEFITS**

**How to Apply for Retirement Benefits**

A. Obtain an Application for Retirement, Part I, from a Participating Labor Organization or the Administrative Office of the Plan.

B. Your benefit payments cannot be paid to you until your application has been received and processed by the Administrative Office. You should file your application at least forty-five days please allow at least six (6) months if you have been divorced before your retirement date but in any event no later than age 70 ½.

Your Retirement Date will be the date when you are eligible for retirement benefits (early or normal) under the Plan. Benefits will be effective on your Annuity Starting Date.

C. When you return the completed application to the Administrative Office, enclose a copy of your birth certificate or other proof of date of birth. If you are unable to obtain a birth certificate, the following will be acceptable:

Baptismal Certificate

Citizenship or Naturalization Papers Passports

Discharge papers from United States military service

Records or information obtained from U.S. Census Department.

Insurance policies taken out at least 10 years before your date of retirement

Social Security information

D. If you are married, enclose a copy of your legal marriage certificate.

E. If you are divorced, enclose a copy of the Final Judgment of Dissolution of Marriage, including the division of community property as it pertains to pension benefits. If you have been divorced more than once, enclose the same complete information for each previous divorce.

F. After processing of the Application for Retirement - Part I, the Administrative Office will send you a partially completed Application for Retirement - Part II, showing you the benefits and options available to you. You should select only one type of benefit by checking the appropriate block, sign the application, and return it to the Administrative Office. If you are married, your spouse must also sign the application and both signatures must be witnessed by a notary public. If you choose the Joint and Survivor Annuity form and you are married, you may only name your spouse as your contingent annuitant. If you are not married and you select the Joint and Survivor Annuity form, you may name anyone of your choice as your contingent annuitant, and that annuitant must also sign the application. Be sure to provide proof of date of birth for any contingent annuitant.

**Once a selection is made and benefits have begun, you may not change your selection, including your choice of contingent annuitant, for any reason.**

#### **How the Spouse or Other Beneficiary of a Deceased Participant Should Apply for Benefits**

A. Obtain an application for benefits form from the Administrative Office.

B. Return the completed form with a certified copy of the death certificate to the Administrative Office.

C. If the deceased was vested and dies prior to retirement under the Plan, return a proof of birth of the deceased with the death certificate.

D. If the deceased was retired, return any benefit payment received after his death to the Administrative Office.

### **PART III**

#### **SOME QUESTIONS AND ANSWERS**

##### **1. If I am unable to obtain information from any of my past employers covering periods of employment to be applied toward my Past Service Credit, where else may I obtain such information?**

If you have been unable to obtain information concerning past periods of employment, at the time of your retirement you should contact the Social Security Administration whereby you may secure past employment information, beginning with 1936, from the Social Security records.

##### **2. What happens to my benefits if I should leave the United States?**

If you or your contingent annuitant should desire to leave the United States, you will continue to receive benefits provided under the Plan. Arrangements should be made through the Administrative Office. Benefit checks may be mailed to any address in accordance with U.S. Government regulations. Retirees wishing to have benefit checks held for them by the bank while they are traveling or deposited into a bank account should also contact the Administrative Office.

##### **3. Where do I write to obtain a birth certificate or proof of date of birth?**

In the event you are unable to obtain a copy of your birth certificate you may want to contact the State in which you were born. For example, if you were born in the State of California, contact the CA Department of Public Health – Vital Records at MS: 5103 P.O. Box 997410, Sacramento, CA 95899-7410.

**4. What is the minimum age at which benefits may be vested under the Plan?**

There is no minimum age required for vesting.

**5. If, after my retirement, my contingent annuitant should die before me, may I designate a new contingent annuitant?**

The Plan rules provide that you may designate only one contingent annuitant and benefits paid to a retiree are based on the fact that there will be only one contingent annuitant. For this reason, you may not designate a new contingent annuitant after you retire, even upon divorce.

**6. How are benefits computed?**

Benefits for normal retirement are computed by multiplying your years of Past Service by \$5.50 plus multiplying your total benefit contributions by 1% plus a benefit based on the value of your individual account, if your retirement date is on or after May 1, 2009. For the formulas for a retirement date prior to May 1, 2009, please contact the Administrative Office.

Years of service prior to the date on which a contribution was first made to the Fund are years of Past Service Credit. You may have up to a maximum of 14 years of Past Service Credit. Unless you are included on the first report of a new Employer in the Plan, no Past Service Credit is given for any period after December 31, 1962.

**Example (1): JOINT AND SURVIVOR ANNUITY**

Suppose you are 45 years of age when you came into the Plan on January 1, 1977, you are entitled to 5 years of Past Service Credit and you continue to work until you are age 65. Assume your contingent annuitant is not over 10 years younger or older than you. When you retire on or after January 1, 2012, assume you have had \$38,238.12 in contributions paid on your behalf which was earned prior to May 1, 2009 and \$35,000 on or after May 1, 2009 and the value of your individual account is \$16,000.

You and your contingent annuitant will be provided with a retirement benefit computed as follows:

Past Service Credit, 5 years x \$5.50 factor = \$ 27.50

Current Service Credit \$38,238.12 x 2.75% = \$1,051.55

Current Service Credit effective May 1, 2009, \$3,500.00 X 1.00% = 35.00

\$27.50 + \$1,051.55 + \$35.00 = \$1, 114.05

Monthly benefit to retiree \$1,114.05 x 90% = \$1,002.65

Contingent annuitant's monthly benefit under Optional Survivor Annuity following your death \$1,002.65 x 75% = \$751.99

Monthly benefit to retirees \$1,114.05 X 95% = \$1,058.35

Contingent annuitant's monthly benefit under Pre-Retirement Survivor Annuity following your death \$1,058.35 x 50% = \$529.18

In addition, you may elect to receive the value of your Individual Account as a lump sum distribution, or alternatively, as an addition to the amount of your monthly benefit.

Individual Account Balance available as a lump sum = \$16,000.00

Or

Actuarial Equivalent Amount available as an addition to your monthly benefit - \$166.67

Addition to Monthly benefit to retiree \$166.67 x 90% = \$ 150.00

Addition to contingent annuitant's monthly benefit following your death \$150.00 x 75% = \$ 112.50

**Example (2): ANNUITY FOR LIFE (no survivor benefit)**

With the same assumptions as above, your retirement benefit will be computed as follows:

Past Service Credit 5 years x \$5.50 factor = \$ 27.50

Current Service Credit  $\$38,238.12 \times 2.75\% = 1,051.55$

Current Service Credit effective May 1, 2009,  $\$3,500.00 \times 1.00\% = 35.00$

$\$27.50 + \$1,051.55 + \$35.00 = \$1,114.05$

Monthly benefit to retiree \$1,114.05

As shown in example (1) your Individual Account Balance may be received as a lump sum or converted to a monthly amount added to your monthly benefit.

Individual Account Balance available as a lump sum = \$16,000.00

Or

Actuarial Equivalent Account available as an addition to your monthly benefit = \$ 166.67

Because a participant retiring prior to age 65 will, on average, receive benefits for a longer period of time, benefits paid to such a Participant will be reduced approximately 1/180th for each month (1/15th for each year) he retires prior to age 65.

**7. Are my Plan benefits reduced by Social Security benefits?**

No, the Plan benefits are in addition to any Social Security benefits payable to you.

**8. How do I establish Past Service Credit?**

If you qualify for Past Service Credit as outlined in Article III, Section 2, page 17, to prove your past service in the Southern California Lumber Industry you must complete an enrollment card listing the name and address of your employers and the dates you were employed by each employer.

**9. Can I withdraw contributions made to the Fund on my behalf?**

No, contributions made on your behalf are returned only in the form of retirement benefits provided by the Plan where the eligibility rules have been met.

**10. Will I receive a periodic report of my credits?**

Yes, the Trustees will continue to send the annual "green sheet" report of Credited Service, vesting credit, contributions paid and the value of your individual account.

**PART IV**  
**SOUTHERN CALIFORNIA LUMBER INDUSTRY RETIREMENT PLAN**

**Index**

Article	Page
Preamble.....	14
I NAME OF PLAN AND EFFECTIVE DATE .....	15
II DEFINITIONS.....	15
III PAST SERVICE CREDIT.....	17
1. Entitlement to Past Service Credit.....	17
2. Definition of Past Service Credit.....	17
IV CURRENT SERVICE CREDIT .....	18
1. Entitlement to Current Service Credit .....	18
2. Definition of Current Service Credit .....	18
3. Forfeiture of Credited Service .....	20
4. Special Rule for Participant Promoted or Transferred to a Position Not Covered by a Collective Bargaining Agreement .....	20
5. Restoration of Forfeited Credited Service... ..	21
V VESTING .....	21
1. Significance of Vesting .....	21
2. Entitlement to Vesting.....	21
3. Active and Inactive Vested Participants.....	21
VI ELIGIBILITY AND BENEFITS .....	21
1. Application for Benefits .....	21
2. Eligibility Rules, Amount and Form of Retirement Benefit .....	22
3. Eligibility Rule, Amount and Form of Pre-Retirement .....	26
Death Benefit – Spouse’s Monthly Annuity.....	26
4. Death Benefit After Retirement .....	26
5. Election, Rejection or Revocation .....	26

	Page
VII	INDIVIDUAL ACCOUNT BENEFIT .....27
	1. Description of Benefit.....27
	2. Individual Account Valuation .....27
	3. Eligibility Rule, Amount and Form of Benefit Upon Retirement .....27
	4. Eligibility Rule, Amount and Form of Benefit Upon Death.....28
	5. Crediting of Interest .....28
	6. Return to Work .....29
	7. Forfeiture of Benefit .....29
	8. Eligible Rollover Plan Distribution.....29
	9. Election, Rejection or Revocation.....29
VIII	RE-EMPLOYMENT OF RETIRED PARTICIPANTS.....29
	1. Re-employment after obtaining age 70... ..29
	2. Permanent Return to Work in Industry Prohibited... ..29
	3. Definition of Permanent Return to Work .....29
	4. Temporary or Casual Return to Work Does not Disqualify .....30
	5. Administration of Return to Work Provisions.....30
	6. Accrual of Additional Current Service Credit.....30
	7. Compliance with Government Regulation.....31
IX	RECIPROCAL AGREEMENTS .....31
X	BENEFIT CLAIM AND REVIEW PROCEDURES .....31
	1. Filing a Claim for Benefits.....31
	2. Administrative Review of Claims.....31
	3. Notice of Claim Denial.....31
	4. Appeal of Denied Claims .....32
	5. Appeal Hearing Procedures .....32
	6. Incomplete Appeals .....32
	7. Notice of Appeal Decision .....32
	8. Arbitration.....33
	9. Class Action Waiver.....33
	10. Additional Standards.....33

	Page
XI MISCELLANEOUS.....	33
1. Information to be Furnished.....	33
2. Titles and Words.....	33
3. Maximum Benefits.....	33
4. Correction of Errors.....	35
5. Interpretation and Application of Plan.....	35
6. Facility of Payment.....	35
7. Small Benefits.....	35
8. Inalienability of Benefits.....	36
9. Rights of Employee.....	36
10. Acceptance of Employer.....	36
11. Governing law.....	36
12. Compliance with Funding Requirements.....	36
13. Eligible Rollover Plan Distributions.....	36
14. Nonforfeitability and Vested Status.....	37
15. Delayed Retirement.....	37
16. Designation of a Beneficiary.....	37
17. Hypothetical Account Balance.....	38
18. Change of Address.....	38
19. Venue for Lawsuit.....	38
XII REQUIRED MIMINUM DISTRIBUTIONS.....	38
1. Required Distributions Prior to January 1, 2001.....	38
2. Required Distributions Beginning on or after January 1, 2001.....	39
3. Required Distributions Beginning on or after January 1, 2003.....	39
XIII AMENDMENTS AND TERMINATIONS.....	42
1. Amendments to the Plan.....	42
2. Termination of the Plan.....	42
3. Allocation of Funds on Termination.....	42
Appendix A.....	43
Social Security Option Factors.....	43
Appendix B.....	44
Benefit Improvements.....	44

**PART V**

**RETIREMENT PLAN OF THE SOUTHERN CALIFORNIA LUMBER INDUSTRY RETIREMENT FUND**

**(as Restated July 31, 2020)**

**PREAMBLE**

WHEREAS, various Unions and Employers have previously entered into an Agreement and Declaration of Trust establishing the Southern California Lumber Industry Retirement Fund wherein provisions are made for certain contributions to be made by said Employers to establish a Retirement Plan, the purpose of which is to provide retirement benefits to employees who become eligible for such benefits, or their beneficiaries, and

WHEREAS, other Unions and other Employers have entered or may, from time to time, enter into similar collective bargaining agreements containing similar provisions, and

WHEREAS, a Board of Trustees has been authorized to administer the Fund and establish a Retirement Plan, and

WHEREAS, the original Retirement Plan was made effective May 1, 1957 and has been amended on several occasions, to incorporate provisions of the Employee Retirement Income Security Act of 1974, the Retirement Equity Act of 1984, the Tax Reform Act of 1986, Uruguay Round Agreements Act of 1993 ("GATT"); the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Small Business Job Protection Act of 1996 ("SBJPA"); the Taxpayers Relief Act of 1997 ("TRA97"); the Internal Revenue Service Restructuring and Reform Act of 1998 ("IRSRRRA"); the Community Renewal Tax Relief Act of 2000 ("CRA"); the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"); the Pension Protection Act of 2006 ("PPA"); and subsequent laws, and

WHEREAS, since the last published booklet there have been additional amendments which the Board of Trustees has determined should now be incorporated,

NOW THEREFORE, the Board of Trustees adopts and publishes this Retirement Plan, as restated July 31, 2020.

**ARTICLE I  
NAME OF PLAN AND EFFECTIVE DATE**

This Retirement Plan shall be known as the Southern California Lumber Industry Retirement Plan.

