

**THE USW INDUSTRY 401(k) PLAN  
SUMMARY PLAN DESCRIPTION**

**APRIL 2020**



**CONTENTS**

**IMPORTANT NOTICE ..... 5**

**FREQUENTLY ASKED QUESTIONS ..... 5**

**If I decide not to contribute now, can I change my mind and contribute later? ..... 6**

**If I do contribute now, can I stop or change the amount I contribute?..... 6**

**What happens to my contributions? ..... 6**

**Can I change where my money is invested? ..... 6**

**How do I know how much money I have in my Account? ..... 6**

**How do I set up online access to my Account? ..... 6**

**Is all the money in my Account mine? ..... 6**

**When can I get my money?..... 6**

**JOINING THE PLAN..... 7**

**Am I eligible to join the Plan? ..... 7**

**When can I join the Plan? ..... 7**

**CONTRIBUTIONS TO THE PLAN ..... 7**

**Will my employer make contributions to the Plan on my behalf? ..... 7**

**Can I make my own contributions to the Plan? ..... 7**

**Pre-tax contributions..... 8**

**After-tax (Roth) contributions ..... 8**

**After-tax (Non-Roth) contributions ..... 8**

How do I make contributions? .....	8
What is automatic enrollment?.....	9
How do I change my contributions? .....	9
Are there limits on contributions?.....	9
Can I roll over contributions from another plan or an IRA? .....	9
<b>YOUR ACCOUNT IN THE PLAN .....</b>	<b>10</b>
How does the Plan keep track of contributions made on my behalf? .....	10
Is all of the money in my Account mine? .....	10
How do I get information about my Account?.....	10
Are there administrative fees deducted from my Account?.....	11
<b>INVESTMENTS .....</b>	<b>11</b>
How is my money in the Plan invested? .....	11
How can I change my investments? .....	12
What if I don't make investment choices? .....	12
<b>PAYMENT OF YOUR ACCOUNT .....</b>	<b>12</b>
When can I get the money in my Account?.....	12
Can I get the money in my Account when I am still working? .....	13
How do I get my money?.....	14
Are payments from my Account taxed?.....	14
How will my Account be paid? .....	14
How long can I leave money in the Plan?.....	15

What if I die before getting my money from the Plan?.....	15
<b>APPEALS</b> .....	16
What if my request for a benefit from the Plan is denied?.....	16
<b>OTHER IMPORTANT INFORMATION ABOUT THE PLAN</b> .....	17
Who manages the Plan?.....	17
Can I assign my benefit payments? .....	17
What happens to my benefits if I divorce?.....	18
Are my rights to contributions protected while I am on active duty?.....	18
What happens if the Plan terminates? .....	18
What happens if the Plan can't find me?.....	18
What other rights do I have with respect to the Plan? .....	18
<b>CONTACT INFORMATION</b> .....	20
<b>PLAN FACTS</b> .....	21
Collective Bargaining .....	22
Funding Medium.....	22

## IMPORTANT NOTICE

The USW 401(k) Fund (the **Fund**) provides you with the opportunity to enjoy tax-favored savings by contributing a portion of your pay to your own account in the Fund to help you save for retirement, and to make investment choices for your contributions and any contributions by your employer.

The Fund's Board of Trustees (the **Board**), which manages the Plan, is pleased to present you with this summary of the rules and regulations of the governing plan document, USW Industry 401(k) Plan (**Plan**) in effect as of April 1, 2020. Please save this summary (also known as a summary plan description, or **SPD**) and keep it in a safe place. When a capitalized term is used for the first time in this SPD, that term is shown in bold letters.

This SPD is only a brief summary of the most important Plan provisions. Your rights to benefits are governed by the Plan's official rules and regulations, as interpreted by official action of the Board. Nothing in this summary will modify or change the Plan's official rules and regulations. If there is any conflict between the Plan and this booklet, the Plan will control. The Plan is available from the Fund Office at the address on page 20. The Board reserves the right to amend, modify or discontinue all or part of the Plan whenever, in its judgment, conditions so warrant.

## FREQUENTLY ASKED QUESTIONS

### **What is the Plan?**

The Plan is a defined contribution plan designed to give you an opportunity to save and invest for retirement.

### **Who contributes to the Plan and when?**

You and/or your employer contribute to the Plan in accordance with the applicable collective bargaining and/or participation agreement.

### **How much does my employer contribute, if any?**

Your employer contributes the amount, if any, set forth in your collective bargaining or participation agreement.

