

# PACIFIC COAST BENEFITS TRUST

## SUMMARY PLAN DESCRIPTION

2019



## **To All Participating Employees,**

The Pacific Coast Benefits Plan has been developed by the Trustees to provide you with additional financial security. This booklet, which summarizes the provisions found in the Official Plan Documents, contains important information concerning the determination of your benefits, the administration of the Plan, and your rights under federal law. We urge you to read this booklet carefully and refer to it from time to time so that you will be fully aware of your rights and benefits. If you have any questions, you should contact the administrative office at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free  
866-312-4594  
[www.nwadmin.com](http://www.nwadmin.com)

Si necesita ayuda para entender este panfleto comuníquese con la Oficina Administrativa. La dirección y el teléfono los encontrara en la página número 10.

Sincerely yours,  
The Board of Trustees

# Table of Contents

	Page
<b>SUMMARY PLAN DESCRIPTION</b> .....	<b>1</b>
NAME .....	1
TYPE OF PLAN .....	1
PARTICIPATION .....	1
CONTRIBUTIONS .....	1
<i>LIMITATIONS ON CONTRIBUTIONS AND ADDITIONS</i> .....	2
<i>ELIGIBLE ROLLOVER CONTRIBUTIONS</i> .....	2
SERVICE REQUIREMENTS .....	3
VESTING .....	3
ALLOCATIONS OF FUNDS .....	4
FUNDS ARE ALLOCATED TO AN INDIVIDUAL'S ACCOUNT IN TWO WAYS .....	4
<b>PLAN BENEFITS</b> .....	<b>5</b>
RETIREMENT AND TERMINATION BENEFITS .....	5
<i>ELIGIBILITY</i> .....	5
RETIREMENT BENEFIT .....	5
TERMINATION BENEFIT .....	5
<i>APPLICATION</i> .....	6
<i>BENEFIT AMOUNT</i> .....	6
<i>FORMS OF PAYMENT</i> .....	6
UNMARRIED PARTICIPANT .....	6
MARRIED PARTICIPANT .....	7
<i>ALTERNATE FORMS OF PAYMENT</i> .....	7
APPLICATION .....	7
RETIREMENT BENEFIT .....	8
TERMINATION BENEFIT .....	8
WHEN PAYMENT BEGINS .....	8
<i>REQUIREMENTS FOR SPOUSAL CONSENT</i> .....	9
DEATH BENEFIT .....	10
<i>ELIGIBILITY</i> .....	10
PRE-RETIREMENT DEATH BENEFIT .....	10
POST-RETIREMENT DEATH BENEFIT .....	10
<i>APPLICATION</i> .....	10
<i>BENEFIT AMOUNT</i> .....	10
<i>FORMS OF PAYMENT</i> .....	11
UNMARRIED PARTICIPANT: PRE-RETIREMENT ONLY .....	11
MARRIED PARTICIPANT: PRE-RETIREMENT .....	11
MARRIED PARTICIPANT: POST-RETIREMENT .....	11
MARRIED PARTICIPANT: ALTERNATE FORM OF PAYMENT .....	11

INFORMATION FROM THE TRUSTEES .....	12
<i>TIMING OF PAYMENT</i> .....	12
ELIGIBLE ROLLOVER DISTRIBUTIONS .....	12
MINIMUM DISTRIBUTION REQUIREMENTS AFTER AGE 70 ½ .....	13
ACCOUNT BALANCES OF \$5,000 OR LESS .....	14
QUALIFIED DOMESTIC RELATIONS ORDERS .....	14
<b>PLAN ADMINISTRATION</b> .....	<b>15</b>
REDUCTION OR TERMINATION OF BENEFITS .....	15
TRUST EXPENSES .....	15
TERMINATION OF THE TRUST .....	15
INSURANCE OF BENEFITS .....	16
PLAN YEAR AND IDENTIFICATION NUMBER .....	16
THE BOARD OF TRUSTEES .....	16
LIST OF TRUSTEES .....	17
SERVICE OF LEGAL PROCESS .....	17
APPEAL PROCEDURES .....	18
TRUSTEES DISCRETION .....	19
<b>YOUR RIGHTS UNDER FEDERAL LAW</b> .....	<b>20</b>
UNIFORM SERVICES EMPLOYMENT AND RE-EMPLOYMENT ACT OF 1994 (USERRA) .....	20
PARTICIPANT RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) .....	20
<i>AVAILABILITY OF INFORMATION</i> .....	22

# Summary Plan Description

The Summary Plan Description is only intended to provide an outline of the Plan's benefits and the rules governing their availability. Participating employees must consult the Official Plan Documents for controlling authority over the benefits and rules. (See page 22 of this document for Plan availability.)

## **NAME**

The name of the Pacific Coast Benefits Trust Plan of Benefits is referred to herein as the "Plan."

## **TYPE OF PLAN**

The Plan is a defined contribution, money purchase plan that provides three types of benefits: a Retirement Benefit, a Termination Benefit, and a Death Benefit. The assets of the Plan are held in the Pacific Coast Benefits Trust.

## **PARTICIPATION**

You become a participant in the Plan when the Trust receives the first employer contribution on your behalf. At such time, an account will be established for you. All employer contributions on your behalf, all earnings, and any other monies allocated to you will be applied to that account.

