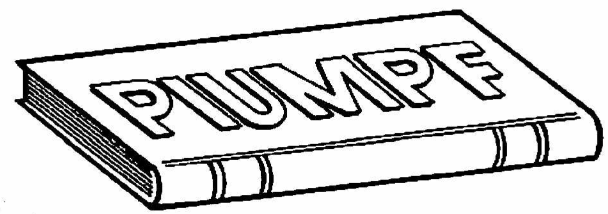
UNITED PAPERWORKERS INTERNATIONAL UNION
AFL-CIO, CLC

163-03 HORACE HARDING EXPRESSWAY
FLUSHING, NEW YORK 11365

SPD 1980

# PAPER INDUSTRY UNION MANAGEMENT PENSION FUND



# PAPER INDUSTRY UNION-MANAGEMENT PENSION FUND

163-03 Horace Harding Expressway
Flushing, New York 11365
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PAPER INDUSTRY UNION-MANAGEMENT PENSION FUND
163-03 HORACE HARDING EXPRESSWAY
FLUSHING, NEW YORK 11365
Tel. 212-762-6636

February 28, 1980

To All Participants and Beneficiaries:

The Board of Trustees of the Paper Industry Union-Management Pension Fund is pleased to present you with this booklet which summarizes the Rules and Regulations for your Pension Plan as restated February 28, 1980. This booklet also contains the complete text of the full Rules and Regulations. The entire Plan is financed by employer contributions according to the collective bargaining agreements with the United Paperworkers International Union, AFL-CIO.

The Plan can provide valuable security for you and your family both before and after retirement. We urge you to read this booklet carefully so that you will be familiar with the benefits available to you and your family and will understand your rights and responsibilities under the Plan.

The Trustees will continue to advise you of any changes in the Rules and Regulations of the Plan as we try to provide a greater measure of security for you who work and continue to work in the industry.

If you have any questions about your pension benefits under the Plan, please write to the Fund Office.

Sincerely,

THE BOARD OF TRUSTEES

# HIGHLIGHTS OF THE PLAN

The Pension Plan provides several different types of pension and other forms of benefits for employees who retire from covered employment in the paper industry.

The following pensions are payable under the Plan:

- **A REGULAR PENSION** for employees who reach Normal Retirement Age. (See p. 12)
- **AN EARLY RETIREMENT PENSION** for employees who decide to retire between the age of 55 and 65 and have at least 10 years of pension credit or vesting service. The Early Retirement Pension is reduced to take account of an earlier retirement age. The amount of reduction depends on whether you are a Plan A, Plán B or Plan C covered employee. (See p. 12)
- **A DEFERRED PENSION** for employees who leave covered employment before age 55 and who have at least 10 years of pension credit or vesting service. The Deferred Pension becomes payable at age 65, or between age 55-65, in a reduced amount. (See p. 12)
- **A DISABILITY PENSION** for employees at any age who become permanently and totally disabled while working in covered employment *and* who have at least 10 years of pension credit. (See p. 12)
- **THE HUSBAND AND WIFE PENSION** is payable automatically for all types of pensions, unless this type of payment is rejected before payments start. The Husband and Wife Pension provides a reduced pension during the pensioner's lifetime, and after his death 50% of the pensioner's monthly benefit will continue to his surviving spouse. (See p. 18)

In addition, the following benefits are available:

- **SIXTY (60) CERTAIN MONTHLY PAYMENTS** for pensioners who retire under the Regular, Early, or Deferred Pension. This provision guarantees the payment of 60 monthly pension payments to the pensioner. If he dies before 60 payments are made, payment in the same amount will continue to his beneficiary until a total of

60 monthly payments are made. This provision does not apply to a pensioner who receives the Husband and Wife Pension, the Joint and Survivor Option, the Social Security Level Income Option, or to Disability Pensions. (See p. 18)