### **How do I make contributions?**

In order to make contributions to the Plan, you must complete an election form. You can get this form from your employer or by calling the Fund Office at 1-877-344-4015. After you complete this form, you must give it to your employer.

### **How much can I contribute?**

You can contribute up to the Internal Revenue Service (**IRS**) limit. For 2020, the limit is \$19,500. In addition, you can make extra contributions (**catch-up contributions**) beginning in the year you turn age 50, up to the IRS limit (\$6,500 in 2020). You can also make additional

after-tax contributions if permitted by the applicable collective bargaining agreement and/or participation agreement.

**If I decide not to contribute now, can I change my mind and contribute later?**

Yes. Once you are eligible, you can begin to save as of the beginning of any payroll period.

**If I do contribute now, can I stop or change the amount I contribute?**

You can stop contributing or change the amount you are contributing at any time.

**What happens to my contributions?**

Your contributions (including any employer contributions made on your behalf) are allocated to an individual account (**Account**) in your name held by MassMutual Retirement Services (**MassMutual**), the Plan's recordkeeper and custodian, and are invested in the investment fund or funds that you choose from among these available. If you do not make an investment choice, your contributions are invested in an age-appropriate Vanguard target-date fund.

**Can I change where my money is invested?**

You can change where your existing savings, and/or your future contributions, are invested at any time. To make a change, log in to your Account at [www.massmutual.com/USWIndustry401k](http://www.massmutual.com/USWIndustry401k), or call the toll-free MassMutual Participant Information Center at 1-800-743-5274.

**How do I know how much money I have in my Account?**

You can log in to your Account at any time. In addition, MassMutual sends you a statement shortly after each calendar quarter which shows the amount of money you have invested and where it is invested. This statement is also available online at [www.massmutual.com/USWIndustry401k](http://www.massmutual.com/USWIndustry401k).

**How do I set up online access to my Account?**

To set up online access to your Account, go to [www.massmutual.com/uswindustry401k](http://www.massmutual.com/uswindustry401k) and click "Register for Online Access." Follow the online prompts. You may also use the MassMutual RetireSmart mobile app to access information on your smart device.

**Is all the money in my Account mine?**

Yes, 100% of the money you contribute, the money your employer contributes, and all related earnings, belong to you.

**When can I get my money?**

You can take your money out of the Plan once you reach age 59-1/2 or stop working, if earlier. Even if you are still working and not yet age 59-1/2, you can take your money out if you have a financial hardship, or you can take a loan from your Account in the Plan. You can take certain after-tax contributions out of the Plan at any time.

## **JOINING THE PLAN**

### **Am I eligible to join the Plan?**

You are eligible to become a participant in the Plan if you are an employee covered by a collective bargaining agreement between your employer and the USW International Union or one of its local unions (or other union) that permits you to make contributions to the Plan or requires your employer to make employer contributions to the Plan on your behalf, or both. If you are not an employee covered by a collective bargaining agreement, you are also eligible to become a participant in the Plan if your employer has entered into a written participation agreement with the Fund's Board of Trustees that provides for employee contributions, employer contribution or both.

### **When can I join the Plan?**

If you are eligible, you will become a Plan participant on the following date:

- For employee contributions, as soon as your properly completed enrollment form is received by the Fund Office (or when you are automatically enrolled as described on page 9). Contact your employer for an enrollment form.
- For employer contributions, as soon as contributions are received by the Plan on your behalf in accordance with your collective bargaining agreement or participation agreement.

There may be a waiting period before you can make contributions, or before your employer is required to make contributions on your behalf, if provided in the collective bargaining agreement and/or participation agreement. Contact the Fund Office for details.

## **CONTRIBUTIONS TO THE PLAN**

### **Will my employer make contributions to the Plan on my behalf?**

Your employer may be required to make contributions to the Plan on your behalf under the provisions of the applicable collective bargaining agreement and/or participation agreement. These employer contributions may include contributions based on a percentage of your pay, a fixed dollar amount, and/or a matching contribution equal to a specified portion of your pre-tax employee contributions.

### **Can I make my own contributions to the Plan?**

You may make employee contributions to the Plan if provided in your collective bargaining agreement or participation agreement.