This revised Plan is applicable only to Participants who retire, incur a break in continuous service, or die while an active Participant, on or after July 31, 2020. The benefits of a Participant who retired incurred a break in continuous service or died prior to this date, shall be determined solely under the Plan provisions which were in effect at the time of his retirement, break in continuous service, or death. Copies of previous Plan provisions are on file at the Administrative Office of the Trust Fund.

**ARTICLE II  
DEFINITIONS**

The definitions set forth in the Trust Agreement shall apply under this Retirement Plan, where applicable, in addition to the definitions set forth herein.

1. The term "Employer" shall mean any sole proprietorship, partnership, association, corporation or joint venture in the Southern California Lumber Industry that is party to a collective bargaining agreement with a Participating Labor Organization which obligates the Employer to make contributions to this Trust Fund.

A Participating Labor Organization, or the Trust Fund, shall also be considered as an "Employer" for the limited purpose of allowing the employees of such entities to participate in this Retirement Plan, as permitted by the Trust Agreement. Contribution rates for employees of such entities shall be no less than the lowest rate and no higher than the highest rate required in collective bargaining agreements.

2. The term "Employee" shall mean any individual employed by an Employer who is covered by a collective bargaining agreement, or contribution agreement, and for whom the Employer is required to make contributions to the Trust Fund.

3. The term "Participating Labor Organization" shall mean a labor organization whose members are employed in the Southern California Lumber Industry and which qualify for participation as provided in the Trust Agreement.

4. The term "Contributory Service" shall mean the hours of employment of an Employee with respect to which an Employer contribution is paid, or required to be paid to the Trust Fund.

The term Contributory Service shall also encompass "Hours of Service" as provided in Government Regulation 29 CFR 2530.200b-2. As specified in subsection (a) of such regulation "Hours of Service" includes each hour during a Plan Year for which an Employee is paid, or entitled to payment, for the performance of duties with the Employer. The term also includes each hour during a Plan Year for which the Employee is paid, or entitled to payments by the Employer and for which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, leave of absence, or a back pay award or agreement. However, no more than 501 "Hours of Service" shall be credited to an Employee on account of any single continuous period during which the Employee performs no duties whether or not such period occurs in one or more Plan Years. With respect to employees who are entitled to Current Service Credit for military service, as provided in Article IV, Section 2(d), the 501 hour maximum shall not apply.

5. The term "Participant" shall mean an Employee who is entitled to participate in this Plan. An Employee shall become a Participant when he accumulates 1000 hours of Contributory Service in a period not exceeding two (2) consecutive Plan Years. After the requisite hours have been attained, an Employee's actual date of participation shall be the earlier of: the day he accumulated the 1000 hours or the first day of the month in which the first contribution was paid to the Fund on the Employee's behalf. Thereafter, a non-vested Participant remains a Participant until he incurs a forfeiture of his Current Service Credits as provided in Article IV, Section 3. A vested Participant remains a Participant indefinitely.

6. The term "Plan Date" shall mean the date when an Employee first has employment with a participating Employer and for which the Employer is required to contribute to the Trust Fund on the Employee's behalf.

7. The term "Southern California Lumber Industry" shall include any Employer or Labor Organization maintaining and operating a place of business at any location in the Counties of Kern, Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura in the State of California, and the State of Nevada in the lumber, cabinet, fixture, extrusion, woodworking, furniture and related industries. Any labor organization in the Southern California Lumber Industry may bring in employees covered by collective bargaining agreements with other employers not in the Southern California Lumber Industry.

8. The term "Normal Retirement Age" shall mean age 65.

9. The term "Early Retirement Age" shall mean ages 60 to 65.

10. The term "Plan Year" shall mean a calendar year.

11. The term "Past Service Credit" shall mean the completed full years of continuous past service of a Participant in the Southern California Lumber Industry prior to the Participant's Plan Date (i.e., the date when an Employer first began making contributions to the Trust Fund for the Participant) and for which credit is given under Article III.

12. The term "Current Service Credit" shall mean the completed full (or partial) years of Contributory Service of a Participant in the Southern California Lumber Industry starting from the Participant's Plan Date (i.e., the date on which an Employer first makes contributions to the Trust Fund for the Participant) and for which credit is given under Article IV.

13. The term "Credited Service" shall mean the total of a Participant's "Past Service Credit" and "Current Service Credit."

14. The term "One Year Break in Service" shall mean a Plan Year in which a non-vested Participant under age 65 does not earn at least 500 Hours of Service.

15. The term "Break in Continuous Service" shall mean the end of the Plan Year when the number of a non-vested Participant's consecutive One-Year Breaks in Service equals or exceeds the aggregate number of his pre-break years of Credited Service, provided, that this formula shall not apply during the first five (5) years of consecutive One-Year Breaks in Service.

16. The term "Year of Service" shall mean any Plan Year in which an Employee has completed at least 1,000 Hours of Service.

17. The term "Actuarially Equivalent" shall mean a benefit which has the same value as of a specified date as the benefit which it replaces based on designated interest and mortality assumptions. For purposes of Article VI, Sections 2, 3, and 4 and Article XI, Section 7 the actuarial equivalent shall be computed in accordance with the factors specified in their respective sections. See Appendix A on pages 29-30 for Social Security Option factors.

Effective January 1, 2008, the Actuarial Equivalent lump sum value of a small benefit referred to in Article XI, Section 7 shall be based on the applicable mortality table as specified in Code Section 417 (e)(3)(B), as modified by the Internal Revenue Service, and in effect on the date as of which the present value is being determined and the applicable interest rate shall be the adjusted first, second and third segment rates published by the Internal Revenue Service as provided in Code Section 417(e)(3) for the November immediately preceding the first day of the Plan Year in which the Participant's benefit commences in accordance with IRS Revenue Ruling 2007-67 as may be updated from time to time. For the period January 1, 2003 through December 31, 2007, the applicable mortality table is set forth in IRS Revenue Ruling 2001-62.

18. The term "Retirement Date" shall mean the date when the Participant is eligible for retirement benefits (early (or the Social Security Option) or normal) as provided in Article VI, Section 2(a)(1), (2) and (3), Section 2(b)(1), (2) and (3) and Section 2(h)(3). Benefits will be effective on the "Annuity Starting Date."

19. The term "Trustees" shall mean the Board of Trustees of the Southern California Lumber Industry Retirement Fund.

20. The term "Trust Fund" or "Retirement Fund" shall mean the Southern California Lumber Industry Retirement Fund.

21. The term "Trust Agreement" shall mean the Trust Agreement governing the Southern California Lumber Industry Retirement Fund.

22. The term "Annuity Starting Date" shall mean the first day of the first calendar month following the receipt of the Retirement Application Part I by the Administrative Office. The Participant also must have fulfilled all the conditions for retirement benefits and meet the eligibility rules as provided in Article VI, Section 2 (his Retirement Date). The Annuity Starting Date will not be later than the Participant's Required Beginning Date under IRC Section 401(a)(9) as defined in Article VI, Section 2(d).

23. The term "Eligible Retirement Plan" shall mean those plans identified and described in Section 402(c)(8)(B) of the Internal Revenue Code, as amended, which are hereby incorporated by reference.

24. The term "Retirement Application-Part I" shall mean the Fund's standard application form for retirement benefits. It is used to initiate the retirement application process.

25. The term "Retirement Application-Part II" shall mean the Fund's application form which the Participant uses in selecting a form and amount of retirement benefit.

### **ARTICLE III PAST SERVICE CREDIT**

#### **1. Entitlement to Past Service Credit**

A Participant shall be entitled to Past Service Credit as allowable under the following provisions.

#### **2. Definition of Past Service Credit**

Past Service Credit shall mean the completed full years of continuous past service of a Participant in the Southern California Lumber Industry prior to the Participant's Plan Date (i.e., the date on which an Employer first began making contributions to the Trust Fund for the Participant) but not to exceed a maximum of 14 years and subject to the following conditions:

(a) Past Service Credit will be extended only for past service prior to December 31, 1962, unless the Participant is employed by an Employer on the date the Employer first commences participation in the Plan. In this event the December 31, 1962 limitation will not apply.

(b) The term "past service" means employment with an employer or labor organization in the Southern California Lumber Industry, without regard to whether a collective bargaining agreement may have been applicable. With respect to Participants who are or have been members of Shipwrights, Joiners and Caulkers Union Local 1335 or Spraymen and Hardwood Finishers Union Local 1798, the term "past service" shall also mean employment with employers in their trade in the Los Angeles Harbor area.

(c) The term "continuous" for purposes of measuring continuous past service means that all prior service must be unbroken. Past Service will be counted prospectively from the earliest date of service and all such service shall count unless the Participant is absent from employment for a period of three (3) or more years. If such an absence occurs, service shall be deemed broken, and the Participant's prior service shall be forfeited. Service shall not be deemed broken, however, if the Participant was:

- (1) on temporary lay-off or other unemployment,
- (2) on approved leave of absence,

(3) on disability absence on account of illness or injury, as defined by and in accordance with the regulations of the Board of Trustees,

(4) on absence for military service of the United States, or on absence from employment with the consent of his employer to enter any other service of the United States,

(5) absent from his employment as a result of a wartime relocation law or regulation,

(6) serving as an elected official of a Participating Labor Organization,

(7) absent from employment as a result of pregnancy, birth of a child of an employee, placement of a child in connection with the adoption of a child by the employee or caring for a child during the period immediately following the birth or placement for adoption. Such absence shall not be recognized until certification of the absence is obtained from the Employer by the Participant and provided to the Administrative Office and such absence is recognized as required under applicable laws.

All such periods of absence, although not constituting a break in continuous past service, shall, however, be excluded in the determination of Past Service Credit.

(d) The term "full years" for purposes of measuring completed full years of continuous past service means consecutive periods of twelve (12) months, excluding absences of 90 days or less.

(e) No Past Service Credit will be given for any period of Contributory Service (i.e., Past Service and Current Service Credit may not be duplicated).

(f) If you were absent from employment due to military service during a period of time when you would have otherwise earned Past Service Credits, you may receive past service credits up to a maximum of four years, provided you return to employment with a participating Employer under the Plan within 90 days from the date of military discharge.

#### **ARTICLE IV CURRENT SERVICE CREDIT**

##### **1. Entitlement to Current Service Credit**

A Participant shall be eligible for Current Service Credit as allowable under the following provisions.

##### **2. Definition of Current Service Credit**

Current Service Credit shall mean the completed full (or partial) years of Contributory Service of a Participant in the Southern California Lumber Industry starting from the Participant's Plan Date (i.e., the date on which an Employer first makes contributions to the Trust Fund for the Participant).

There is no maximum applicable to the number of years of Current Service Credit which a Participant can accrue.

(a) Prior to January 1, 1976, one year of Current Service Credit shall be provided to each Participant for each Plan year in which Employer contributions have been received for the Participant for 80 or more hours in each month of such Plan year. Where an Employer contributes for a Participant for less than 80 hours in any month of any Plan year, Current Service Credit for that Plan year shall be prorated with the Participant receiving 1/12 of a year of credit for each month in which Employer contributions have been received for 80 or more hours. Additionally, Employer contributions for less than 80 hours per month shall be accumulated during a given Plan year and the Participant shall receive Current Service Credit at the rate of 1/12 of a year for each accumulation of 80 hours.

Whenever reference is made in the above paragraph to Employer contributions of 80 or more hours per month, such reference shall be adjusted to whatever hours are required in the applicable collective bargaining agreement.

(b) Effective January 1, 1976, one year of Current Service Credit shall be provided to each Participant for each Plan year in which the Participant has accrued 1,000 or more hours of Contributory Service.

(c) Either formula stated in (a) and (b) above may be applied to the computation of Current Service Credit for service prior to or after January 1, 1976, if such application results in the Participant receiving greater Current Service Credit, on a Plan Year basis. However, the computation of Current Service Credit shall not permit duplication of such service, nor shall a Participant be awarded more than one year of Current Service Credit in anyone calendar year.

(d) Current Service Credit shall be given for time spent in the military service in accordance with the applicable governmental laws and regulations and as follows:

(1) A Participant must leave the employment of an Employer in this Plan and enter military service in the Uniformed Services as defined in subsections (5) and (6) below. In most circumstances, a Participant must give advance written or verbal notice to the Employer before he leaves.

(2) Subject to certain exceptions, a Participant must submit an application for reemployment or report to work with an Employer under the Plan within a specified time after completion of a period of military service in order for a Participant to receive Current Service Credit under subsection (4) below. The specified time period differs depending upon the actual period of military service. The time period limitations may be obtained from the Administrative Office or an Employer.

Generally, the cumulative length of a Participant's absence (and all previous absences) from a position of employment with an Employer under the Plan due to military service and for which Current Service Credit can be given is five years. An Employer who hires a returning Participant must notify the Plan within 30 days of the Participant's reemployment.

(3) No One-Year Break in Service under Article II, Section 14, or Break in Continuous Service under Article II, Section 15, will occur during a period of military service nor will the Participant incur a forfeiture with respect to benefits already accrued under Article IV, Section 3. As a result, a Participant upon return from a period of military service need not acquire Participant status under Article II, Section 5, of the Plan again.

(4) Current Service Credit during the period of military service will be calculated based upon the contributions made by the Participant's Employer to the Plan for the period of military service. These contributions will be due and owing to the Plan by the Participant's last Employer (before the period of military service) when the Participant is reemployed. The rate of contribution will be the rate the Employer actually paid in accordance with the applicable collective bargaining agreement during the period of military service on behalf of its other employees. No earnings are due from the Employer (or the Fund, if the Employer is no longer functional — see below) for any made up contributions.