- THE JOINT AND SURVIVOR OPTION may be elected before retirement by an employee retiring on a Regular Pension. It provides 50%, 75% or 100% of the pensioner's actuarially reduced benefit to his surviving beneficiary. (See p.19)
- THE SOCIAL SECURITY LEVEL INCOME OPTION is available for employees who retire under the Early Retirement provision of the Plan. It provides a more-or-less level income both before and after Social Security benefits begin. (See p.20)
- AN AUTOMATIC PRE-RETIREMENT SURVIVING SPOUSE'S BENEFIT for employees who have attained age 55 and are eligible for a pension. This benefit provides that if an active employee dies before he retires, his spouse will receive a pension equal to 50% of the amount he would have received if he had retired the day before his death with a Husband and Wife Pension. (See p. 21)

**The Trustees hope that these highlights and the following summary plan description will help you get to know your Plan better. However, the highlights and summary are NOT meant to be a substitute for the Plan itself, which is reproduced later in this booklet. If there is any difference between the Plan document and the highlights or summary, your rights will *always* be determined under the Plan document.**



## CONTENTS

Nothing in this summary is meant to interpret or extend or change in any way the provisions expressed in the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.



# Summary Plan Description

## PAPER INDUSTRY UNION-MANAGEMENT PENSION FUND

## HOW DO YOU BECOME A MEMBER OF THE PLAN?

You're eligible to become a member of this Plan if you're an employee covered by a collective bargaining agreement between your employer and the United Paperworkers International Union, AFL-CIO *and* if the agreement requires your employer to contribute to the Plan for the hours you work. Your service on which your employer contributes is called your *covered employment*.

**When Do You Become a Member?**

If you are already a member of the Plan, you will remain a member. If you are not already a member, you may become a member if you work 1,000 hours in covered employment during your first year on the job (or in any calendar year which starts after you are hired).

"Hours"; When we talk about hours in this Plan, we mean each hour for which you are paid, or are entitled to be paid by your employer. However, no more than 501 consecutive hours of non-working time are counted. You may also include some unpaid periods such as military service (while you have re-employment rights under law). You may also be able to count your continuous work with the same employer even if part of that work is not in a job covered by the Plan.

You will be formally enrolled as a "participant" for whom contributions are made to the Pension Benefit Guaranty Corporation (See p. 29) on the first January 1 or July 1 after you meet the 1000-hour requirement and are age 25 (assuming you are still employed in covered employment).

The date on which you become a member or a "participant" does not affect the amount of your benefits, because the Plan gives you credit, under the rules described below, for some or all of your service before the time your membership starts. Similarly, it does not affect your employer's obligation to make contributions for you, since contributions are required for all hours subject to the collective bargaining agreement or the employer's participation agreement, including hours before you are formally enrolled as a "participant".

## HOW DOES YOUR WORKING TIME COUNT?

The amount of time you work for an employer in the Plan counts in several important ways. First of all, it counts toward becoming a member of the Plan as we've just explained. It also determines whether you're eligible for a pension and how much your pension will be.

**Your Years of Pension Credit**

Pension credit for work *before* your employer starts contributing to the Fund for you is called *past service*. Pension credit for work on which your employer contributes is called *future service*. When you retire, your total pension credit is figured by adding your past service credit and future service credit.

**Future Service Credit**

**Future Service** is based on your covered employment—in other words, your service on which your employer contributes to the Fund for you. You'll receive one full year of future service credit for each year that you have at least 1,760 hours for which contributions are made on your behalf.

The following table shows how much credit you receive:

| Hours of Contributions Due in Calendar Year | Years of Pension Credit |
|---|---|
| 1,760 or more | 1 |
| 1,320-1,759 | ¾ |
| 880-1,319 | ½ |
| 440-879 | ¼ |
| Less than 440 | 0 |



**Past Service Credit**

**Past Service** is your years of eligible employment in the Industry *before* your employer starts contributing to the Fund for you.

**How to Qualify for Past Service Credit**

Ordinarily, to receive pension credit for your past service, you must have at least 5 years of future service credit. However, you may be eligible to receive pension credit for past service even if you have less than 5 years of future service credit if—but only if:

- you are in covered employment on the first day your employer starts contributing to the Fund; and
- you completed at least 1,200 hours in the 12-month period up to that day.