There are three types of employee contributions:

### **Pre-tax contributions**

Your wages that you decide to put into the Plan as pre-tax contributions are not taxed until you take the money out of the Plan. Saving money before it is taxed gives your income a hidden boost, because the amount you save each year lowers your current taxable income and the income taxes you pay now. You will not owe federal, state or local income taxes on your pre-tax contributions and earnings on those contributions until you take the money out of the Plan.

If your employer is required to make matching contributions to the Plan, you must make pre-tax contributions to get the benefit of those matching contributions.

### **After-tax (Roth) contributions**

You may make Roth contributions to the Plan out of your after-tax wages if permitted under the applicable collective bargaining agreement and/or participation agreement. Roth contributions are treated as pre-tax contributions for purposes of the contribution limit (see page 9) and the distribution rules (see page 12). Neither Roth contributions nor earnings thereon are taxed when you take them out of the Plan (unless you take a hardship distribution).

### **After-tax (Non-Roth) contributions**

You may make contributions that are not Roth contributions to the Plan out of your after-tax wages if permitted under the applicable collective bargaining agreement and/or participation agreement. After-tax contributions that are not Roth contributions differ from Roth contributions in two ways: they are not subject to the contribution limit (see page 12); you may take them (and earnings thereon) out of the Plan at any time; and earnings on them will be taxed.

### **How do I make contributions?**

You make contributions by completing an election form, which you can get from your employer, choosing your contributions as a percentage of your **Earnings** (as described below) and returning the form to your employer. (Special rules apply if automatic enrollment is in place: see the following section.)

Earnings means all money you are paid by your employer for your services, including any overtime pay, sick pay, vacation pay, or disability pay and any other form of additional compensation paid to you in cash, plus any contributions to a cafeteria plan, governmental deferred compensation plan or qualified mass transportation plan, as well as your pre-tax contributions to the Plan. Earnings include bonuses, shift differential payments, and payments of accrued, unused leave such as vacation and sick leave if paid within 2½ months after termination of employment or by the end of the year that includes the date you terminate employment, if later. Earnings also include certain military continuation payments and disability continuation payments.



## **What is automatic enrollment?**

Some employers have agreed to automatic enrollment, in which a specified percentage of your Earnings are automatically taken out of your paycheck and contributed to your Account unless you complete an election form before a specified date. Contributions will continue to be made in the specified percentage until you change your contribution level by turning in a new election form. If automatic enrollment applies to you, you will receive an automatic enrollment notice from your employer when you are hired and annually thereafter.

## **How do I change my contributions?**

You can stop making contributions or change your contributions at any time by turning in a new election form to your employer. Please contact your employer for more information.

## **Are there limits on contributions?**

Your pre-tax contributions to the Plan are limited to 100% of your Earnings for any year. In addition, your pre-tax and Roth contributions to the Plan (and to any other similar plan) are limited by law to a specified annual dollar amount. Any amount that you contribute in excess of this limit will be returned to you and treated as taxable income. The dollar limit for 2020 is \$19,500. In addition, you can make “catch-up contributions” in the year that you reach age 50. The annual catch-up contribution limit for 2020 is \$6,500.

The law restricts the amount of pre-tax contributions that highly paid employees can make to the Plan and provides other limits on the total amount of annual contributions and/or benefits. These rules generally have an effect only on highly compensated employees as defined in the Internal Revenue Code (for 2020, a highly compensated employee is generally someone who earned more than \$125,000 in 2019). Please contact the Fund Office for more information. The Plan will notify you if your contributions or benefits will be affected by these rules.

## **Can I roll over contributions from another plan or an IRA?**

If you have an account from a prior employer’s qualified retirement, 403(b) or governmental 457(b) plan or a traditional, rollover/conduit, SEP or Simple IRA, you may “roll over” your distribution into your Account. Taxes on the money you roll over are postponed until the rollover is paid to you from the Plan. All rollovers to the Plan must be completed within 60 calendar days after you receive your check from your previous employer’s plan except for direct rollovers (that is, a distribution that goes directly from your prior employer’s plan or your IRA to this Plan). In addition, if your spouse dies or you become divorced or legally separated and, as a result, you receive a distribution from your spouse’s retirement plan, you may be able to roll over that money into this Plan. These rollovers can be made before you are otherwise eligible to participate in this Plan.

Rollover contributions must meet federal rules. Contact the MassMutual Participant Information Center at 1-800-743-5274 for more information.