If the last Employer is no longer functional, the Plan will be responsible for crediting the proper contributions. For each month of military service a Participant will be credited up to a maximum of 160 hours of Contributory Service. One Current Service Credit will be given for each Plan Year in which a Participant accrues 1,000 hours or more of Contributory Service. Participants will receive fractional credit proportional to the number of hours credited if they accrue less than 1,000 hours in a Plan Year. Generally, the amount of hours credited to the Participant for each full year of military service (or fraction thereof) will be the amount of hours actually credited for the same period in the year immediately prior to the military service. Allocations to the Individual Account will also be made.

(5) Military service is defined as the performance of duty in the Uniformed Services, on a voluntary or involuntary basis, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty training, full time National Guard duty, and any period for which a Participant is absent from a position of employment for the purpose of an examination to determine the fitness of the Participant to perform any such duty.

(6) Uniformed Services is defined as the Armed Forces, the Army and Air National Guard, the commissioned corps of the Public Health Services and any other category of persons designated by the President of the United States in time of war or emergency.

### **3. Forfeiture of Credited Service**

A Participant who is vested (see Article V) shall be entitled to all Credited Service which he has accrued regardless of any breaks of such service which may occur after vesting has been achieved. The Credited Service of a vested Participant is not subject to a Break in Continuous Service or forfeiture.

A non-vested Participant shall be considered to have sustained a One Year Break in Service if he has failed to earn at least 500 hours of Contributory Service in a Plan year. A Participant may incur up to five consecutive One-Year Breaks in Service without forfeiture. However, if a Participant incurs five or more consecutive One-Year Breaks in Service then such Participant's Credited Service is subject to forfeiture according to the rule of parity. Under the rule of parity, if a Participant's total number of consecutive One-Year Breaks in Service equals or exceeds the total number of his pre-break years of Credited Service, he shall be deemed to have incurred a Break in Continuous Service and his previously accrued Current Service Credit and Past Service Credit (if any) shall be forfeited.

A Participant shall not incur a One-Year Break in Service if the Participant was:

- (1) on temporary lay-off or other unemployment,
- (2) on approved leave of absence,
- (3) on disability absence on account of illness or injury as defined by and in accordance with the regulations of the Board of Trustees,
- (4) on absence for military service of the United States, or on absence from employment with the consent of his Employer to enter any other service of the United States,
- (5) absent from his employment as a result of a wartime relocation law or regulation,
- (6) serving as an elected official of a Participating Labor Organization, or
- (7) absent from employment as a result of pregnancy, birth of a child of an employee, placement of a child in connection with the adoption of a child by the employee or caring for a child during the period immediately following the birth or placement for adoption. Such absence shall not be recognized until certification of the absence is obtained from the participating employer by the participant and provided to the Administrative Office and such absence is recognized as required under applicable laws.

All such periods of absence, although not constituting a "Break in Continuous Service", shall, however, be excluded in the determination of Current Service Credit unless Section 2(d) above or Section 4 below applies.

### **4. Special Rule for Participant Promoted or Transferred to a Position Not Covered by a Collective Bargaining Agreement**

If a Participant is promoted or transferred by his Employer to a position not covered by a collective bargaining agreement his employment in such position will be included in the computation of his Current Service Credit if:

- (1) the promoted or transferred Participant has completed at least one (1) year of Current Service Credit with the Employer in a position covered by a collective bargaining agreement,
- (2) the Employer continues to make contributions on Participant's behalf to the Trust Fund without interruption, and
- (3) the Employer agrees to continue to make contributions for all other Participants who may be so promoted or transferred.

If contributions are not made during the period the Participant is employed in a position not covered by a collective bargaining agreement, his employment in such position will not be included in his Current

Service Credit. However, each consecutive year in which the Participant completes 1,000 hours or more of such service, shall count toward vesting under this Plan as provided in Article V.

### **5. Restoration of Forfeited Credited Service**

If a Participant who has suffered a forfeiture of Credited Service subsequently returns to employment under the Retirement Plan and qualifies as a new Participant he shall be entitled to begin a new accrual of Current Service Credit. Thereafter, if the Participant earns at least five (5) consecutive years of Current Service Credit without a Break in Continuous Service, the previously forfeited Credited Service shall be restored.

## **ARTICLE V VESTING**

### **1. Significance of Vesting**

A Participant who becomes "vested" will not, thereafter, sustain a Break in Continuous Service or forfeiture with respect to any Current Service Credit or Past Service Credit which he has accrued. A vested Participant may leave employment under the Plan prior to reaching retirement age and when he subsequently reaches retirement age, he may apply for retirement benefits based upon his previously accrued Credited Service.

### **2. Entitlement to Vesting**

A Participant shall become vested at the time he satisfies one of the following conditions:

- (a) He has accumulated 10 years of unbroken Credited Service, including at least one year of Current Service Credit or
- (b) He has accumulated 5 years of unbroken Credited Service and twelve months of contributions after June 1, 1988, or
- (c) He has accumulated 5 years of unbroken Credited Service which includes at least one Hour of Service earned on or after January 1, 1999.
- (d) He has accumulated 3 years of unbroken Credited Service which includes at least one Hour of Service earned on or after January 1, 2010.
- (e) He has met the age and service requirements for a retirement benefit (see Article VI, Section 2) but has not yet submitted an application for a retirement benefit.

The vesting rules in effect at the end of the Plan Year that a Participant would otherwise incur a Break in Continuous Service shall be used to determine entitlement to vesting.

In addition, a Participant who dies while performing qualified military service may be entitled to credit for vesting purposes as set out in Article VI, Section 3(a), second paragraph.

### **3. Active and Inactive Vested Participants**

A vested Participant who continues to accrue Contributory Service under the Plan, pending his future retirement, shall be deemed an active vested Participant.

A vested Participant who, in a period of five consecutive Plan years has earned no Contributory Service, shall, as of December 31st of the fifth such year, be deemed an inactive vested Participant. Inactive vested Participants who subsequently apply for retirement benefits shall be entitled to the benefit factors in effect on the Participant's Annuity Starting Date (see Article II, Section 22 and Article VI, Section 2(g)).

## **ARTICLE VI ELIGIBILITY AND BENEFITS**

### **1. Application for Benefits**

No benefits payable under the terms of this Plan shall begin until the Applicant has submitted an appropriate application form, as authorized by the Board of Trustees. All application forms for the

selection of retirement benefits must be signed by the Participant and spouse or other contingent annuitant, if any, before a notary public.

Once a Participant has retired under the Plan and selected the form and amount of benefit he wishes to receive and commences receiving benefits, he may not later change his choice and choose a different form of benefit.

The Board of Trustees has entered into various Reciprocal Agreements with other retirement plans in the Lumber Industry as explained in Article IX. Copies of these Reciprocal Agreements are on file at the Administrative Office.

## **2. Eligibility Rules, Amount and Form of Retirement Benefit**

### **(a) Eligibility Rule**

Each Participant who:

- (1) has attained age 60 or over, and
- (2) has earned at least five (5) years of credited service including at least one year of Current Service Credit, and
- (3) has terminated his employment with a participating Employer, and
- (4) has submitted an application for retirement benefits,

may, at his option, retire under the Plan and receive retirement benefits effective on his Annuity Starting Date. Additional provisions apply to Participants who have delayed their retirement beyond age 65. These provisions are contained in Article XI, Section 15.

Benefits shall continue on a monthly basis through the month in which the Participant dies. The Joint and Survivor Annuity and the Optional Survivor Annuity benefits shall continue through the month in which the spouse/contingent annuitant dies.

### **(b) Alternate Eligibility Rule**

Additionally, each Participant who:

- (1) has attained age 65 or over and meets the vesting rule under Article V, Section 2 (d), or
- (2) has at age 65 or over, reached his fifth (5th) anniversary of participation in the Retirement Plan (measured from his Plan Date) without a Break in Continuous Service, and
- (3) has terminated his employment with a participating Employer, and
- (4) has submitted an application for retirement benefits,

may, at his option, retire under the Plan and receive retirement benefits effective on his Annuity Starting Date. Additional provisions apply to Participants who have delayed their retirement beyond age 65. These provisions are contained in Article XI, Section 15.

Benefits shall continue on a monthly basis through the month in which the Participant dies. The Joint and Survivor Annuity and the Optional Survivor Annuity benefits will be paid to the spouse/contingent annuitant, if any, for the lifetime of the survivor if the Joint and Survivor benefit or the Optional Survivor benefit was selected at the time of retirement.

### **(c) Retirement Benefit Selection**

Federal law requires that retirement benefits for a married Participant be paid in the form of a Joint and Survivor Annuity with the Spouse as the designated beneficiary unless the Participant elects to waive the Joint and Survivor Annuity and the Spouse consents to the election in writing. If a Single Life Annuity or the Social Security Option is selected, no benefits are payable to the Spouse after the Participant's death. The Spouse's consent

must be witnessed by a notary public and the Spouse must acknowledge the effect of the election.

There are certain time periods in which a Participant may elect, reject and revoke benefit options. When you apply for Retirement benefits, Federal regulations require that the Plan provide each applicant with a detailed written explanation of the Joint Survivor Annuity and the Optional Survivor Annuity. The notice will also include a description of the relative value of the optional forms of benefits available under the Plan compared to the value of the Joint and Survivor Annuity. The notice will explain the time periods to elect, reject and revoke benefit options and must be provided no less than thirty (30) days and no more than one hundred and eighty (180) days before the benefit commencement date so that the Participant and Spouse can make a considered and timely decision whether to waive the Joint and Survivor Annuity.

The Plan may begin the distribution of benefits the day after the expiration of a seven day period following the notification as long as the Participant has made an affirmative election of benefits, with the Spouse's consent. You may elect to wait the full thirty (30) days by notifying the Administrative Office, in writing, when you return your completed application.

A right to defer notice will be sent to all Participants and spouses with the other notice and within the time period described in this section. This notice will include an explanation of the consequences of failing to defer receipt of a distribution.

**(d) Commencement of Benefits**

If a Participant has filed an application for benefits and his application has been approved by the Board of Trustees, payment of retirement benefits shall commence no later than the 60th day after the later of the close of the Plan Year in which:

- (1) the Participant attains Normal Retirement Age, or
- (2) the Participant reaches the 5th anniversary of his participation in the Plan, or
- (3) the Participant terminates his employment with a participating Employer and retires.

In any event, a Participant who has obtained 70 ½ must file an application within 60 days of reaching such age and benefits will commence no later than April 1 of the calendar year following the calendar year in which he attains age 70 ½.

If the benefit commencement date is later than the Annuity Starting Date, the Plan shall pay retroactive benefit payments to the Annuity Starting Date (or retroactive Annuity Starting Date) in accordance with IRS Bulletin 2003-38 and the regulations contained therein. In these instances an appropriate interest adjustment will be provided for any makeup payments (or lump sum payment) made under this paragraph in accordance with IRC Regulation 1.417(e)-1(b)(3)(iv)(B).

**(e) Amount of Normal Retirement Benefit**

Upon retirement at age 65 or over, an eligible Participant shall be entitled to receive a monthly retirement benefit which shall be the sum of the following:

**(1) For Past Service Credit:**

A monthly benefit equal to the Participant's total years of Past Service Credit multiplied by a past service benefit factor of \$5.50.

**(2) For Current Service Credit:**

Effective for contributions received beginning May 1, 2009, a monthly benefit equal to the Participant's total amount of benefit contributions paid by an Employer on behalf of the Participant multiplied by 1%.

For contributions received prior to May 1, 2009, a monthly benefit equal to the Participant's total amount of contributions paid by an Employer on behalf of the Participant multiplied by 2.75%.

An eligible Participant who continues to work in the Industry after age 65 and retires after reaching Normal Retirement Age, may have an additional actuarial adjustment to his benefit based on his age. This adjustment is further explained under Article XI, Section 15.

An inactive vested Participant who delays retirement until after age 65 and retires after reaching Normal Retirement Age, shall have an actuarial adjustment to his benefit based on his age. This adjustment is further explained, under Article XI, Section 15.

**(f) Amount of Early Retirement Benefit**

Participants who elect retirement prior to age 65 will have their monthly benefit calculated as above and the sum resulting from the calculations shall then be reduced by 1/180th for each month (1/15th for each year) the Participant's retirement precedes the month when he would be age 65. This is in recognition of the fact that early retirees will, on average, receive benefits for a longer period of time than do Participants who retire at age 65.

**(g) Amount of Retirement Benefit for Inactive Vested Participants**

An inactive vested Participant as defined in Article V, Section 3 shall be entitled to the benefit factors in effect on his Annuity Starting Date, but in no event will his benefits begin later than his Required Beginning Date under IRC Section 401(a)(9) (see also Article VI, Section 2(d)).

**(h) Forms of Retirement Benefit**

Upon retirement, an eligible Participant shall be entitled to the following forms of retirement benefits:

**(1) Joint and Survivor Annuity**

(a) If a Participant is married, a Joint and Survivor Annuity with the Participant receiving a reduction in the monthly benefits payable during his lifetime and the spouse receiving a monthly benefit of 75% of his reduced benefit, for the spouse's lifetime, if the spouse shall survive the Participant. The reduction in benefits for the Participant shall be 10% provided the spouse is not more than 10 years younger (or older) than the Participant. If the spouse is more than 10 years younger (or older) than the Participant, the reduction shall be increased (decreased) by 1/2 of 1% for each year over 10 years difference in age.

or

If the Participant waives the Joint and Survivor Annuity with the spouse's consent, the Participant may elect in writing a Qualified Optional Survivor Annuity with the Participant receiving a reduction in the monthly benefit payable during his lifetime and the spouse receiving a monthly benefit of 50% of his reduced benefit, for the spouse's lifetime, if the spouse survives the Participant. The reduction in benefits for the Participant shall be 5%, provided the spouse is not more than 10 years younger (or older) than the Participant. If the spouse is more than 10 years younger (or older) than the Participant, the reduction shall be increased (or decreased) by 4/10 of 1% for each full year over 10 years difference in age.