If your employer signed a collective bargaining agreement with a Local Union for the first time at the same time it joins the Fund, then all your employment with that employer during the preceding 12-month period may be used to meet the 1200 hour test, regardless of what job classification you were in when you earned those 1200 hours. In all other cases, these 1200 hours must have been with your employer under a collective bargaining agreement with the Union *and* must have been worked in a job classification covered for pension purposes by the collective bargaining agreement on the day your employer starts contributing to the Fund. In both cases, in meeting the 1200 hour test you can count hours you would have worked for the employer in the 12-month period but were unable to do so because of layoff or disability. You must submit proof such as records of governmental, unemployment or disability plans; employers' certified records; or medical proof.

**How Much Past Service Credit Do You Get?**

You'll receive one year of past service credit for each calendar year that you worked at least 1,200 hours in the Industry in job classifications and at plant locations which are:

- covered for pension purposes as of the first date contributions were made to the Fund on your behalf; or

- were covered by a collective bargaining agreement with the Union; or
- are defined by the Trustees as having been within the Industry.

Also, you may receive a partial year of past service credit for the calendar year in which your covered employment starts, and the calendar year in which your past service starts, figured by giving one quarter of credit for each 300 hours.

You will not receive pension credit for past service which occurred before a period of three or more consecutive calendar years in each of which you worked fewer than 1,200 hours in employment described above.

**Your Years of Vesting Service**

You'll receive one year of vesting service for each calendar year in which you have at least 1,000 hours in covered employment (See p. 7). This includes the time you worked in covered employment before you became a member of the Plan.

You'll also receive one year of vesting service for each year of your past service pension credit earned in calendar years before the year your covered employment starts.

In determining your vesting service you may also count hours worked for a contributing employer in a job not covered by this Plan—but only if that work immediately precedes or follows your covered employment with that employer. Also, hours of non-covered work before your employer joined the Plan will count toward vesting service only if it was at the same place of business as your covered employment.

**Is It Possible to Lose Your Pension Credit and Your Vesting Service?**

Yes, this can happen if you have a permanent break in service before you have 10 years of vesting service or 10 years of pension credits. A break in service can be either temporary or permanent.



**Before January 1, 1976,** you had a permanent break in service if you left covered employment and subsequently did not earn four quarters of future service credit within any period of four consecutive years.

However, if you were unable to work because of total disability, up to one full calendar year will not count when determining whether or not you had a permanent break.

Also, if you left the collective bargaining unit represented by the Union and continued working for the same employer, you will not have a permanent break if you return to the collective bargaining unit and earn at least eight quarters of future service credit. (Under these circumstances, your pension benefit level may be determined under a special rule, described in Section 6 of Article III of the Plan.)

**After December 31 1975** you'll have a one-year break in service if you work less than 440 hours in a calendar year in covered employment, or in any other employment with the same employer that is continuous with your covered employment. If you earn a year of vesting service before the break becomes permanent (see below), your previously earned vesting service and pension credit will be restored.

**After December 31 1975** you'll have a permanent break in service if you have consecutive one-year breaks in service, including at least one after 1975, that equal or are more than your years of vesting service or pension credit before the first one-year break. However, you will not incur a permanent break in service if you have at least 10 years of pension credit or vesting service before the consecutive one-year breaks started.

If you have a permanent break in service, you'll lose your membership in the Plan. You'll also lose all the vesting service and pension credit you earned before the break.

## WHEN ARE YOU ELIGIBLE FOR A PENSION?

**For All Pensions**

In order to qualify for the benefits under the Plan, an employee must earn at least two quarters of future service pension credit—credit for employment for which contributions are made to the Fund. If an employee's effective date of retirement is within two years of the first day his employer starts contributing to the Fund, he must complete at least 880 hours on which contributions are made over a period of two consecutive calendar years.

Also, to receive a pension you must be *completely* retired from the industries covered by the Plan. (See p. 23)

**Regular Pension**

You are eligible for a regular pension if you are 65 years old, or on your tenth anniversary as a member of the Plan if that is later. However, your normal retirement age will never be later than any mandatory retirement age imposed by your employer.

If you keep working for a contributing employer after your normal retirement age, you may continue in the plan until you actually retire.

**Early Retirement Pension**

You can retire anytime between age 55 and 65 if you have at least 10 years of pension credit or vesting service.