## YOUR ACCOUNT IN THE PLAN

### How does the Plan keep track of contributions made on my behalf?

Once you become a Plan participant, the Plan sets up an Account for you to keep track of all your Plan money. Account values are determined each day the New York Stock Exchange is open for business. The value of your Account will reflect all of the following:

- Your pre-tax, Roth and after-tax (non-Roth) contributions (including any catch-up contributions);
- Employer contributions;
- Rollover contributions;
- Investment gains or losses of the fund or funds in which you have invested;
- Administrative fees (shown on your quarterly statement); and
- Any amounts distributed from your Account.

### Is all of the money in my Account mine?

Yes, 100% of the money you contribute, as well as the money your employer contributes, and all related earnings, belongs to you. You are 100% vested at all times. This means that you own your Account and always have a right to the full value of your Account when you become entitled to a Plan benefit.

### How do I get information about my Account?

MassMutual provides recordkeeping and custodian services to the Plan. You will receive a quarterly statement from MassMutual by mail, unless you opt for E-delivery. You may also get Account information by going to [www.massmutual.com/USWindustry401k](http://www.massmutual.com/USWindustry401k), or call the toll-free MassMutual Participant Information Center at 1-800-743-5274 to obtain the following information regarding your Account:

- up-to-date Account balance
- recent Account activity
- investment fund price and performance
- loan application
- withdrawal application
- fund transfers
- distributions

You should also contact MassMutual if you wish to transfer money in your Account among the available investment options or if you would like to request a distribution from the Plan. The toll-free automated service is available 24 hours a day, every day. Service representatives are also available to answer your questions every business day from 8:00 a.m. to 8:00 p.m. Eastern time.

To access information or process transactions via the Web site or the toll-free service, you'll need your Personal Identification Number (PIN). If you don't have a PIN, call the toll-free number to request one. Keep your PIN in a safe place - you'll need it if you want to access information about your Account or request transactions.

Language Line Services are available to provide you with the ability to communicate with MassMutual representatives in over 140 languages. That toll free number is 1-800-705-4373.

You may also contact the Fund Office toll-free at 1-877-344-4015.

### **Are there administrative fees deducted from my Account?**

An administrative fee will be deducted from your Account on a quarterly basis to pay for the costs of administering the Plan, unless your employer has agreed in the applicable collective bargaining agreement and/or participation agreement to pay all or a portion of the administrative fee on your behalf. Additional fees will apply for the processing and review of a Qualified Domestic Relations Order (see page 18xx), for loan processing and maintenance (see page 13), and for the purchase of an annuity (see page 14).

## **INVESTMENTS**

### **How is my money in the Plan invested?**

You may choose how you wish your Account to be invested among the available investment options by completing an investment election form. Descriptions of all available investment alternatives are explained in the enrollment kit you receive from your employer when you are first eligible to participate. You can also obtain information on the investment options by logging onto [www.massmutual.com/USWIndustry401k](http://www.massmutual.com/USWIndustry401k), or calling the toll-free MassMutual Participant Information Center at 1-800-743-5274. Once you are enrolled, you can make your investment selections by logging in to your Account.

You can allocate your Plan money (in whole percentages) any way you like among the available investment funds. Your investment elections will apply to your entire Account; that is, you are choosing an investment mix for your employee and employer contributions as well as any rollover contributions you may have. Your investment elections will remain in effect until you change them.

The Plan is designed to meet the requirements of a participant directed individual account plan under section 404(c) of ERISA and the U.S. Department of Labor regulations thereunder. This means that you are responsible for making investment decisions for your Account, and the Board is not responsible for your investment results or the investment performance of your Account. In addition, the Board is not liable for any loss that is the direct and necessary result of investing any part of your or your beneficiary's Account in the qualified default investment account described on page 12. The fact that a particular investment alternative is available to you for investment under the Plan is not a recommendation that you should invest in that investment alternative.

## **How can I change my investments?**

You can move money you have already invested from one investment fund to another. This is known as “reallocating” your Account. You can reallocate whenever you like in whole percentages. You can also change the way that new contributions are invested at any time.

These changes must be made through MassMutual either by logging in to your Account at [www.massmutual.com/USWIndustry401k](http://www.massmutual.com/USWIndustry401k), or calling the toll-free MassMutual Participant Information Center at 1-800-743-5274. Your change generally will take effect at the closing price on the same day if you complete the changes by 4:00 PM Eastern on a business day (a day that the New York Stock Exchange is open). Otherwise, your change will be effective at the closing price on the next business day. MassMutual will send you a confirmation if you make any changes to your investment choices.