(b) If a Participant is not married, he may elect in writing to receive a reduction in the monthly benefit payable during his lifetime with a monthly benefit equal to 75% of his reduced benefit to be payable to a designated contingent annuitant for such annuitant's lifetime, if the annuitant shall survive the Participant. If the designated contingent annuitant is more than 10 years younger (or older) than the Participant, the reduction shall be increased (decreased) by 1/2 of 1% for each full year over 10 years difference in age.

or

The Participant may elect in writing to receive a reduction in the monthly benefit payable during his lifetime with a monthly benefit equal to 50% of his reduced benefit to be payable to a contingent annuitant for such annuitant's lifetime, if the annuitant shall survive the Participant. The reduction in benefits for the Participant shall be 5% provided the contingent annuitant is not more than 10 years younger (or older) than the Participant. If the designated contingent annuitant is more than 10 years younger (or older), the reduction shall be increased (or decreased) by 4/10 of 1% for each full year over 10 years difference in age.

(c) If the Retired Participant's spouse (or contingent annuitant) should die before the Participant, the Participant's monthly benefit shall, effective the first of the month following the date of death, revert to the amount that would have been payable had the Participant and spouse (or contingent annuitant) originally selected a monthly benefit for life computed in accordance with Article VI, Section 2 (h)(2)(a) and (b).

**(2) Single Life Annuity**

(a) If a Participant is married, he and his spouse may elect in writing to receive payment of full monthly benefits during the Participant's lifetime with no payment of benefits to his spouse on his death. If you are married, your Spouse must consent to this election in writing.

(b) If a Participant is unmarried on his Annuity Starting Date, a monthly retirement benefit payable to the Participant for life commencing as of his Annuity Starting Date and continuing through the month in which he dies.

**(3) Social Security Option**

If a Participant retires before age 65 and qualifies for an early retirement benefit as provided for in this Article, he may elect to receive a Social Security optional form of benefit whereby he will receive an increased monthly benefit until he reaches his 65th birthday whereupon the amount of such monthly benefit will decrease. If you are married, your spouse must consent to this election in writing.

The amount of the increased monthly benefit from the date of election to age 65 and the amount of the decreased monthly benefit after attaining age 65 will be the actuarial equivalent of the retirement benefits to which the Participant would otherwise be entitled as determined in accordance with actuarial tables devised by the Trust Fund actuary. (See Appendix A on pages 29-30). If a Participant elects this Social Security Option, the Joint and Survivor Annuity, the Optional Survivor Annuity and Single Life Annuity forms described in (1) and (2) above shall not be available to him.

### **3. Eligibility Rule, Amount and Form of Pre-Retirement Death Benefit — Spouse's Monthly Annuity**

#### **(a) Eligibility Rule**

If a married Participant who is vested or who meets the requirements for early or normal retirement but has not retired should die, his spouse shall be eligible for a pre-retirement death spouse's monthly annuity benefit.

In addition, effective January 1, 2007, and in accordance with Section 401 (a) (37) of the Internal Revenue Code of 1986, as amended, and IRS Notice 2010-15, if a Participant dies while performing qualified military service and, if absent his death, he would be entitled to reemployment rights under USERRA, his beneficiary shall be entitled to any additional benefits (other than benefit accruals relating to the period of the qualified military service), otherwise provided under the Plan, as if the Participant resumed employment prior to his death; and his beneficiary shall be entitled to credit for vesting purposes for the period of the qualified military service.

#### **(b) Amount of Pre-Retirement Death Benefit — Spouse's Monthly Annuity**

Upon the death of a Participant who is vested or who meets the requirements for early or normal retirement but has not retired, and who leaves a surviving spouse, the following benefits will be paid:

A monthly Joint and Survivor benefit to the surviving spouse as if the Participant retired on the day preceding the date of death or age sixty (60), whichever comes later, and based on the Credited Service accumulated by the Participant to his actual date of death.

#### **(c) Form of Pre-Retirement Death Benefit — Spouse's Monthly Annuity**

A monthly Joint and Survivor benefit to the surviving spouse commencing as of the first of the month following the date of the Participant's death or age sixty (60) whichever comes later and continuing for her lifetime.

If the present value of this benefit is \$5,000 or less, the Trustees will make payment in a single lump sum. If the present value of this benefit exceeds \$5,000, the surviving spouse will have the option of electing the lump sum payment. The payment of any lump sum will be made on the same commencement date as a monthly survivor annuity.

If the monthly benefit (or either lump sum) is paid retroactively, an appropriate interest adjustment will be provided on any make-up payment(s). In no event may the spouse defer payment of this benefit (or either lump sum) beyond Participant's age 70½.

If the benefit is paid as a lump sum payment, it will be considered an eligible rollover plan distribution unless the amount payable is less than \$200. The effect this designation will have on this benefit payout is further explained in Article XI, Section 13.

### **4. Death Benefit After Retirement**

There are no death benefits payable if the Participant dies after his retirement benefits commence except if the Participant is receiving the Joint and Survivor Annuity benefit or the Optional Survivor Annuity benefit as set out in Article VI, Section 2(h) (1) and (2).

### **5. Election, Rejection or Revocation**

Any written election, rejection or revocation (including any change of a previous choice) required by law or governmental regulation to be made under Article VI shall not take effect unless (a) the spouse of the Participant consents in writing to such election, (b) such election designates a beneficiary (or a form of benefit) which may not be changed without spousal consent, and (c) the spouse's consent acknowledges the effect of such election and is witnessed by a notary public. Notwithstanding the preceding sentence, no spousal consent shall be required if it is established to the satisfaction of the Trustees that Spousal consent may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Internal Revenue Service may by regulations prescribe.

## **ARTICLE VII INDIVIDUAL ACCOUNT BENEFIT**

### **1. Description of Benefit**

In addition to the normal retirement benefit and early retirement benefit which are described in Article VI, a Participant may be eligible for an Individual Account Benefit as described in this Article. This benefit was effective June 1, 1987. For this purpose, an Individual Account will be established for each Participant. However, no account will be established for Participants who were retired or were deceased before June 1, 1988.

The Account of each Participant will initially be established and thereafter be increased in the amount of the credited percentage of the employer contributions received on behalf of the Participant. Effective June 1, 1987, the credited percentage shall be 20%. However, the Trustees may at the beginning of any subsequent Plan year withdraw or change the credited percentage, by Plan Amendment, if considerations relevant to the maintenance of the benefits described in Article VI indicate such action. Any Trustee decision to withdraw or change the credited percentage will be announced to Participants before the start of the Plan year.

The "Account" or "Account Balance" of a Participant shall be equal to the sum of the credited percentage of employer contributions and Interest credited quarterly.

### **2. Individual Account Valuation**

The valuation of each individual account will be determined on each Valuation Date (March 31, June 30, September 30 and December 31) with the first valuation date to be June 30, 1989 as follows:

- (a) The amount in the Participants Individual Account on the last Valuation Date, plus
- (b) The credited percentage of contributions received on the Participants behalf since the last Valuation Date, if any, plus
- (c) Interest on the Account Balance to be credited quarterly, on each Valuation Date as determined in accordance with the second paragraph of Article II, Section 17. Interest on the Account Balance shall continue to be credited until the Participants' Annuity Starting Date regardless of whether the Participant remains active in the Fund.

The Account Balance in each Individual Account shall be payable if an eligible Participant (a) retires under the Plan or (b) dies before retirement as provided herein. Account Balance shall mean the total sum in his account as of the last Valuation Date immediately preceding his Annuity Starting Date or benefit commencement date, whichever is later or his death plus the amount of the credited percentage times the employer contributions made with respect to service from such Valuation Date. Payment shall be made in a lump sum or in monthly installments, as provided herein.

Each Participant's accrued benefit under this Article as of any Valuation Date on or prior to the Participant's Normal Retirement Date is the monthly amount payable beginning on the Participant's Annuity Starting Date as a single life annuity that is the Actuarial Equivalent of the Participant's Account Balance on the Valuation Date.

### **3. Eligibility Rule, Amount and Form of Benefit Upon Retirement**

#### **(a) Eligibility Rule**

Each Participant who meets the eligibility requirements for a normal retirement benefit, or an early retirement benefit as set out in Article VI shall be eligible for an Individual Account Benefit.

#### **(b) Amount of Individual Account Benefit**

Upon retirement, an eligible Participant shall be entitled to a distribution consisting of his Account Balance. The value of a lump sum distribution will be the greater of the Account Balance or the Actuarial Equivalent of the accrued benefit determined by projecting the Account Balance to Normal Retirement Age at the Interest crediting rate set forth under

Article VII, Section 5, and then discounting it using the assumption specified in Code Section 417(c) (3).

If employer contributions are received on behalf of a Participant after distribution of the account has been made or commenced, the credited percentage of such contributions shall be distributed to the Participant as soon as practicable.

A Participant's accrued benefit will be equal to or greater than that of a similarly situated younger individual who is or could be a participant in accordance with Internal Revenue Code Section 411 (b) (5) (A).

**(c) Form of Benefit**

Upon retirement, a Participant may elect to receive payment of his Account Balance in a lump sum distribution. Such election must be in writing and must meet the requirements of Article XI, Section 7.

If the Participant does not elect to receive payment of his Account Balance in a lump sum, his Account Balance will be converted on an Actuarially Equivalent basis to provide payments in the same form as his retirement benefits determined under Article VI, Section 2. For this purpose, Actuarial Equivalent shall be determined by first converting the Participant's Account Balance to a single life pension on a basis consistent with that used for valuing small benefits described in Article XI, Section 7.

**4. Eligibility Rule, Amount and Form of Benefit Upon Death**

**(a) Eligibility Rule**

A beneficiary of a vested Participant who dies prior to his Annuity Starting Date or benefit commencement date shall be entitled to the Participant's Account Balance.

**(b) Amount of Individual Account Benefit**

Upon the pre-retirement death of an eligible Participant, his beneficiary shall receive a distribution based on his Account Balance as of the last Valuation Date immediately preceding the date of death plus any credited percentage based on employer contributions received thereafter. If the distribution is to be made in the form of a monthly annuity benefit to the Participant's Spouse under Section 3(c) it will be based on the last Valuation Date prior to his death plus any credited percentage based on employer contributions received thereafter.

If employer contributions are received on behalf of a Participant after distribution of the account has been made or commenced, the credited percentage of such contributions shall be distributed to the beneficiary as soon as practicable.

**(c) Form of Benefit**

A beneficiary who is not the Participant's Spouse shall receive distribution of the Account Balance in the form of a lump sum death benefit.

If the Participant is married at the time of his death and his Spouse is eligible for a pre-retirement Spouse's monthly annuity benefit, his Spouse, unless she elects otherwise, will receive a benefit calculated actuarially to provide a pre-retirement monthly annuity death benefit as provided in Article VI, Section 3, if applicable, and such benefit shall be added to her monthly annuity benefit as of the commencement date under Article VI Section 3. In lieu of the monthly annuity benefit, the Spouse may elect a lump-sum death benefit payable at the time of the Participant's death.

**5. Crediting of Interest**

Each Participant's account will be credited with interest quarterly. The rate of interest will be one-fourth of the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service for the November immediately preceding the first day of the Plan Year in which the

Participant's Individual Account Benefit is paid. However, the Trustees may change this interest rate by means of a Plan amendment adopted prior to the beginning of the Plan Year to which the change relates.

Interest will be credited to each Participant's account on each Valuation Date by applying the stated rate of interest to the Account Balance as it existed on the Valuation Date.

If any interest credit (or equivalent amount), under this Section, is ever less than zero, this interest rate shall not result in the Individual Account being less than the aggregate amount of contributions credited to the Account in accordance with Internal Revenue Code Section 411 (b) (5) (B) (i) (II).

#### **6. Return to Work**

If a Participant returns to work after he has received a lump sum distribution of his Account Balance he will be considered a new Participant for this benefit and a new account will be established for him with a zero balance. If he begins earning Contributory Service, the allocation of credits to his account will be resumed.

#### **7. Forfeiture of Benefit**

The benefit described in this Article is payable only to those Participants who were vested under Article V or otherwise eligible for retirement benefits under Article VI, Section 2. A Participant who does not satisfy these requirements is subject to the break in service, forfeiture and reinstatement rules under Article IV. If a forfeiture occurs, as provided therein, the Participant shall forfeit his Account Balance.

#### **8. Eligible Rollover Plan Distribution**

The Individual Account Benefit, payable under this Article VII, is an eligible rollover plan distribution unless the amount payable is less than \$200 and/or the Participant is a vested terminated Participant who is age 70-1/2 or older. The effect this designation will have on the Individual Account Benefit payout is further explained in Article XI, Section 13.

#### **9. Election, Rejection or Revocation**

Any written election, rejection or revocation (including any change of a previous choice) required by law or governmental regulation to be made under Article VI shall not take effect unless (a) the spouse of the Participant consents in writing to such election, (b) such election designates a beneficiary (or a form of benefit) which may not be changed without spousal consent, and (c) the spouse's consent acknowledges the effect of such election and is witnessed by a notary public. Notwithstanding the preceding sentence, no spousal consent shall be required if it is established to the satisfaction of the Trustees that spousal consent may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Internal Revenue Service may by regulations prescribe.

### **ARTICLE VIII RE-EMPLOYMENT OF RETIRED PARTICIPANTS**

#### **1. Re-employment After Obtaining Age 70**

Suspension of benefits shall not apply with respect to any earnings of a retired Participant who continues to work after attaining age 70.

#### **2. Permanent Return to Work in Industry Prohibited**

Under this Plan, retirement benefits are payable to Participants who retire from employment at their trade or craft in the Southern California Lumber Industry. Therefore, if a retired Participant returns to work at his trade or craft in the Southern California Lumber Industry on a permanent basis his monthly retirement benefits shall be subject to suspension according to the provisions of Section 3 of this Article.

A retired Participant who obtains work outside the Southern California Lumber Industry or who obtains work within the Industry but in a different trade or craft from which he retired, shall not be subject to a benefit suspension.