**Deferred Pension**

If you leave employment after you have at least 10 years of pension credit or vesting service, and before you reach age 55, you can receive a deferred pension. Normally, this benefit starts at age 65. However, you can start receiving it anytime after age 55 in a reduced amount.

**Disability Pension**

You can receive a disability pension if you are totally and permanently disabled while working in covered employment *and* you have at least 10 years of pension credit (including at least 2 quarters of *future service* credit) at the time your disability starts. There is no age requirement.



## HOW MUCH WILL YOUR PENSION BE?

The amount of your pension depends on your years of pension credit *and* on the benefit level in effect when you retire, provided you earn at least two quarters of future service credit at this benefit level. You can also meet the two quarters requirement for qualifying for a new benefit level if you have 880 hours for which contributions are made to the Fund at that level over a period of two consecutive calendar years. Your pension amount will be rounded up to the next whole-dollar amount.

**Regular Pension**

If you have at least 25 years of pension credit at retirement, the monthly amount of your regular pension will be equal to the benefit level that applies to you.

If you have less than 25 years of pension credit at retirement, the monthly amount of your regular pension is:

**your years and partial years of pension credit divided by 25**

**times**

**your benefit level**

For example:

Larry is retiring at age 65 with 22 years of pension credit. The benefit level in effect when he retires is $297, and he had 2 quarters of future service credit at that level. His monthly pension is:

22 divided by 25= .88

.88 times $297=$261.36

Larry will receive a monthly pension of $262.00 a month.

**Early Retirement Pension**

An early retirement pension is first calculated the same way as if you were retiring on a regular pension—and that's the amount you'll get if you retire early but decide to delay the start of benefits until age 65. If you decide to have your early retirement pension start immediately on early retirement—or on some later date up to age 65—how much you get will depend on whether you qualify for *Plan A*, *Plan B* or *Plan C* coverage, as described below.

Plan A is the Fund's regular early retirement program and applies to most participants. *Plan B* and *Plan C* are special new early retirement programs, introduced by the Trustees starting February 28, 1980.

To be eligible for Plan B or Plan C, your bargaining unit must specifically negotiate for that coverage—at a higher contribution rate than Plan A. If you're working in Plan B or Plan C covered employment, your early retirement pension will be paid under Plan B or Plan C only if—

- Your final quarter of pension credit was earned under Plan B or Plan C; *and*
- You earned your last 5 years of pension credit with that same bargaining unit, or you earned at least 5 of your last 8 years of *future service* pension credit in Plan B or Plan C covered employment.

If you can't meet these tests, your early retirement pension is figured under Plan A.



**Plan A—Pensions Starting Before Age 65**

Your early retirement pension is first calculated the same way as if you were retiring on a regular pension. This amount is then reduced ½ of 1% (.005) for each month you are younger than age 65 on the day your pension starts. (This reduction of ½ *of 1% for each month* is the same as *6% per year.)*

For example:

Paul is retiring at age 60 with 18 years of pension credit. The last benefit level at which he had two quarters of Future Service credit is $220. Paul's monthly pension is calculated as follows:

18 divided by 25 = .72

.72 times $220 = $158.40 = monthly pension if payments start at age 65

.005 times 60 months between age 65 and pension starting date = 30%

$158.40 times 30% = $ 47.52

$158.40 minus $47.52 = $110.88 = monthly pension if payments start at age 60

Paul will receive an early retirement pension of $111.00 a month if his pension starts immediately upon retirement. If he decides to have payments start at age 65, he'll get $159.00 per month.

**Plan B**

If you qualify for Plan B, your early retirement pension is first calculated the same way as if you were retiring on a regular pension. This amount is then reduced by ½ of 1% (.005) for each month you are younger than age 62 on the day your pension starts. (This reduction of ½ *of 1% per month* is the same as 6% *per year.*) If your early retirement pension starts at age 62 or later, it will not be reduced at all.

For example:

Assume that Joe is retiring at age 60 under the same facts that applied to Paul in the Plan A example. But let's also assume that Joe qualifies for Plan B. Joe's monthly pension is calculated as follows:

$158.40 = monthly pension if payments start at age 65

.005 times 24 months between age 62 and pension starting date = 12%

$158.40 times 12% = $19.00

$158.40 minus $19.00 = $139.40 = monthly pension if payments start at age 60

Joe will receive an early retirement pension of $140.00 if his pension starts immediately upon retirement. If he decides to have benefits start at age 62 he'll get $159.00 per month, because a Plan B early retirement pension which starts after age 62 is not reduced at all.