Please be aware that your ability to make transfers may be limited if appropriate to prevent or discourage frequent trading activity that could be harmful to investment performance.

## **What if I don't make investment choices?**

If you do not make your own investment choices, your Account balance is automatically invested in an investment fund selected by the Board known as the qualified default investment account (**QDIA**). The QDIA applies generally accepted investment theories, is diversified so as to minimize the risk of large losses and is designed to provide long-term appreciation and capital preservation through a mix of equity and fixed income exposures consistent with a target level of risk appropriate for participants of the Plan as a whole. It may not make as much money as more aggressively invested funds when the market is rising, but it also may not lose as much money as riskier funds when the market is falling. There is no guarantee of investment performance. The current QDIA is the age-appropriate Vanguard target-date fund.

## **PAYMENT OF YOUR ACCOUNT**

### **When can I get the money in my Account?**

You can get your money in your Account:

- once you stop working for your employer (and any other employers that contribute to the Plan, or contributed to the Plan in the past) or become totally and permanently disabled; or
- if you are still working for your employer, in the circumstances described in the section below.

These restrictions do not apply to after-tax (non-Roth) contributions (and earnings thereon), which you may take out of your Account at any time.

Payments from your Account will generally be subject to tax (special rules apply to Roth contributions and other after-tax contributions). See page 14 below for more information.

### **Can I get the money in my Account when I am still working?**

You can get the money in your Account when you are still working in the following circumstances:

- Once you reach age 59-1/2.
- If you have a financial hardship resulting from a financial need listed below. Contact MassMutual for more information or for an application for a hardship withdrawal. You may only take the amount necessary to satisfy any of the following financial needs:
  - costs directly related to the purchase (excluding mortgage payments) of your principal residence;
  - the payment of tuition and related educational fees, and room and board expenses, for the next twelve months of post-secondary education for you, your spouse, your children or other dependents, or your designated primary beneficiary;
  - the payment of expenses to prevent your eviction from your principal residence or foreclosure of a mortgage secured by your principal residence;
  - the payment of expenses incurred for certain medical care expenses for you, our spouse, your children or other dependents or your designated primary;
  - the payment of burial or funeral expenses incurred as the result of the death of your parent, spouse, children or other dependents, or your designated primary beneficiary;
  - expenses for the repair of damage to your principal residence that would otherwise qualify for the casualty loss deduction under the Internal Revenue Code; or
  - expenses on account of certain federally declared disasters if you live or work in the disaster area.
- If you take a loan from your Account. Contact MassMutual for more information or for a loan application. You may also initiate a loan through your online Account.
  - There is a one-time loan processing fee and an annual loan maintenance fee. The current loan processing fee is \$75.00 and the annual loan maintenance fee is \$40.00 per loan.
  - Your loan must be for a minimum amount of \$500.00 and cannot exceed the lesser of half of your Account or \$50,000.00 (reduced if you have other outstanding loans).
  - Unless otherwise provided in the collective bargaining agreement or participation agreement, only two loans can be outstanding at any one time and the second loan will not be issued if your first loan was issued within the 12 months prior to the date you apply for your second loan or has been declared in default.
  - In most circumstances, you must repay the loan within five years.
  - If you default on the repayment of a loan, the outstanding loan amount will be subtracted from your Account when you receive a distribution, and will be treated as taxable income to you in the calendar year of the default.

## How do I get my money?

Contact MassMutual for an application to get money out of your Account. Your completed application should be returned to MassMutual. Your application will generally be processed within 30 days of its receipt (if you have requested distribution of your entire account retirement or other termination of employment, there may be a delay until the Fund has received final contributions from your employer).

## Are payments from my Account taxed?

Payments from your Account are subject to federal (and state) income taxes. In addition, if you are not yet 59½ years old when you withdraw money from the Plan, you may be subject to an additional tax penalty of 10%. You may continue to defer tax on your distribution by rolling it over into your individual retirement account (**IRA**) or another employer plan.

Special rules apply to the distribution of after-tax contributions:

- Roth contributions and earnings on Roth contributions are not taxed when you take them out of the Plan (but earnings may be taxed if you take a hardship withdrawal).
- After-tax non-Roth contributions are not taxed (but earnings are taxed) when you take them out of the Plan.

When you apply for a distribution, MassMutual will provide you with a more detailed explanation of your options.