#### **3. Definition of Permanent Return to Work**

A retired Participant who returns to work at his trade or craft in the Southern California Lumber Industry shall be considered to have made a permanent return to work if, in any calendar year, he

- (1) works 40 or more hours each month, and

(2) is age 60 but less than 65 and earns more than the total dollar earnings allowance permitted to Social Security recipients under the terms of the Social Security Act, as such may be amended,

Or

is age 65 but less than 70 and earns more than the total dollar earnings allowance as set by the Board of Trustees. For Plan years 2003 and thereafter, the Trustee imposed maximum will be the total dollar earnings allowance permitted by Social Security recipients under the terms of the Social Security Act for retired Participants who work in the year they reach full retirement age as defined by said Act. Please call the Administrative Office for the earnings limitation in effect for a particular calendar year.

Once the retired Participant has earned the maximum allowance his monthly benefits for the balance of that calendar year shall be suspended. However, suspension of benefits will not apply in any calendar month if the retired Participant works less than 40 hours in that month, or if his actual earnings for that month are less than the amount of his monthly retirement benefit.

#### **4. Temporary or Casual Return to Work Does Not Disqualify**

If a retired Participant returns to work at his trade or craft in the Southern California Lumber Industry and, in any calendar year does not earn more than the total dollar earnings allowance as described in Section 3 of this Article, his return to work will be considered as temporary or casual and will not cause a suspension of any monthly retirement benefits payable in that year. All contributions paid to the Fund during a temporary return to work will be distributed at the end of each year in the form of an increased monthly annuity or a lump sum benefit under the Individual Account, as applicable.

#### **5. Administration of Return to Work Provisions**

It shall be the responsibility of each retired Participant who intends to return to work at his trade or craft in the Southern California Lumber Industry to give advance notice of that intention to the Administrative Office so that his situation can be clarified and arrangements can be made to monitor his earnings.

Additionally, when a retired Participant has returned to work and has earned the maximum earnings allowance for a calendar year, as described in Section 3 of this Article, it shall be his responsibility to return to the Administrative Office any additional monthly retirement benefit checks which may be sent to him. If a retired Participant fails to return a monthly benefit check to which he is not entitled the amount of that benefit check will be offset against future benefits to which the Participant may be entitled.

It shall also be the responsibility of each retired Participant whose benefits are being suspended to notify the Administrative Office when he ceases the prohibited employment. Monthly benefits will be resumed as soon as possible, less any offset which may be applicable. Retroactive payments, if applicable, will be paid to the first of the calendar month following the month in which the prohibited employment ceases in accordance with IRS Bulletin 2003-38 and the regulations contained therein. In this instance, an appropriate interest adjustment will be provided for any makeup payments made under this paragraph in accordance with IRC Regulation 1.417(e)-1(b)(3)(iv)(B).

The Administrative Office may from time to time request a retired Participant to furnish information concerning his employment status and earnings (including the execution of forms requesting release of Social Security earnings information). Failure to furnish the requested information may result in an interruption of monthly retirement benefit payments pending compliance with the request.

#### **6. Accrual of Additional Current Service Credit**

Retired Participants who return to work at their trade or craft in the Southern California Lumber Industry may while employed be covered by additional employer contributions to the Retirement Fund (i.e., Contributory Service). Current Service Credit will be extended with respect to any month for which Contributory Service is earned by virtue of the retired Participant's re-employment in the Industry.

A retired Participant who is working and who is credited with additional Current Service Credit shall upon a subsequent retirement and the filing of a new application for retirement benefits be entitled to an increase in his original monthly benefit based on such additional Current Service Credit and his age at the

time of his subsequent retirement. Any such increase shall be effective upon the date of his subsequent retirement.

## **7. Compliance with Government Regulation**

It is the intent that the interpretation and administration of this Article VIII will conform to the requirements of Government Regulation 29 CFR 2530.203-3, as such may be amended.

## **ARTICLE IX RECIPROCAL AGREEMENTS**

The Board of Trustees has entered into various Reciprocal Agreements with other retirement plans which provide benefits to employees who work under collective bargaining agreements in similar or related industries. As a result of these Reciprocal Agreements, service under one or more related retirement plans may be combined with service under this Plan for the purpose of establishing eligibility for certain benefits under this Plan (although benefit amounts are computed separately).

All related agreements (and related pension plans) and information on how these Reciprocal Agreements may be applied to assist individual Participants may be obtained from the Administrative Office of the Trust Fund.

## **ARTICLE X BENEFIT CLAIM AND REVIEW PROCEDURES**

### **1. Filing a Claim for Benefits**

Any Participant or beneficiary (or authorized representative thereof) may file a claim for benefits by completing and submitting the required application(s) for those benefits to the Administrative Office of the Trust Fund. Applications may be obtained from the Administrative Office.

### **2. Administrative Review of Claims**

Upon receipt of a claim, the Administrative Office will determine whether the Participant or beneficiary is entitled to the benefits requested. If the claim is denied in whole, or in part, the Administrative Office will provide notification of its decision in writing or by electronic means no later than 90 days after receipt of the claim. This 90-day period begins with the filing of the claim without regard to whether all the information necessary to make a decision accompanies the filing.

If the Administrative Office determines that special circumstances require an extension of time for processing the claim, written notice of the extension will be furnished to the Participant or beneficiary prior to the termination of the initial 90-day period. The extension cannot exceed a period of 90 days from the end of the initial period. The extension notice shall indicate the special circumstances which require the extension of time and the date by which the Administrative Office expects to render the claim determination.

The Administrative Office and the Participant or beneficiary may agree to further extensions of these time periods. Any such agreement will be in writing.

### **3. Notice of Claim Denials**

If a claim is denied in whole, or in part, the Participant or beneficiary will be provided with a notice of the Administrative Office's denial, in writing or by electronic notification. The notice will contain:

- (a) the specific reason or reasons for the denial;
- (b) reference to the specific Plan provision(s) on which the denial is based;
- (c) a description of any additional material or information necessary for the Participant or beneficiary to perfect the claim and an explanation of why such material or information is necessary; and
- (d) an explanation of the Appeal Procedures described below and the time limits applicable to such procedures.

#### **4. Appeal of Denied Claims**

The procedures specified herein shall be the sole and exclusive procedures available to a Participant or beneficiary ("Claimant") who is dissatisfied with an eligibility determination, benefit award or who is otherwise adversely affected by any action of the Board of Trustees or of the Administrative Office acting on its behalf.

The Claimant (or authorized representative thereof) must appeal to the Board of Trustees within 60 days following receipt of a notification of any denial. The request must be in writing and sent to the Trust Fund in care of the Administrative Office. The Administrative Office shall provide reasonable access to and copies of all documents, records, and other information, free of charge and upon request, that are relevant to the Claimant's claim. Claimant will have the opportunity to submit written comments, documents, records, or any other information in support of the claim.

#### **5. Appeal Hearing Procedures**

Appeals of denied claims for benefits are subject to mandatory appeal to the Board of Trustees. Any appeal of a Board of Trustees' determination is thereafter subject to mandatory final and binding arbitration.

The appeal will be heard by written submission no later than the Board of Trustees' quarterly meeting that immediately follows the receipt of a request for appeal, except if the request is filed within 30 days of the date of the meeting. In such case, an appeal will be heard no later than the date of the second meeting following receipt of the Claimant's appeal.

If there are special circumstances, the appeal will be heard and decided no later than the third meeting date following the receipt of the request for appeal. Claimant will be provided with written notice in advance of the extension describing the special circumstances and the date the matter will be heard and decided.

Claimant will be notified of an appeal decision no later than 5 days after the decision is made.

Claimant and the Board of Trustees may agree to further extensions of any time period. Any such agreement will be in writing.

An in-person hearing before the Board of Trustees will be scheduled only if the Trustees cannot make a decision based upon the written submission(s). In such an instance, a hearing will be held in which the Claimant and/or authorized representative will be asked to attend and present information and documentation in support of the appeal. The hearing will occur within the time frames set forth above.

#### **6. Incomplete Appeals**

If the Claimant fails to follow the above-referenced procedures or does not provide sufficient information to decide an appeal, the Claimant will be notified in writing. Claimant will have 45 days from receipt of the notification within which to provide the additional information. The Claimant and the Board of Trustees may agree to further extensions of this time period. Any such agreement shall be in writing.

All time periods for deciding an appeal shall be tolled from the date on which the notification of any extension(s) is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

#### **7. Notice of Appeal Decision**

The Board of Trustees' decision on appeal will be provided to the Claimant in writing or by electronic notification. If the appeal is denied in whole, or in part, the notification will contain the following information:

- (a) the specific reason or reasons for the denial;
- (b) reference to the specific Plan provision(s) on which the benefit claim denial is based;
- (c) 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 claim for benefits;
- (d) a statement of the Claimant's right to request mandatory final and binding arbitration.

## **8. Arbitration**

If the Claimant is dissatisfied with the written decision of the Board of Trustees, the Claimant shall have the right to appeal the matter to mandatory final and binding arbitration in accordance with the employee benefit plan arbitration rules of the American Arbitration Association, provided that the Claimant submits a request for arbitration to the Board of Trustees, in writing, within sixty (60) days of receipt of the written appeal decision. If an appeal to arbitration is requested, the Board of Trustees shall submit to the arbitrator a certified copy of the record upon which the Trustees' decision was made.

The question for the arbitrator shall be (1) whether the Board of Trustees was in error upon an issue of law, (2) whether the Board of Trustees acted arbitrarily or capriciously in the exercise of its discretion, or (3) whether the Board of Trustees' findings of fact were supported by substantial evidence. The decision of the arbitrator shall be final and binding upon the Board of Trustees, upon the appealing party, and upon all other parties whose interests are affected thereby.

## **9. Class Action Waiver**

A Claimant who is dissatisfied with the Board of Trustees' decision on appeal and seeks further review of the decision may only do so in his/her individual capacity and not as a plaintiff or class member in any purported or proposed class or representative action of any kind. Unless the Claimant(s) in any arbitration or other action and the Fund both (all) agree, no action may be consolidated with another person's (or other persons') claim(s) or heard in any form of a representative or class proceeding. Participation in the Southern California Lumber Industry Retirement Fund thus constitutes a waiver of any specific, general, or implied right under any statute or regulation, etc., to pursue a class action proceeding as a plaintiff/class member.

## **10. Additional Standards**

The Board of Trustees' review of a Claimant's appeal will be a de novo review. This de novo review will take into account all information submitted by the Claimant without regard to whether such information was submitted or considered by the Administrative Office in its review.

The Board of Trustees shall have the authority to adopt rules governing the conduct of any administrative review or appeal. These rules, if adopted, and the Benefit Claim and Review Procedures contained in this Article are in compliance with ERISA Section 503 and the Department of Labor Regulations 29 CFR 2560-503.1 and, therefore, are intended to be reasonable and offer a Claimant a full and fair review process. Any omissions or oversights will be interpreted in accordance with the law and its corresponding regulations.

# **ARTICLE XI MISCELLANEOUS**

## **1. Information to be Furnished**

The Board of Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Plan, all information which it reasonably deems necessary, including records of employment, proofs of date of birth, death and identification. No benefit dependent in any way upon such information shall be payable unless and until the information so required shall be furnished. Such evidence shall be furnished by the Labor Organizations, Employers and Participant, as applicable.

Any Participant, retired or otherwise, shall be subject to disqualification, either temporarily or permanently within the discretion of the Board of Trustees, for any erroneous or fraudulent actions or statements made in obtaining benefits.

## **2. Titles and Words**

The titles of the various Articles and Sections of this Plan are inserted solely for convenience or reference and are not a part of nor shall they be used to construe any term or provision hereof. Whenever any words are used in the masculine gender, they may be construed as though they were used in the feminine gender, and words in singular form may be construed as though they were used in the plural form, in all cases where they would so apply.

## **3. Maximum Benefits**

Notwithstanding any other provision of this Plan, the benefits provided hereunder shall not exceed the limitations imposed by Section 415 of the Internal Revenue Code. The maximum limitations imposed by Section 401(a)(17) of the Internal Revenue Code will also apply including OBRA 1993's annual compensation limit which is effective January 1, 1994 and as may be amended from time to time.

For all Plan Years beginning after July 1, 2007, the following benefit limitation applies:

The annual benefit otherwise payable to a Participant under the Plan at any time shall not exceed the maximum permissible benefit set forth under Section 415 (b)(1)(A) of the Internal Revenue Code, as adjusted for increases in the cost of living under Section 415(d) of the Internal Revenue Code. If the benefit a Participant would otherwise accrue in a Plan Year would produce an annual benefit in excess of the maximum permissible benefit, as discussed above, in any optional form of benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the maximum permissible benefit.

For purposes of applying the limitations of Section 415 of the Internal Revenue Code, the term "compensation" shall mean remuneration for services of the following types:

The Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) under the Internal Revenue Code). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Reg. Section 1.62-2(c). Compensation for a limitation year also includes compensation paid by the later of (1) 2 1/2 months after an Employee's severance from employment or (2) the end of the limitation year that includes the date of the Employee's severance from employment, if the payment is for regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular work hours (e.g., overtime or shift differential), commissions, bonuses, or other similar payments and the payment would have been paid to the Employee prior to a severance from employment if the Employee had continued in employment. Additionally, effective January 1, 2009, if an Employer provides differential wage payments as defined in Internal Revenue Code Section 414(a)(12)(D) to a Participant who has performed Qualified Military Service for more than 30 days, "Compensation" will include such differential wage payments.

The term "compensation" shall not include the following:

- (1) Contributions (other than elective contributions described in Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b) of the Internal Revenue Code) made by the employer to a plan of deferred compensation (including a simplified employee pension described in Section 408(k) of the Internal Revenue Code or a simple retirement account described in Section 408(p) of the Internal Revenue Code, and whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as compensation for Section 415 purposes, regardless of whether such amounts are includible in the gross income of the employee when distributed;
- (2) Amounts realized from the exercise of a nonstatutory option, or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (3) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option;
- (4) Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Section 125 of the Internal Revenue Code); and
- (5) Other items of remuneration that are similar to any of the items listed in subsections (1) through (4) above.