Plan C

If you qualify for Plan C, your early retirement pension is first calculated the same way as if you were retiring on a regular pension. This amount is then reduced by⅓ of 1% (.003-⅓) for each month you are younger than age 65 on the day your pension starts. (This reduction of *⅓ of 1% per month* is the same as *4% per year*.)

For example:

Assume that Mary is retiring at age 60 under the same facts that applied to Paul in the Plan A example. *But* let's also assume that Mary qualifies for Plan C. Mary's monthly pension is calculated as follows:

$158.40 = monthly pension if payments start at age 65

.003-⅓ times 60 months between age 65 and pension starting date = 20%

$158.40 times 20% = $31.68

$158.40 minus $31.68 = $126.72 = monthly pension if payments start at age 60

Mary will receive an early retirement pension of $127 if her pension starts immediately upon retirement. If she decides to have payments start at age 65, she'll get $159.00 per month.

**Deferred Pension**

A deferred pension is figured the same way as an early retirement pension. If you decide to receive this benefit before age 65, your pension will be reduced the same way as an early retirement pension, depending on whether you are eligible for Plan A, Plan B or Plan C. (See p. 14) Your deferred pension *cannot* start before age 55.

**Disability Pension**

The amount of your disability pension is the same as the regular pension to which you would be entitled if you reached age 65 and retired on the date of your disability, based on the benefit level in effect on the last day you actually worked and your pension credit up to that day.

For example:

Harry is 55 years old with 20 years of pension credit when he becomes totally and permanently disabled. The last benefit level under which he actually worked is $220. Harry's disability pension is calculated as follows:

20 divided by 25 = .80

.80 times $220 = $176.00

Harry will receive a monthly disability benefit of $176.

You must submit proof of your disability to the Trustees. You may also be required to submit proof that you are eligible to receive Social Security disability benefits. You should file your application for a disability pension as soon as possible after you are disabled. Your disability pension will ordinarily start on the first day of the month after 5 months disability, if you file your application during that period. If you file later, your disability pension will ordinarily start on the first of the month after you file. *In all cases, however*, benefits will not start until your application has been approved—and while retroactive payments are sometimes made, you can never get more than one year's worth of payments retroactively.

## HOW IS YOUR PENSION PAID?

You'll receive your pension in the form of equal monthly payments.

**Standard Form If You're Single**

If you're single when your pension starts, you'll receive equal monthly payments for life, with a minimum of 60 monthly payments. If you die before receiving 60 payments, your beneficiary will receive the balance of payments. If you do not name a beneficiary before you die, or if your beneficiary dies before you, the balance will be paid to your surviving spouse, and if no spouse survives you, to your estate.

The guarantee of 60 payments does *not* apply to disability pensions.

**Standard Form If You're Married**

If you're married when your pension starts, the standard form of payment is the Husband and Wife Pension. You'll receive a reduced monthly pension during your lifetime. Then, if your spouse is still living when you die, he or she will receive 50% of the pension you were receiving. The amount of the reduction depends on the ages of you and your spouse when payments begin.

For example:

Al is retiring at age 65. His wife is also 65. Al's regular pension amount is $297 a month. With the reduction made to provide for a Husband and Wife Pension, Al receives $257 a month for his lifetime. When



he dies, his wife will continue to collect 50% of his pension—$128.50—for as long as she lives.

For your spouse to receive this benefit, you must be married to the same person on your pension starting date and on the day of your death. Once your Husband and Wife Pension starts, the monthly pension payment to you will not be increased even if your spouse dies before you, or you are divorced.

If your spouse dies before your pension starts, or you are divorced before then, the Husband and Wife Pension will not apply to your benefits.

**Optional Forms of Payment**

If you don't want the Standard Form of Payment that applies to you, you can choose one of the following optional forms of payment.