***The tax rules are very complex: you cannot rely on this SPD for tax advice and should talk to a tax advisor before withdrawing money from your Account.***

## How will my Account be paid?

Your Account will be paid in a single lump sum or, if your Account balance is more than \$5,000.00 when you terminate employment, you may instead elect to receive payment of your Account in installment payments or as an annuity (unless the special rule below applies).

- *Installment Payments.* You may choose for your Account to be paid in a series of monthly, quarterly, semiannual or annual installments over a period chosen by you.
- *Annuity.* You may have the money in your Account used to purchase an annuity that provides you with monthly payments for a specified period, for your lifetime (with or without a payment guarantee), or for your lifetime with payments continuing to your designated beneficiary for his or her lifetime in a specified percentage of the payments to you. There is a fee for the purchase of an annuity. The current fee is \$175.00.

**Special Rule for Certain Participants:** If you were employed by any of the following employers as of the date below, and your Account balance is more than \$5,000 when you terminate employment, and you are married on your payment date, the money in

your Account will be used to purchase an annuity that provides monthly payments for your lifetime, with continuing payments to your surviving spouse for his or her lifetime in the amount of 50% of your monthly payments, unless your spouse consents to another form of distribution in writing using a form provided by the Plan.

Diamond Brands, Inc. (1/1/2000)	Menasha (1/1/09)	Uniroyal Engineered Products (1/1/2000)
Ft. Orange Paper Co – Local 420 (1/1/2000)	Miami Valley Paper (1/1/2000)	UPIU Local 307 (1/1/2000)
Germyn Carpet Cleaning & Maintenance (1/1/2000)	Mid Cities Paper Box Company (1/1/2000)	UPIU Local 318 (1/1/2000)
I K O Chicago, Inc. (1/1/2000)	Swanson Industries, Inc. (1/1/2001)	Victory Specialty Packaging, Inc. (1/1/2000)
JII/Sales Promotion Associates (10/01/02)	Timberline Packaging, Inc. (1/1/2000)	Ware Industries (4/30/14)
Loroco Products Company (1/1/2000)		White Pigeon (1/1/2000)

### How long can I leave money in the Plan?

If your Account balance is more than \$1,000.00, you may delay the receipt of your Account until the April 1<sup>st</sup> following the calendar year in which you reach age 72 (or 70½ if you reached age 70-1/2 before 2020) (or, if later, the year you stop working for your employer (your **Required Beginning Date**). If you do not elect to take your money before your Required Beginning Date, you will be considered to have elected to delay the receipt of your Account until then. If you have not elected to take your money by then, the Plan will begin paying you the minimum amount required by law (or in some cases will purchase an annuity for you if the special rule in the section above applies to you).

If you stop working for your employer (or you die) and you have \$1,000.00 or less in your Account, your Account will be paid in full as soon as practicable.

### What if I die before getting my money from the Plan?

If you die while there is money in your Account, the remaining amount will be paid to your designated beneficiary. Under federal law, your beneficiary is automatically your spouse if you are married on the day you die. You may designate someone other than your spouse as your beneficiary only if your spouse consents using a form provided by the Plan, and you may not make additional changes to your beneficiary without your spouse's consent.

If you die without leaving a surviving designated beneficiary, your Account will be paid to the first survivor in the following successive classes: spouse, children in equal shares, parents in equal shares, brothers and sisters in equal shares and then to your estate.

Contact MassMutual for a beneficiary form.

## **APPEALS**

### **What if my request for a benefit from the Plan is denied?**

If your claim for Plan benefits is denied, you will receive a written notice of the denial within 90 days. Special circumstances may require up to an additional 90 days, in which case you will be notified of the delay and what the expected date of a decision.

The notice will describe the specific reason or reasons for the denial; the Plan provisions on which the denial is based, any additional information or material that you might need to provide to support your application and the Plan's review procedures.

You may file a written appeal with the Board of Trustees within 60 days of the date of the denial notice asking that the Board review the denial. You may also submit a written explanation of the issues, examine any pertinent documents, and have anyone else you wish help you. If you do not file your written appeal within 60 days of the date of the denial notice, you will be considered to have waived your right to a review of the denial.

You must file a request for review and follow the process completely before you can bring an action in court. Failure to do so may prevent you from having any legal remedy.

Send your request for review to the Board of Trustees, The USW Industry 401(k) Plan, 1101 Kermit Drive, Ste 800, Nashville, TN 37217. The Board of Trustees will conduct its review at their next regularly scheduled meeting (or the meeting thereafter if your request is submitted less than 30 days before the first such meeting). If a further postponement is required, you will receive a notice describing the reasons for the delay and the expected date of the decision.