In addition to any other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provisions of the Plan, compensation taken into account under the Plan for any calendar year for the purpose of calculating a Participant's accrued benefit (including the right to an optional benefit provided under the Plan) shall not exceed the limits set forth in Section 401(a)(17) of the Internal

Revenue Code, as may be amended from time to time, and as adjusted for changes in the cost of living as provided in Sections 401(a)(17) and 415(d) of the Internal Revenue Code (i.e., the maximum limitations shall apply). For purposes of applying the benefit limitations of Section 415 of the Internal Revenue Code, benefits attributable to a Participant from all participating Employers must be taken into account, as well as any social security supplement described in Section 411(a)(9). Also, if a Participant must combine the annual benefit from another plan(s) with this Plan in order to determine whether the combined annual benefit exceeds the maximum payable under Section 415, and the combined benefit does exceed the Section 415 limitations, the other plan(s) of benefits will be adjusted in order to comply with Section 415. Furthermore, in applying the limitations of Section 415 and Section 401(a)(17) of the Internal Revenue Code, total compensation received by a Participant from all participating Employers is also taken into account.

Internal Revenue Code Section 415 and the Final Regulations issued by the Department of the Treasury on April 5, 2007 are hereby incorporated by reference. Any provisions contained in the Plan Document are intended to comply with Internal Revenue Code Section 415 and those Final Regulations and any amendments and regulations issued subsequent thereto, to the extent they are applicable. Any omission or oversight will be resolved in accordance with the law and regulations.

#### **4. Correction of Errors**

It is recognized and acknowledged by all parties that the Board of Trustees will provide eligibility credits or benefits to Participants and their beneficiaries based on Trust Fund records. It is also recognized and acknowledged that such records could be incorrect due to (a) Employers reporting individuals who are not eligible for participation, (b) Employers reporting incorrect names or incorrect social security numbers, (c) Employers reporting more (or less) than the hours or contributions required to be reported, (d) delinquent Employer reports, (e) Participants or beneficiaries submitting incorrect or false benefit applications, (f) recording or computation errors by the Administrative Office, (g) computer errors, or (h) other similar circumstances. The Board of Trustees shall have the authority to correct the Trust Fund records whenever errors are discovered and to terminate participation, adjust eligibility, credits or benefits, or seek the recovery of benefit overpayments, as they may determine.

#### **5. Interpretation and Application of Plan**

The Board of Trustees shall have the authority to interpret and apply the provisions of the Trust Agreement and of this Plan or of their own motions, resolutions, and administrative rules and regulations, or any contracts, instruments, or writings that they may have adopted or into which they may have entered.

#### **6. Facility of Payment**

In the event the Board of Trustees determines that any Participant or beneficiary is physically or mentally unable to give a valid receipt for any benefit payment due him under the Plan, such payment may, unless a claim shall have been made for such payment by a legally appointed guardian, conservator, or other legal representative, be paid to any person or institution then in the judgment of the Board of Trustees to be providing the care and maintenance of such Participant or beneficiary. Any such payment to an alternate person shall be a complete discharge of any liability of the Trust Fund and the Board of Trustees.

#### **7. Small Benefits**

If at the time a monthly benefit becomes payable to a Participant and the Actuarial Equivalent Value of such monthly benefit is \$5,000 or less, the Board of Trustees will pay to the Participant in a lump sum, the amount of such actuarial value in lieu of the monthly benefit otherwise payable. Also, the Board of Trustees will make arrangements for the payment of small monthly benefits (\$100.00 or less) in a single lump sum (with the consent of the Participant and spouse, if applicable, if the lump sum is over \$5,000).

Such Actuarial Equivalent Value shall be determined in accordance with the second paragraph of Article II, Section 17.

Small payments under this Article XI, Section 7 are eligible rollover plan distributions unless the amount payable is less than \$200 and/or the Participant is a vested terminated participant who is age 70-1/2 or older. The effect this designation will have on a small benefit payout is further explained in Article XI, Section 13.

## **8. Inalienability of Benefits**

No right or claim to any of the monies or other assets of the Fund shall be assignable by a Participant, nor shall such rights or claims be subject to garnishment, attachment, execution, or levy of any kind, and any attempt to assign, transfer, pledge, encumber, commute or anticipate the same will be not recognized by the Board of Trustees, a Participating Labor Organization, an Employer, or anyone else, except to such an extent as may be required by law or by a domestic relations order which has been approved and qualified by the Administrator in conformance with Section 206 of the Employee Retirement Income Security Act of 1974, as amended (a QDRO). The terms of the Plan (including Plan documents) shall determine benefit entitlements, except that a valid QDRO shall determine benefit entitlements, if applicable.

No Participant shall be entitled to receive any part of the Employer contributions in lieu of the benefits provided through this Plan. Where a Participant fails to qualify for benefits, neither the Participant nor his Employer shall have any claims to the contributions which may have been made on his behalf.

## **9. Rights of Employees**

Nothing herein contained shall be deemed to give any Employee the right to be retained in the service of an Employer or to interfere with the right of an Employer to discharge such Employee at any time, nor shall it be deemed to give an Employer the right to require the Employee to remain in its service, nor shall it interfere with the Employee's right to terminate his service at any time.

## **10. Acceptance by Employer**

Each Employer making contributions to the Trust Fund does accept, ratify and agree to be held by and comply fully with all of the terms and provisions of the Trust Agreement and of this Plan, of any amendments thereto, and any resolutions of the Board of Trustees implementing their terms. No liability is assumed for the performance of any other Employer.

## **11. Governing Law**

The Plan shall be governed, construed and administered in accordance with Section 302(c) of the Labor Management Relations Act of 1947 as amended, the Employee Retirement Income Security Act of 1974 as amended, the Internal Revenue Code as amended, and the regulations pertinent thereto. Any omissions or oversights will be resolved in accordance with these laws and regulations.

## **12. Compliance with Funding Requirements**

Notwithstanding any other provision of this Plan, the Board of Trustees shall have the authority to take whatever action it deems necessary to ensure that the contributions paid by the participating Employers, in each Plan year, will remain fully deductible within the limitations of Sections 404 and 412 of the Internal Revenue Code. Such action may include, but not be limited to, one time increases in the accumulated value of a Participant's Individual Account or onetime increases in the amount of benefits payable to retirees in pay status. Upon approval, any such action shall be formalized in a resolution and set out in Appendix B to the Plan.

## **13. Eligible Rollover Plan Distributions**

Notwithstanding any other provisions of the Retirement Plan to the contrary, certain distributions under Federal law are eligible for rollover to a traditional (or inherited, as applicable) Individual Retirement Account (IRA), a Roth IRA, or other Eligible Retirement Plan. The distributions from this Retirement Plan that are eligible for this direct rollover treatment are: Individual Account Benefit (taken as a single payment) (unless you are a vested terminated Participant who is age 70-1/2 or older), \$5,000 or less benefit payouts (unless you are a vested terminated Participant and age 70-1/2 or older), other small benefit payouts (unless you are a vested terminated participant and age 70-1/2 or older), and death benefits (taken as a single payment and paid to a surviving spouse, former surviving spouse, or non spouse designated beneficiary, as applicable) unless the amount is less than \$200. Distribution of death benefits from this Retirement Plan and paid to a Participant's non spouse designated beneficiary are also eligible for rollover treatment provided the distribution is rolled over directly into an inherited IRA in the Participant's name payable to the same beneficiary as designated under the Retirement Plan unless the amount is less than \$200.

If a Participant (or spouse, former Spouse or non spouse designated beneficiary) elects to rollover the distribution, the payout will be made directly from the Retirement Plan to the financial institution or other Eligible Retirement Plan selected by the Participant (spouse, former Spouse or non spouse designated beneficiary as applicable). If a non spouse designated beneficiary elects to rollover the distribution, the payment will be made directly from the Retirement Plan to the inherited IRA. If a Participant (or spouse, former spouse, or non spouse designated beneficiary) does not elect to rollover this distribution and elects to have the payment made to him or her, or if no election is made, the Retirement Plan must withhold 20% of the payment. This 20% withholding will then be paid to the Internal Revenue Service.

If a Participant's (or spouse's, former Spouse's, or non spouse designated beneficiary's) distribution falls under the eligible rollover plan distribution rules, they will receive additional information from the Administrative Office on the rollover rules at the time they apply for benefits which would result in such a distribution.

The Board of Trustees has adopted procedures for complying with the eligible rollover plan distribution rules as set out in the Unemployment Compensation Amendments Act of 1992 and any subsequent laws passed or regulations issued subsequent thereto. The Board reserves the right to make any changes as they deem appropriate or as required by law.

#### **14. Nonforfeitable and Vested Status**

The benefits to which a Participant is entitled under this Plan upon his attainment of Normal Retirement Age are nonforfeitable, subject, however, to retroactive amendment made within the limitation of Section 411(a)(3)(C) of the Internal Revenue Code and Section 302(c)(8) of ERISA. The benefits to which a surviving Spouse is entitled shall likewise be nonforfeitable. Participants and beneficiaries shall be entitled to any of the other benefits of this Plan subject to all of the applicable terms and conditions.

#### **15. Delayed Retirement**

A Participant who continues working in the Industry after age 65 and retires after reaching Normal Retirement Age may be entitled to an actuarial adjustment of his pension benefit. As of the end of each Plan Year (or his Annuity Starting Date, if earlier), his benefit will be the greater of:

- (1) the amount of retirement benefits accrued at age 65 (or at the previous December 31 if he is past age 65) increased by 0.8% times the number of months since age 65 (or last actuarial adjustment calculation); or
- (2) the amount of retirement benefits accrued at the Plan Year end (or Annuity Starting Date, if earlier) on the basis of credited service and contributions up to that point.

A Participant who delays his Annuity Starting Date beyond Normal Retirement Age but who does not continue to work in the Industry shall have benefits paid in an amount based on the retirement benefits accrued at age 65 actuarially increased to his Annuity Starting Date. The actuarial increase will be 9.6% per Plan Year and will be determined at the end of each Plan Year (or his Annuity Starting Date). For periods less than one complete Plan Year, the actuarial increase will be 0.8% times the number of months in the period.

Internal Revenue Code Section 411 (b) (1) (H) will apply to the Individual Account Plan, unless the Plan has suspended or will suspend benefits in accordance with Section 411 (a) (3) (B).

#### **16. Designation of a Beneficiary**

A participant may designate a beneficiary or may change a designated beneficiary by filing a beneficiary designation card that is received by the Administrative Office. If the participant has a Spouse, the Spouse must be the designated beneficiary.

A former spouse may waive his/her right to be a designated beneficiary (or a surviving spouse) and to receive death benefits (or any survivor annuity) through a domestic relations order not amounting to a QDRO, but a former spouse may not be a designated beneficiary (or a surviving spouse) and may not retain death benefits (or any survivor annuity) through a domestic relations order not meeting the requirements of a QDRO.

If no beneficiary has been designated by the Participant or if the designated beneficiary does not survive the Participant, the death benefit described in Article VII, Section 4 (a), shall be paid to the surviving person or persons listed below as successive preference beneficiaries:

- (1) spouse
- (2) children, including legally adopted children
- (3) parents
- (4) brothers and sisters
- (5) executor or administrator of the deceased Participant's estate

In determining the appropriate beneficiary, the Board of Trustees may rely upon an affidavit by any class member of preference beneficiaries. Any payment of benefits based upon such affidavit, shall fully release the Board of Trustees from claims based on any legal theory whatsoever by any other members of any class. However, if the Administrative Office has received a valid claim by another person, no benefits will be paid until there is a resolution as to entitlement. If two or more persons become entitled to the benefits, they will share equally.

Any death benefit payable to a minor may be paid to the legally appointed guardian of the minor, but if there is no such guardian, the Board of Trustees shall determine who will receive payment of the benefits on behalf of the minor. Such a determination and payout shall release the Board of Trustees from claims by anyone based on any legal theory whatsoever.

#### **17. Hypothetical Account Balance**

The Individual Account Plan is in compliance with IRC 411 (a) (13) (A) and IRC 411 (b) (5) regarding the accrual on benefits derived from employer contributions expressed as the balance in the hypothetical Account and the interest credit on the Account is not greater than a market rate of return, as prescribed in the Department of Treasury's final regulations published at 75 Fed. Reg. 64,123, 79 Fed. Reg. 56,442, and 80 Fed. Reg. 70,680.

#### **18. Change of Address**

It is the Participant's responsibility to provide the Administrative Office of the Fund with any changes of address, whether the Participant is an active employee, inactive member (vested terminated employee), or a retiree. You may notify the Fund by any means so long as the communication is in writing, i.e., by facsimile transmission, email, first class mail, etc. Failure to provide a change in address may result in a Participant not receiving relevant Plan information such as Plan documents and Plan Amendments, annual reports of service credits, and annual pension funding notices and other important Plan notices.

#### **19. Venue for Lawsuit**

Any lawsuit filed against the Southern California Lumber Industry Retirement Fund, or its Board of Trustees, must be brought solely and exclusively in the United States District Court for the Central District of California or the United States District Court for the Southern District of California.

## **ARTICLE XII REQUIRED MINIMUM DISTRIBUTIONS**

### **1. Required Distributions prior to January 1, 2001**

Notwithstanding any other provision of the Plan to the contrary, in accordance with Section 401(a)(9) of the Internal Revenue Code (and any related Regulations) benefits shall be paid out under the provisions of the Plan as follows:

- (a) If the distribution of the Employee's entire interest is not made in a lump sum, the distribution will be made:
- (1) Over the life of the Employee; or
  - (2) over the lives of the Employee and designated beneficiary; or
  - (3) over a period certain not extending beyond the life expectancy of the Employee or the life expectancy of the Employee and a designated beneficiary.