**(1) Joint and Survivor Option: For Regular Pensions Only**

You can select the Joint and Survivor Option if you are single or married, provided you are retiring on a Regular Pension. This option provides reduced monthly benefits during your lifetime. When you die, your beneficiary receives 50%, 75%, or 100% of the amount you were receiving for the rest of his or her lifetime. The greater the percentage that you choose, the smaller your monthly benefit will be. You decide on the percentage when you elect this option (at least 12 months before the effective date of your pension). You can name any individual as your beneficiary.

A Joint and Survivor Option will become effective only when the minimum amount payable is at least two-thirds of your regular pension amount. Once elected, the Joint and Survivor Option can be revoked if you file a revocation notice in writing with the Fund Office before your pension starts.

**(2) Sixty Guaranteed Monthly Payments**

If you are married and retiring on a regular, early or deferred pension, you can choose this option instead of the Husband and Wife Pension. As described on page 18, this option provides equal monthly payments during your lifetime. If you die before receiving 60 payments, the beneficiary you name on your pension application will receive the balance of payments. If you do not name a beneficiary before you die, or if your beneficiary dies before you, the balance will be paid to your surviving spouse, and if no spouse survives you, to your estate.

(3) **Social Security Level Income Option: For Early Retirement Pensions Only**

If you are married or single and retiring from covered employment on an early retirement pension, and if you have at least one year of pension credit after age 54, you can elect, with the consent of the Trustees, to receive the Social Security Level Income Option. This option gives you a higher pension before your Social Security starts and a lower pension after your Social Security starts. Therefore, you'll have a somewhat level income during your retirement, taking into account both pension payments under the Plan and Social Security.

For example:

Dan is retiring at age 60 on an early retirement pension of $175 a month. He wants to have a somewhat level income during his retirement, so he chooses the Social Security Level Income Option. It is estimated that Dan will receive a monthly Social Security benefit of $400 at age 65.

Under this option, Dan will receive $430 a month from the Plan from age 60 to 65. At 65, when his Social Security payments begin, Dan will receive a monthly benefit of $30 from the Plan. With his $400 Social Security benefit, Dan will receive the same monthly benefit after 65 that he was receiving before 65.



***Important:*** *If you die while receiving your pension under the Social Security Level Income Option, death benefits will not be paid to anyone after your death.*

## HOW CAN YOU PROTECT YOUR SPOUSE BEFORE YOU RETIRE?

If you die—

- after reaching age 55 and
- while employed by an employer contributing to the Fund, and
- after you have met the requirements for a pension from this Plan,

your spouse can receive benefits. Your spouse will receive 50% of the benefit you would have received if you retired the day before your death on a Husband and Wife Pension. This benefit starts on the first of the month following your death and continues for the lifetime of your spouse.

The same benefit is payable if you retire from an employer contributing to the Fund after age 55 with rights to a pension and die before your pension starts.

You and your spouse must be married at least one year before your death to be eligible for benefits.

**Disabled Members**

If you are disabled, and the Trustees have approved your application for a disability pension but you die *during the five-month waiting period before your pension starts*, your spouse can still receive a benefit. Your spouse will get the pension he or she would have received if your pension had already started under the Husband and Wife Option.

This benefit starts on the first of the month following your death and continues for the lifetime of your spouse.

## HOW DO YOU APPLY FOR BENEFITS?

Pension application forms are available at your local Union Office, your Personnel Office or the Fund Office. You may ask the Fund Office to mail the form to your home.

When you complete the application and have attached the required proof of birth and proof of marriage for both yourself and your spouse (if needed), you should sign the form and return it to the Fund Office at least two months before you want your pension to start. Try to get your application in earlier—at least 6 months before you want your pension to start—if any of your pension credit was with an employer which is no longer in business; this extra time is needed because the Fund will have to verify your work record with the Social Security Administration.

The application contains instructions on how to elect the form of payment you want.

If you want to know the exact amount of payments under the Husband and Wife Pension or the Joint and Survivor Option or the Social Security Level Income Option, it will be sent to you by the Fund Office before you choose an optional benefit if you make this request on your material.

The Fund Administrator will acknowledge receipt of your application and will notify you if the Fund needs additional information.