A written notice of the decision regarding your appeal will be mailed to you within five days of the decision. This notice will give the reasons for the decision as well as references to the relevant provisions of the Plan document or rule on which the decision is based.

All decisions on appeal will be final and binding on all parties, subject only to your right to bring a civil action under Section 502(a) of ERISA after you have exhausted the Plan's appeal procedures. If you have any questions about the appeals process, please contact the Fund Office in writing at the address on page 20.

No individual may file a lawsuit until these procedures have been exhausted. If you wish to file suit for a denial of a claim of benefits, you must do so within two (2) years of the date the Trustees denied your appeal. For all other actions, you must file suit within two (2) years of the



date on which the violation of Plan terms is alleged to have occurred. These rules apply to you, your spouse, dependent, beneficiary, or alternate payee. This section applies to all litigation against the Fund, including litigation in which the Fund is named as a third party defendant.

## **OTHER IMPORTANT INFORMATION ABOUT THE PLAN**

### **Who manages the Plan?**

The Plan is administered by the Board. The Board (and/or its duly authorized designee(s)) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the Plan, including this SPD, the Trust Agreement, and any other Plan documents, and to decide all matters arising in connection with the operation or administration of the Plan or Trust established under the Plan. Without limiting the generality of the foregoing, the Board and/or its duly authorized designees, including the Appeals Committee with regard to benefit claim appeals, shall have the sole and absolute discretionary authority to:

- take all actions and make all decisions with respect to the eligibility for, and the amount of benefits payable, under the Plan,
- formulate, interpret, and apply rules, regulations, and policies necessary to administer the Plan in accordance with the terms of the Plan,
- decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan
- resolve and/or clarify any ambiguities, inconsistencies, and omissions arising under the Plan, including this SPD, the Trust Agreement, or other Plan documents,
- process and approve or deny benefit claims and rule on any benefit exclusions, and recover all benefit overpayments, plus interest and costs, from you or your beneficiary, including a reduction in future benefits payable.

All determinations and interpretations made by the Board and/or its duly authorized designees are final and binding upon all participants, beneficiaries, and any other individuals claiming benefits under the Plan.

The Board has delegated certain administrative and operational functions to the Fund Office and to the Appeals Committee. Most of your day-to-day questions about your benefits can be answered by the Fund Office.

### **Can I assign my benefit payments?**

Neither you nor any beneficiary can assign any of the benefits that you are entitled to receive from the Plan. The Plan will, however, comply with a federal tax lien or a qualified domestic relations order as described in the next section.

### **What happens to my benefits if I divorce?**

The Plan is required by law to follow the terms of a domestic relations order that is considered “qualified” under federal law. A qualified domestic relations order (**QDRO**) is a court order or judgment that directs a plan to pay benefits to your spouse, former spouse, child, or other dependent in connection with child support, alimony, or marital property rights. In addition, until the Plan has complied with the terms of the QDRO, the Plan may restrict the benefits that are payable to you. These restrictions could also apply while the Plan is determining whether a written order satisfies the QDRO requirements in the Internal Revenue Code. You will be notified if the Plan ever gets a proposed QDRO with respect to your Account. For more information on QDROs, or to get a free copy of the procedures the Plan follows in determining whether an order is qualified, contact the Fund Office.

A fee will be deducted from your Account to cover expenses related to the review and processing of a QDRO. The current fee is \$300.00.

### **Are my rights to contributions protected while I am on active duty?**

If you leave your employer to engage in qualified military service and then return to work for your employer, you may be entitled to make up contributions you would have been able to make if you had been employed during the period of military service, and your employer may be required to make up any contributions that it may have otherwise been required to make during your military leave. In addition, if you have a loan from the Plan and you are on a military leave of absence, you may discontinue your loan repayments for the period of your military leave. Federal law limits the interest rate that can be charged on a Plan loan during a period of active military service. Contact the Fund Office for more information about your rights and responsibilities during a period of military service.

### **What happens if the Plan terminates?**

While the Board expect the Plan to continue indefinitely, the Board, in its sole discretion, has the power to decide to terminate or modify the terms of the Plan. In the event the Plan is terminated, your Account will be distributed as it exists on the date the Plan is terminated. No additional contributions will be made, or benefits earned after the date of termination.