(b) If distribution of the Employee's benefits commenced in accordance with Section 401(a)(9) before the Employee's death, the remaining interest will be distributed at least as rapidly as under the method used as of the date of the Employee's death.

(c) If the Employee dies before his benefits commenced in accordance with Section 401(a)(9), the method of distribution must satisfy the following requirements:

- (1) any remaining portion of the Employee's interest that is not payable to a beneficiary designated by the Employee will be distributed within five years after the Employee's death; and any portion of the Employee's interest that is payable to a beneficiary designated by the Employee will be distributed either (i) within five years after the Employee's death, or
- (ii) over the life of the beneficiary or over a period certain not extending beyond the life expectancy of the beneficiary commencing not later than the end of the calendar year following the calendar year in which the Employee dies (or, if the designated beneficiary is the Employee's surviving Spouse, commencing not later than the end of the calendar year following the calendar year in which the Employee would have attained age 70 1/2).

(d) All survivor benefits shall comply with the limits of Internal Revenue Code Section 401(a)(9) and the incidental benefit rule and the regulations prescribed under them including proposed Treas. Reg. Sections 1.401(a)(9)-1 and 1.401(a)(9)-2.

## **2. Required Distributions beginning on or after January 1, 2001**

Notwithstanding any other provision of the Plan to the contrary, with respect to distributions under the Plan made for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code in accordance with the Treasury regulations under Section 401(a)(9) that were proposed on January 17, 2001. This Amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.

## **3. Required Distributions Beginning on or after January 1, 2003**

Notwithstanding any other provision of the Plan to the contrary, with respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code (IRC) in accordance with IRC Section 401(a)(9), and the Final and Temporary Regulations published April 17, 2002 as set forth in IRS Revenue Procedure 2002-29, the Final Regulations published June 28, 2004 as set forth in Internal Revenue Bulletin 2004-26, and any TEFRA Section 242(b)(2) designations made before January 1, 1984.

### **(a) Time of Distribution**

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. Required Beginning Date is defined in the Plan under Article VI, Section 2(d) as no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2.

### **(b) Manner and Form of Distribution**

Distributions under IRC Section 401(a)(9) will begin in a manner and form as follows:

- (1) Death of Participant Before Distributions Begin - If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed to the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Treas. Reg. Section 1.401(a)(9)-4, Q&A 4, no later than December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70- 1/2, if later, if the Participant's surviving spouse is the Participant's Designated Beneficiary.

- (i) If the Participant's surviving spouse is not the Participant's Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in

which the Participant died.

(ii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If Participant's surviving spouse is the Participant's Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving Spouse begin, the Spouse's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Spouse's death.

Distributions are considered to begin on the Participant's Required Beginning Date (or the spouse's required beginning date as noted above). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving Spouse), the date distributions are considered to begin is the date distributions actually commence.

(2) Form of Distribution – Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year, distributions will be made in accordance with subsections (c), (d) and (e). The Participant's interest which is contained in the Individual Account will be distributed in the same manner as a one-time lump sum distribution or a monthly annuity under the Plan.

#### **(c) Determination of Amount to be Distributed Each Year**

Distributions under IRC Section 401(a)(9) will begin in an amount to be distributed each year as follows:

(1) General Annuity Requirements - If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) will be paid at a minimum in uniform periodic payments made at intervals not longer than one year;

(ii) will be made over a life (or lives) described in subsection (d) or (e);

(iii) will be either nonincreasing or increase only in accordance with one or more of the following:

- to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death (but only if the beneficiary whose life was being used to determine the distribution period described in subsection (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of IRC Section 414(p)); or

- to pay increased benefits that result from a Plan amendment; and

- to the extent the increase is a constant percentage applied not less frequently than annually at a rate that is less than 5 percent per year.

(iv) must satisfy the minimum distribution incidental benefit requirements (MDIB) of Treas. Reg. Section 1.401(a)(9)-6, Q&A-2.

(2) Amount Required to be Distributed by Required Beginning Date - The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (b)(1) or (b)(1)(i), (ii) or (iii)), is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. Payment intervals are the periods for which payments are received. (In this Plan there are only two types of payment intervals: a one-time lump sum distribution or a monthly annuity.) All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year

will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Additional Accruals After First Distribution Calendar Year - Subject to the administrative delay provisions of Treas. Reg. Section 1.401(a)(9)-6, Q&A 5, if any additional benefits accrue to the Participant in a calendar year after the first Distribution Calendar Year, these benefits will be distributed no later than the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues. In cases where there has been a suspension of benefits under Article VIII, Section 2, benefits will resume as described in Article VIII, Section 6, paragraph 2 and Treas. Reg. Section 1.401(a)(9)-6, Q&A-9.

**(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime**

If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non spouse beneficiary under Article VI, Section 2(h)(1)(b) of the Plan, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Treas. Reg. Section 1.401(a)(9)-6, Q&A-2. If the Participant is under age 70 at the time of his death, the adjusted Participant/Designated Beneficiary age difference under the table is reduced by the number of years that the Participant is younger than age 70 on the Participant's birthday in the calendar year that contains the Annuity Starting Date.

**(e) Requirements For Minimum Distributions Where Participant Dies Before Distributions Begin**

If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary who survives the Participant, the Participant's entire interest will be distributed, beginning no later than the time of distribution as described in (b)(1) or (b)(1)(i), (ii) or (iii) , over the life of the Designated Beneficiary, not exceeding:

(1) unless the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's Designated Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this part will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to (b)(1) above.

**(f) Additional Definitions**

(1) Designated Beneficiary - The individual who is the designated beneficiary under Article XI, Section 16 of the Plan and the designated beneficiary under IRC Section 401(a)(9) and Treas. Reg. Section 1.401(a)(9)-I, Q&A 4.

(2) Distribution Calendar Year - A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to

section (b).

(3) Life Expectancy - Life Expectancy as computed by the use of the Single Life Table in Treas. Reg. Section 1.401(a)(9)-9.

### **ARTICLE XIII AMENDMENTS AND TERMINATION**

#### **1. Amendments to Plan**

This Plan may be amended at any time by action of the Board of Trustees except that the Trustees shall make no amendment which is in conflict with any applicable law or government regulation.

The power of the Board of Trustees to amend this Plan includes the power to make amendments which are required to protect the tax exempt status of the Plan and the deductibility of participating Employer contributions as business expenses for income tax purposes or to comply with changes in requirements of the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, and any other applicable laws or regulations thereto.

In addition, the Board of Trustees may further amend or cancel any such amendments. Any amendment or cancellation thereof shall be furnished to the Employers, Participating Labor Organizations and Participants.

#### **2. Termination of the Plan**

It is intended that this Plan and the Trust Fund of which it is a part shall remain in effect so long as there are Employers who are obligated under any collective bargaining agreement to make contributions to the Trust Fund. However, the Board of Trustees has the authority to terminate or partially terminate this Plan and the Trust Fund, as it may determine, in accordance with prevailing law and Section 3 below.

#### **3. Allocation of Funds on Termination**

On the termination or partial termination of the Plan, the Board of Trustees shall wind up the affairs of the Trust Fund and the monies shall be allocated by the Board of Trustees on an actuarial basis among Participants, and their beneficiaries, after the payment of expenses, in the manner prescribed by the Employee Retirement Income Security Act of 1974, and any amendments thereto and the Internal Revenue Code. In no event shall any remaining monies or assets be paid to or be recoverable by any Employer or Participating Labor Organization. In the event of termination or partial termination of the Plan, the accrued benefits of the affected Participants will become fully vested to the extent then funded. For the Individual Account Benefit, upon termination, interest credits and actuarial adjustments will be determined in accordance with Internal Revenue Code Section 411 (b) (5) (B) (vi).

#### **Signatures**

##### **Employer Trustees**

##### **Union Trustees**

/s/ Brent Berglund

/s/ Fernando Rojas

/s/ John "Bogie" Nicols

/s/ Oscar Cordova

/s/ Vince Schlachter

/s/ Fred Rojas

/s/ Ernie A. Martinez

**APPENDIX A**  
**Social Security Option Factors**

The monthly benefit payable between Early Retirement Age and Normal Retirement Age (NRA) shall be increased by the amount indicated. Commencing at NRA such increased benefit shall be reduced by \$200 per month. If the value of the reduced benefit at NRA is a small benefit as defined in Article XI, Section 7, such benefit will be paid in a lump sum in accordance with that Section. In no event will any indicated amount be less than that computed using the actuarial equivalent basis defined in the second paragraph of Article II, Section 17.

<b>AGE Months</b>	<b>RETIREMENT</b>				
	<b>Years</b>				
	<b>60</b>	<b>61</b>	<b>62</b>	<b>63</b>	<b>64</b>
0	\$134.19	\$145.28	\$157.58	\$170.74	\$184.82
1	135.08	146.31	158.68	171.91	186.09
2	135.96	147.33	159.77	173.09	187.35
3	136.85	148.36	160.87	174.26	188.62
4	137.73	149.38	161.97	175.43	189.88
5	138.62	150.41	163.06	176.61	191.15
6	139.50	151.43	164.16	177.78	192.41
7	140.46	152.46	165.26	178.95	193.68
8	141.43	153.48	166.35	180.13	194.94
9	142.39	154.51	167.45	181.30	196.21
10	143.35	155.53	168.55	182.47	197.47
11	144.32	156.56	169.64	183.65	198.74

**Social Security Option Factors for Small Benefits**

If the total monthly benefit payable at Early Retirement Age after the adjustment shown above is less than \$200, the benefit payable under this option shall equal the unadjusted early retirement benefit times the adjustment factor shown below. Such adjusted benefit is payable through the month preceding age 65 and no benefits are payable thereafter. In no event will any factor shown below be less than that computed using the actuarial equivalent basis defined in the second paragraph of Article II, Section 17.

<b>AGE Months</b>	<b>RETIREMENT</b>				
	<b>Years</b>				
	<b>60</b>	<b>61</b>	<b>62</b>	<b>63</b>	<b>64</b>
0	3.0391	3.6550	4.7148	6.8353	13.1752
1	3.0805	3.7247	4.8399	7.1208	14.3730
2	3.1231	3.7972	4.9718	7.4313	15.8103
3	3.1669	3.8726	5.1112	7.7700	17.5670
4	3.2119	3.9510	5.2585	8.1411	19.7628
5	3.2582	4.0327	5.4147	8.5494	22.5861
6	3.3059	4.1178	5.5804	9.0009	26.3505
7	3.3593	4.2065	5.7565	9.5027	---
8	3.4145	4.2992	5.9441	10.0637	---
9	3.4716	4.3961	6.1444	10.6952	---
10	3.5307	4.4974	6.3586	11.4112	---
11	3.5917	4.6035	6.5883	12.2299	---

**APPENDIX B**  
**Benefit Improvements**

Action Taken:

April 5, 1990 Board of Trustees meeting.

For active Participants as of May 31, 1989, and to pensioners in pay status as of June 1, 1988:

- 1) active Participants as of May 31, 1989, the amounts accumulated in the Individual Account as of the same date shall be increased by 24%.
- 2) former Participants and surviving spouses of former Participants who were receiving benefits, or on behalf of whomever benefits were paid on June 1, 1988, shall receive an additional check equal to 40% of their monthly pension for May 1989.

Action Taken:

November 2, 1990 Board of Trustees meeting.

For active Participants as of June 1, 1990, and to pensioners in pay status as of December 1, 1990:

- 1) active Participants as of June 1, 1990, will receive an increase of 50% in the amount accumulated in their Individual Account as of the same date.
- 2) former Participants and surviving spouses of former Participants who are receiving benefits, or on behalf of whom benefits are paid on December 1, 1990, shall receive an increase in their monthly benefit of 5% applied retroactively to June 1, 1990.

Action Taken:

August 13, 1992 Board of Trustees meeting.

For active Participants as of January 1, 1992 and to pensioners in pay status as of January 1, 1992:

- 1) active Participants and vested terminated Participants will receive a 7% increase to their total employer contributions as of January 1, 1992.
- 2) active Participants as of January 1, 1992 will receive an increase of 10% in the amount accumulated in their Individual Account as of the same date.
- 3) former Participants and surviving spouses of former Participants who retired on or before January 1, 1992 and are receiving a monthly benefit as of September 1, 1992 shall receive an increase in their monthly benefit of 7% applied retroactive to January 1, 1992.

Action Taken:

August 12, 1993 Board of Trustees meeting.

For active Participants as of January 1, 1993 and to pensioners in pay status as of January 1, 1993:

- 1) active Participants and vested terminated Participants will receive a 4% increase to their total employer contributions as of January 1, 1993.
- 2) active Participants as of January 1, 1993 will receive an increase of 42% in the amount accumulated in their Individual Account as of the same date.
- 3) former Participants and surviving spouses of former Participants who retired on or before January 1, 1993, and are receiving monthly benefits as of September 1, 1993, shall receive an increase in their monthly benefit of 7% applied retroactive to January 1, 1993.

Action Taken:

July 14, 1994 Board of Trustees meeting.

For active Participants as of January 1, 1994 and to pensioners who retired on or before January 1, 1994:

1) active Participants as of January 1, 1994 will receive an increase of 30% in the amount accumulated in their Individual Account as of the same date.

2) former Participants and surviving spouses of former Participants who retired on or before January 1, 1994 and are receiving monthly benefits as of October 1, 1994, shall receive an increase in their monthly benefit of 7.3% effective January 1, 1995.

Action Taken:

August 31, 1995 and October 12, 1995 Board of Trustees meetings.

For active Participants as of January 1, 1995 and to pensioners who retired on or before January 1, 1995:

1) active Participants and vested terminated Participants will receive a 8% increase to their total accrued contributions as of January 1, 1995.

2) active Participants as of January 1, 1995 will receive an increase of 40% in the amount accumulated in their Individual Account as of the same date.