**Claims Procedure**

If your application for a pension is denied, within 90 days after you are notified of the denial you may file a written request with the Trustees that they conduct a full and fair review of your case. You may also submit written comments and examine any pertinent documents, and you may have anyone else you wish help you. If more time is needed, the Trustees may allow you more than 90 days to file your request for review. The Trustees will conduct their review and issue a written opinion to you—



usually within 60 days after your request for review is received. If more time is needed, the decision of the Trustees may be delayed until 120 days after your request is received.

**How a Surviving Spouse Files for Pre-Retirement Benefits or the Husband and Wife Pension**

As soon as possible after the death of an employee or pensioner, the spouse should contact the Fund Office in writing and submit a copy of the death certificate. Your spouse will be asked to submit proof of age and will be advised if additional information or proof is required to process the claim. The spouse should write to the Fund Office with any questions concerning eligibility for survivor benefits. The Fund Office will help in every way possible with the application.

**Can Benefits Be Paid If You Work At Another Job?**

Under the Plan you can collect a pension only if you are completely retired from the industry. This means you must have stopped being employed by any company which has a contract with the Union. It also means you must have stopped all employment (or self-employment) in the same business as a contributing employer in any trade or craft in which you previously worked in covered employment, in the same geographic area covered by the Plan. (However, if you are over 67 you can work as a plant guard or watchman without violating the retirement rule, so long as the job isn't under a collective bargaining agreement with the Union. To qualify for this exception, you must request advance approval from the Trustees.)

## WHAT HAPPENS IF YOU WORK AFTER YOUR PENSION STARTS?

If you return to work after you start receiving your pension, you will not receive benefits for any month in which you complete 40 or more hours of service with a contributing employer or any other employer in the same business as a contributing employer in a craft in which you worked while in the Plan, in any geographic area covered by the Plan. Your pension will not be withheld if you are called back to work by an employer in an emergency situation for a period not longer than 60 days in any calendar year.

Tell the Fund Office immediately about any work you do after retirement or if you intend to return to work. They will notify you if your pension benefits will be withheld.

If you retire and later are re-employed as a covered employee, your pension will later be recalculated as follows:

- If after retirement you earn at least 2 years of future service pension credit, your pension will be recalculated based on your total years of pension credit and the benefit level applicable to you when you finally retire.
- If you retire on a disability pension, return to work, and earn at least one year of future service pension credit, your pension will be recalculated based on your total years of pension credit and the benefit level applicable to you when you finally retire.
- If neither of the above applies, then your pension will be recalculated based on your total years of pension credit and at the benefit level which applied to you before your re-employment.

In all cases, your final pension will be adjusted on actuarial principles to take into account the pension payments you received before re-hire. HOWEVER, THE MONTHLY AMOUNT OF YOUR PENSION WILL NEVER BE REDUCED BECAUSE YOU RETURNED TO COVERED EMPLOYMENT.

## OTHER IMPORTANT INFORMATION

The Paper Industry Union-Management Pension Fund is a defined benefit plan and is administered by a joint Board of Trustees consisting of four Union representatives and four Employer representatives.

The name and address of the Plan Administrator is:

Board of Trustees
Paper Industry Union-Management Pension Fund
163-03 Horace Harding Expressway
Flushing, New York 11365
(212) 762-6636

The names, titles, and business addresses of the Trustees are:

**Union Trustees**

Wayne E. Glenn, President
United Paperworkers International Union
163-03 Horace Harding Expressway
Flushing, New York 11365

James Dassaro, President
Local 318, United Paperworkers International Union
136-65 37th Avenue
Flushing, New York 11354

Dallas Ledbetter, President
Local 25, United Paperworkers International Union
180 Level Street
Kalamazoo, Michigan 49001

The Board of Trustees is designated as the agent for the service of legal process. In addition, service of legal process may be made upon a Plan Trustee.

The Plan keeps its records on a calendar year basis.

The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is 13-6144834. The Plan Number is 001.



### Financial Information

All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with the United Paperworkers International Union, AFL-CIO.

The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of employees working under the collective bargaining agreement. The collective bargaining agreements require contributions to the Plan at fixed rates per hour.