### **What happens if the Plan can't find me?**

If the Plan can't find you when your Account is payable, your Account will be used to pay for the Plan's administrative costs, and will be restored to you if the Plan later finds you or you become available to claim your Account.

### **What other rights do I have with respect to the Plan?**

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:

- Examine, without charge, at the Plan's administrative office and at other specified locations, such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, documents relating to mergers and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan Documents, including the documents listed above and updated summary plan description, upon written request to the Fund Office. There may be a reasonable charge for the copies. These documents are also available free of charge on the Fund's website, located at [www.uswbenefitfunds.com](http://www.uswbenefitfunds.com).
- Receive a summary of the Plan's annual financial report. The Plan Trustees are required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement of your account values at least once each calendar quarter, free of charge.
- In addition to creating rights for Plan participants, ERISA also imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, the Plan "fiduciaries," have a duty to do so prudently and in the interest of you and the other Plan participants and beneficiaries. You may not be fired or discriminated against in any way for the purpose of preventing you from getting Plan benefits or exercising your ERISA rights.
- If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the denial and you have a right to obtain copies of documents relating to the decision without charge. You have a right to appeal any denial and to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 to provide the materials and pay you up to \$110 dollars a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 401(k) Fund. If you have a claim for benefits which is denied or ignored, you may file suit in a state or in a federal court. 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 the Plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or may file suit in 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 them. If you lose, the court may decide you have to pay them, for example, if it finds your claim is frivolous.

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

## **CONTACT INFORMATION**

### **Board of Trustees**

The Board of Trustees, or any individual Trustee, may be reached by contacting the Fund Office.

### **Fund Office**

USW Industry 401(k) Fund  
1101 Kermit Drive, Suite 800 Nashville, Tennessee 37217  
1-877-344-4015  
(615) 333-6343  
[www.uswbenefitfunds.com](http://www.uswbenefitfunds.com)

### **Plan Recordkeeper and Custodian**

MassMutual Retirement Services  
PO Box 219062  
Kansas City, MO 64121  
Overnight address: 430 W 7th Street, Kansas City, MO 64105  
1-800-743-5274 (Participant Information Center)  
1-800-756-8232 (Telephone Device for the Deaf (TDD) number)  
1-800-705-4373 (Language Line Services to communicate with representatives in over 140 languages)  
[www.massmutual.com/USWIndustry401k](http://www.massmutual.com/USWIndustry401k)

## PLAN FACTS

### **Plan Name**

USW Industry 401(k) Plan

### **Employer Identification Number and Plan Number**

62-1564649/002

### **Plan Year**

January 1 – December 31

### **Type of Plan**

Defined Contribution 401(k) Profit Sharing Plan  
ERISA 404(c) compliant

### **Plan Sponsor and Plan Administrator**

Board of Trustees of the USW 401(k) Fund  
1101 Kermit Drive, Suite 800 Nashville, Tennessee 37217  
1-877-344-4015  
(615) 333-6343

### **Board of Trustees**

John E. Shinn, Chairman (Union Trustee)  
USW International Secretary / Treasurer  
Five Gateway Center  
Pittsburgh, PA 15222

Lee Egland, Secretary (Employer Trustee)  
Director, Labor Relations  
Crowley Maritime Corporation  
1102 S. W. Massachusetts Street  
Seattle, WA 98134

Michael Bolton (Union Trustee)  
USW District 2 Director  
1244A Midway Road  
Menasha, WI 54952

Mark Rhodes (Union Trustee)  
USW Local 712  
2029 Alder Avenue  
Lewiston, ID 83501

### **Agent for Service of Legal Process**

The Board of Trustees has been designated as the agent for the service of legal process.

Legal process may be served on the Board at the Fund Office, on any individual Trustee, or on the Fund's Executive Director, Chuck Knight.

### **Collective Bargaining**

The Plan is maintained pursuant to collective bargaining agreements between contributing employers and the USW (or its local unions) or certain other unions. A copy of such agreements may be obtained by participants and beneficiaries upon written request to the Fund Office and is available for examination by participants and beneficiaries at the Fund Office as well as at other specified locations.

Participants and beneficiaries may receive from the Fund Office, upon written request, information as to whether a particular employer or union participates in the Plan and, if the employer or union participates in the Plan, the employer's or union's address.

### **Funding Medium**

The participating employers and employees make contributions to the Plan. Those contributions are held under a trust fund for purposes of providing benefits for participants of the plan and defraying reasonable administrative expenses.