3) former Participants and surviving spouses of former Participants who retired on or before January 1, 1995 and are receiving benefits as of October 1, 1995, shall receive an increase in their monthly benefit of 8% effective December 1, 1995.

Action Taken:

August 15, 1996 Board of Trustees meeting.

For active Participants as of January 1, 1996 and to pensioners who retired on or before January 1, 1996:

1) effective January 1, 1996, the current benefit multiplier is increased from 2.5% to 2.75% of contributions.

2) active Participants as of January 1, 1996 will receive an increase of 62% in the amount accumulated in their Individual Account as of the same date.

3) former Participants and surviving spouses of former Participants who retired on or before January 1, 1996 and are receiving monthly benefits as of October 1, 1996, shall receive an increase in their monthly benefit of 18% effective December 1, 1996.

Action Taken:

August 14, 1997 Board of Trustees meeting.

For active Participants as of January 1, 1997 and to pensioners who retired on or before January 1, 1997:

1) effective January 1, 1997, the past service multiplier is increased from \$5.10 to \$5.50 per year of past service

2) active Participants and vested terminated Participants will receive an 8% increase in their total accrued contributions as of January 1, 1997

3) former Participants and surviving spouses of former Participants who retired on or before January 1, 1997 and are receiving benefits as of October 1, 1997 shall receive an increase in their monthly benefit of 8% effective December 1, 1997

4) active Participants as of January 1, 1997 will receive an increase of 15% in the amount accumulated in their Individual Account as of the same date

Action Taken:

July 30, 1998 Board of Trustees meeting.

For active Participants as of January 1, 1998 and to pensioners who retired on or before January 1, 1998:

1) former Participants and surviving spouses of former Participants who retired on or before January 1, 1998 and are receiving benefits as of October 1, 1998 shall receive an increase in their monthly benefit of 5% effective December 1, 1998

2) active Participants as of January 1, 1998 will receive an increase of 11% in the amount accumulated in their Individual Account as of the same date

Action Taken:

August 11, 1999 Board of Trustees meeting.

For active Participants as of January 1, 1999 and to pensioners who retired on or before January 1, 1999:

1) former Participants and surviving spouses of former Participants who retired on or before January 1, 1999 and are receiving benefits as of October 1, 1999 shall receive an increase in their monthly benefit of 3% effective December 1, 1999

2) active Participants as of January 1, 1999 will receive an increase of 11.5% in the amount accumulated in their Individual Account as of the same date

Action Taken:

August 10, 2000 Board of Trustees meeting.

For active Participants as of January 1, 2000 and to pensioners who retired on or before January 1, 2000:

1) former Participants and surviving spouses of former Participants who retired on or before January 1, 2000 and are receiving benefits as of October 1, 2000 shall receive an increase in their monthly benefit of 12% effective December 1, 2000.

2) active Participants as of January 1, 2000 will receive an increase of 27% in the amount accumulated in their Individual Account as of the same date

Action Taken:

August 9, 2001 Board of Trustees meeting.

Active Participants as of January 1, 2001 will receive an increase of 2.5% in the amount accumulated in their Individual Accounts as of the same date

## **PART VI**

### **INFORMATION ABOUT THE ADMINISTRATION OF THE PLAN**

#### **A. Name of the Plan**

The name of the Plan is the Southern California Lumber Industry Retirement Plan.

#### **B. Administration of the Plan**

The Plan is administered by the Board of Trustees of the Southern California Lumber Industry Retirement Fund. The name, address and telephone number of the Board of Trustees is:

Board of Trustees  
Southern California Lumber Industry Retirement Fund  
c/o Administrative Office  
1200 Wilshire Blvd, 5<sup>th</sup> Floor  
Los Angeles, CA 90017-1906

Telephone (562) 463-5080

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

#### **C. Identification Number**

The taxpayer identification number assigned to the Retirement Fund by the Internal Revenue Service is 95-6035266. The Plan number is 001.

#### **D. Type of Plan**

The Plan is a defined benefit pension plan which provides retirement benefits, certain death benefits, and an Individual Account.

#### **E. Type of Administration**

The Plan is administered by the Board of Trustees with the assistance of Benefit Programs Administration, a contract administrator.

#### **F. Plan Administrator**

See paragraph B.

#### **G. Agent for Service of Process**

The Board of Trustees has appointed its Administrator, Benefit Programs Administration, as its agent for service of process. The address is the same as given in paragraph B above. Each member of the Board of Trustees is also an agent for purposes of accepting service of legal process. The names and addresses of the Trustees are set forth below.

#### **H. Trustees**

The Trustees serving at the time of the printing of this booklet are as follows:

##### **EMPLOYER TRUSTEES**

Mr. Brent K. Berglund (Secretary)  
c/o Administrative Office  
1200 Wilshire Blvd, 5<sup>th</sup> Floor  
Los Angeles, CA 90017-1906

Mr. John "Bogie" Nicols  
Reliable Wholesale Lumber  
7600 Redondo Circle  
Huntington Beach, California 92648

Mr. Vince Schlachter  
249 W. Baywood Ave. #B  
Orange, CA 92865

Mr. Ernie A. Martinez  
c/o Administrative Office  
1200 Wilshire Blvd, 5<sup>th</sup> Floor  
Los Angeles, CA 90017-1906

##### **UNION TRUSTEES**

Mr. Fernando Rojas (Chairman)  
Cabinet Makers, Millmen &  
Industrial Carpenters Local 721  
10015 Rose Hills Road, Suite 100  
Whittier, CA 90601

Mr. Oscar Cordova  
Cabinet Makers, Millmen &  
Industrial Carpenters Local 721  
10015 Rose Hills Road, Suite 100  
Whittier, CA 90601

Mr. Fred Rojas  
Cabinet Makers, Millmen &  
Industrial Carpenters Local 721  
10015 Rose Hills Road, Suite 100  
Whittier, CA 90601

The Trust Agreement provides for up to a maximum of seven (7) Employer Trustees and seven (7) Labor Organization Trustees. Voting is on a unit basis with each group of Trustees having one vote.

#### **I. Southern California Lumber Industry Retirement Fund**

The Southern California Lumber Industry Retirement Fund consists of a jointly negotiated trust fund established by Cabinet Makers, Millmen and Industrial Carpenters Local 721 and employers. Other employers and local unions, if any, in the Southern California Lumber Industry may participate for their employees by signing a collective bargaining agreement to participate in the Fund.

#### **J. Collective Bargaining Agreements**

The Plan is funded entirely from employer contributions. Employers make contributions for bargaining unit employees as required by the terms of various collective bargaining agreements. Copies of such agreements may be obtained by Participants and beneficiaries upon written request to the Trustees. Further, such agreements are available for examination by Participants and beneficiaries at the Administrative Office, or the local union office upon 10 days advance written request. The Trustees may impose a reasonable charge to cover the cost of furnishing the agreements. Participants and beneficiaries may wish to inquire as to the amount of the charge before requesting copies. All contributions are paid to the Southern California Lumber Industry Retirement Fund.

#### **K. Participation, Eligibility and Benefits**

The Plan's Normal Retirement Age is 65. For a summary of the Plan provisions concerning participation, eligibility and benefits, see Part I of this booklet. Participants may obtain a free copy of the Plan's Qualified Domestic Relations Order ("QDRO") procedures by contacting the Administrative Office.

#### **L. Joint and Survivor Benefits**

This Plan provides a Joint and Survivor benefit to a Participant who is married at the time he retires, unless the Participant and Spouse elect to reject such benefit. Where a Joint and Survivor benefit is payable, the retired Participant receives a reduced monthly benefit for his lifetime and, upon his death, his surviving Spouse will receive a monthly benefit equal to 75% or 50% of the retired Participant's benefit for her lifetime, as applicable. The details concerning this benefit are set forth on page 24 of this booklet. A Participant who is unmarried at the time of his retirement may also choose this benefit option. The details are set forth on pages 24 to 25 of this booklet.

#### **M. Pre-Retirement Death Benefit**

The Plan provides certain death benefits or surviving spouse benefits for a Participant who dies prior to retirement. The details concerning these benefits are set forth on page 26 of this booklet.

#### **N. Circumstances Which May Result in Disqualification, Ineligibility, Denial, Loss, Forfeiture, or Suspension of Benefits**

There are some circumstances under which a Participant can lose pension credits or benefits. A summary of these circumstances is included in Part I of this booklet.

The Plan may be amended or terminated at any time in accordance with Part V, Article XIII, Sections 1-3 of this booklet. On the termination or partial termination of the Plan, the Board of Trustees shall wind up the affairs of the Trust Fund and the monies shall be allocated by the Board of Trustees on an actuarial basis among Participants, and their beneficiaries, after the payment of expenses, in the manner

prescribed by the Employee Retirement Income Security Act of 1974, and any amendments thereto and the Internal Revenue Code. In no event shall any remaining monies or assets be paid to or be recoverable by any employer or participating labor organization, nor shall any of the same be used for or diverted to purposes other than for the exclusive benefit of employees and their beneficiaries. In the event of termination or partial termination of the Plan, the accrued benefits of the affected Participants will become fully vested to the extent then funded.

#### **O. Statement Regarding Termination Insurance**

The benefits provided by this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal 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 \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 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 \$5,850.

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) the pre-retirement survivor annuity.

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 earliest of (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non pension benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). 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>.

#### **P. Description of Plan Provisions Concerning Years of Service**

This Plan requires the accumulation of a certain number of years of Credited Service for purposes of determining eligibility for vesting and for the receipt of benefits. Credited Service consists of Past Service Credit (which is employment prior to an Employer's entry date or December 31, 1962 whichever is applicable) and Current Service Credit (which is employment after an employee's Plan Date for which an Employer makes or is required to make contributions to the Plan).

A year of Past Service Credit is given for each calendar year in which a Participant was continuously employed in the Southern California Lumber Industry. No credit is given for partial years of employment. See the Past Service Credit rules set forth on pages 17 to 18 of this booklet.

A year of Current Service Credit is given for each calendar year in which a Participant has worked 1000 hours or more for a contributing employer(s) to the Plan. See the Current Service Credit rules set forth on pages 18-20 of this booklet.

#### **Q. Years of Service and Vesting**

Generally, the Plan provides for vesting based on three years of Credited Service. See the vesting rules set forth on page 21 of this booklet.

## **R. Compliance with ERISA**

The Trustees believe that the amended Plan fully complies with the Employee Retirement Income Security Act of 1974 and amendments thereto. Any omissions or oversights will be resolved in accordance with the applicable statutes and regulations.

## **S. Source of Contributions**

All contributions are made by the participating employers. Employee contributions are not allowed. Your employer is contributing to the Fund for the Retirement Plan for each Participant working or paid for sixty-four (64), seventy (70), eighty (80) or one hundred (100) or more hours per month or according to such other formula if provided in the applicable collective bargaining agreement and approved by the Trustees in advance of the effective date of the collective bargaining agreement. Hours worked include straight time and overtime hours. Hours paid for generally include vacation, holiday and sick leave whether specifically included in the collective bargaining agreement or not. Overtime hours are always included.

A complete list of participating employers may be obtained by Participants and beneficiaries upon written request and is available upon 10 days written request for examination at the Administrative Office. The Trustees may impose a reasonable charge for providing the list of participating employers.

## **T. Entities Used for Accumulation of Assets and Payment of Benefits and Identity of Fund Advisors**

Wells Fargo has been selected as custodian of the assets of the Fund. Investments are managed by several investment management firms. At the time of the printing of this Booklet, the investment management firms are: Pacific Investment Management Co., American Funds, Schroders/STW, Invesco, Wells Capital Management, BlackRock, Wedge Capital Management, Barrow, Hanley, Loomis Sayles, White Oak Global Advisors, and American Core Realty.

The Fund actuary is the firm of Venuti & Associates. The accountant is the firm of Miller, Kaplan, Arase & Co. The attorney for the Fund is Kraw Law Group, APC. The Fund's investment counsel is Alan D. Biller & Associates.

## **U. Plan Year**

The records of the Plan are maintained on a calendar year basis. The end of the Plan year is December 31st.

## **V. Procedures Governing Claims for Benefits**

The procedures for presenting applications and for obtaining review of denied applications are set forth in this booklet under Part V, Article X.

## **W. Statement of ERISA Rights**

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

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration, or the U.S. Department of Labor Website [www.dol.gov/ebsa/5500](http://www.dol.gov/ebsa/5500).

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

Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each Participant with a copy of an annual pension funding notice.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you 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.

### **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 the plan document 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you have the right to a hearing by written submission to the Board of Trustees (or a committee thereof) where you may present your position and any supporting evidence. You have the right to be represented by an attorney or any other representative of your choosing. If you are dissatisfied with the Trustees’ determination, you have the right to request mandatory final and binding arbitration in accordance with the employee benefit claim rules of the American Arbitration Association. 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 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 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration [www.dol.gov](http://www.dol.gov).

Part I, II, III, IV and VI of this booklet constitutes a Summary Plan Description required by federal law. Of necessity, many of the substantive Plan provisions mentioned in the Summary Plan Description have been set forth in summary or capsulized form. For a complete and detailed description, please refer to the full text of the Plan on pages 15 to 46.

All questions with respect to Plan participation, eligibility for benefits, or the nature and amount of benefits, or with respect to any matter of Trust Fund Plan administration, should be referred to the Trust Fund Administrative Office. No representations made to a Participant concerning eligibility, entitlement to benefits or amount and type of benefits

payable are binding on the Trust Fund unless the representation(s) is in writing and made by the Board of Trustees or the Administrative Office.

Southern California Lumber Industry Retirement Fund  
1200 Wilshire Blvd, 5<sup>th</sup> Floor  
Los Angeles, California 90017-1906

The only party authorized by the Board of Trustees to answer questions concerning the Trust Fund and Plan is the Administrator. No participating employer, employer association, or labor organization, nor any individual employed thereby, has any authority in this regard.