Benefits are provided from the Fund's assets which are accumulated under the provisions of the Trust Agreement and held in the Trust Fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

The Fund's assets and reserves are held in custody and invested by these investment managers: Chemical Bank, 277 Park Avenue, New York, New York 10017; Bank of New York, 48 Wall Street, New York, New York 10015; and Irving Trust Company, One Wall Street, New York, New York 10015.

### Merged Plans

The Paper Industry Union-Management Pension Fund is the successor plan to the following pension plans of:

Acco International
Ogdensburg, New York

Bergstrom Paper
W. Carrollton, Ohio

Clinton Paper
Lock Haven, Pa.

Deerfield Specialty Papers
Augusta, Georgia

Denney-Reyburn
Cleveland, Ohio

Doughboy Recreational
West Helena, Arkansas

Gilman Employees Pension Plan and Trust
Gilman, Vermont

Retirement Plan and Trust of Georgia-Pacific Eastern Joint Pension Trust for Kalamazoo, Michigan Employees, Lyons Falls, New York Employees, Plattsburgh, New York Employees, Reading, Pennsylvania Employees, Port Hudson, Louisiana Employees, Taylorville, Illinois Employees, Tomahawk, Wisconsin Employees, & Gary, Indiana Employees.

Great Southern Paper Company, Woodlands Division, Cedar Springs, Georgia

Herbert Malarkey Roofing Co.
Portland, Oregon

Western Kraft Paper Group
Port Hueneme, California

Stone Container Corporation
Detroit, Michigan

A. Klein Company
Long Island City, N.Y.

Participants and beneficiaries affected by the provisions of a merged plan may inspect or obtain copies of all Plan documents as specified on page 30 of this booklet.

## Employer Withdrawal

If a participating employer withdraws its employees from Fund coverage, the withdrawn group's benefits for past service credit will be cut back, and they will keep only the amount of past service credit which their employer's past contributions will buy, after first using those contributions to buy future service credit. (The same rule applies to former employees, including pensioners, who previously retired from the same group.) If a participant in the withdrawn group returns to covered employment, his past service credit may be restored.

This provision will prevent the Fund from becoming financially unbalanced when employee groups are withdrawn. For example, without this provision, a plant shutdown could result in the Fund paying pension liabilities far in excess of the amount the employer actually contributed.

This provision applies on a bargaining unit-by-bargaining unit basis. For example, assume that an employer operates two plants, both of which are in the Fund but under different bargaining agreements. If the employer withdraws one of the plants from Fund coverage (e.g., by closing that plant), the limitation of liability provisions will only restrict the benefits payable to the withdrawn group.

For employee groups participating in the Fund on February 28, 1980, this amended provision applies only to benefit increases negotiated after that date.



## Insured Benefits—Plan Termination

While the employers and Union expect the Plan to continue, the employer and Union Trustees have the power to jointly decide to terminate the Plan. If the Plan does terminate, benefits will be provided only to the extent that the monies held in the Trust Fund can pay benefits. After termination of the Plan, neither the employers nor the Union nor any other person will make contributions to the Trust Fund.

At the time this booklet was prepared, benefits under the Plan are not automatically insured by the Pension Benefit Guaranty Corporation if the Plan terminates. However, if the Plan terminates, PBGC could decide to insure benefits. In cases where the PBGC does decide to guarantee benefits, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations. The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if benefits have been increased within the five years before plan termination, the whole amount of the plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask the Fund Office or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 2020 K Street, N.W., Washington, D.C. 20006. The PBGC Office of Communications may also be reached by calling (202) 254-4817.

## ■ Rights and Responsibilities

Benefits are paid according to Plan provisions out of a trust fund which is used solely for that purpose. If you have any questions or problems about benefit payments, you have the right to get answers from the Trustees who administer the Plan.

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

As a participant in the Paper Industry Union-Management Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- **Examine,** without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, documents relating to mergers and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- **Obtain copies** of all plan documents and other plan information upon written request to the plan administrator. 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 this summary annual report.
- **Obtain a statement** telling you whether you have a right to receive a pension at normal retirement age (age 65 or, if later, your age on the tenth anniversay of your participation) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge. The Plan will provide this information to the extent it is able to based on available records.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who have the responsibility 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. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right 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 administrator to provide the materials and pay you up to $100 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 may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the U.S. Labor Management Services Administration, Department of Labor.