## **CONTRIBUTIONS**

Employer contributions are received and held in trust by the Board of Trustees for the purpose of providing and maintaining pension benefits.

Contributions may only be made to the Trust on your behalf by an employer that is required to make such contributions under a Collective Bargaining Agreement or Participation Agreement with the Trust. Contributions may not be made on behalf of persons who are owners of, or partners in, an unincorporated business, or on behalf of any other person who is not an "employee," as that term is defined under common law. If you have any questions as to your status as an employee, please contact the Trust Office at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594  
[www.nwadmin.com](http://www.nwadmin.com)

You may not make contributions to the Trust on your own behalf. The exception, at the sole discretion of the Trustees of the Plan, would be contributions in the form of an eligible rollover distribution as described in the following section. This does not preclude contributions made by an incorporated business on behalf of an owner-employee in accordance with the terms of a Collective Bargaining Agreement.

### **LIMITATIONS ON CONTRIBUTIONS AND OTHER ADDITIONS**

The contributions and any other additions to an Individual Account may never exceed any applicable limitations imposed by Section 415 of the Internal Revenue Code of 1986 as amended from time to time, and any predecessors of successors hereto. Section 415 and the regulations thereunder are incorporated herein by reference. Post-severance compensation shall be included as Section 415 compensation if it is paid by the later of: (1) 2 ½ months after severance from employment or (2) the end of the limitation year that includes the date of severance from employment if:

- (i) Absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer and was for regular compensation for services rendered during the employee's regular working hours; or
- (ii) Compensation was paid for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

### **ELIGIBLE ROLLOVER CONTRIBUTIONS**

The acceptance of an eligible rollover distribution from another tax qualified Plan in which you have participated is determined at the sole discretion of the Trustees of the Plan.

Prior to the acceptance of a rollover distribution, the participant will be required to:

1. Submit an application in writing to the Trust Office, located at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305

**and**

2. Provide satisfactory proof that the rollover distribution is eligible. For a rollover distribution to qualify as eligible, the following conditions must be met at the time of the rollover:
3. Your Employer must currently have an obligation to contribute to the Plan on your behalf, and
4. The Plan must determine the contribution to be an eligible rollover distribution as defined by the Internal Revenue Code.

Once an eligible rollover distribution has been accepted and contributed to your account, any and all disbursement of monies from your account must meet the same eligibility requirements as any other benefit payment. Please refer to the Eligibility sections on pages 5-6, and page 10 of this booklet for requirements on receiving a benefit payment.

Once an eligible rollover distribution has been accepted and contributed to your account, any and all disbursement of monies from your account must meet the same eligibility requirements as any other benefit payment. Please refer to the Eligibility sections on pages 5-6, and page 10 of this booklet for requirements on receiving a benefit payment.

### **SERVICE REQUIREMENTS**

There are no service requirements beyond those necessary to become a participant. The time frame within which an employer must make its' first contribution on your behalf depends upon the terms of the applicable Collective Bargaining Agreement or Participation Agreement. Contributions must commence, however, no later than the first hour of service after the end of your second year of service with an obligated employer. The term "year of service" is defined as a twelve (12) consecutive month period in which you have at least 1,000 hours of service with the obligated employer. The term "hour of service" is defined in the Official Plan Documents.

### **VESTING**

Vesting is defined as the inalienable right to share in a pension fund. Under the Plan a participant shall immediately be vested in all monies properly allocated to his/her account.

Participation and Vesting Example: Bill Jones begins work for an employer on January 1, 2018. Under the

terms of a Collective Bargaining Agreement accepted by the Trust, the employer must make contributions to the Trust on Bill's behalf beginning June 1, 2018. Upon payment of the first contribution Bill becomes a participant. An account is set up for him, the contribution is allocated to his account, and Bill is then fully vested in the amount of that contribution. Taking the example further, let's assume that by December of 2018 Bill's employer made contributions on Bill's behalf totaling \$500. Additionally, \$25 in Trust earnings was allocated to his account. Bill is fully vested in the balance in his account, which, for the purpose of our example, is \$525 (less any applicable monthly account maintenance fees).

### **ALLOCATION OF FUNDS**

#### **FUNDS ARE ALLOCATED TO AN INDIVIDUAL'S ACCOUNT IN TWO WAYS:**

1. All contributions paid to the Trust on behalf of a participant by an employer shall immediately be applied to that participant's account.
2. Participant accounts receive a *pro-rata* allocation of Trust earnings net of Trust investment expenses. In other words the total amount the Trust earns from its investments, after subtracting the investment manager fees, is allocated among all participant accounts proportionate to the amount of money in each account. The larger the amount of money in the account the larger the *pro-rata* allocation of earnings to the account. Allocations of income or earnings are credited to accounts monthly. Income or earnings are based on the fair market of Trust assets. A statement will be produced for each account and mailed to each participant for whom a current address is on file reflecting the account's balance and cumulative income at least annually (or fewer months for new accounts). The Plan's investment objectives are designed to minimize the possibility of negative earnings, ***however, positive earnings are not guaranteed and, negative earnings can occur.***
3. Other Trust expenses are shared equally among all participant accounts with the exception of certain expenses that are charged directly to a particular individual account.



# Plan Benefits

The Plan provides for three types of Benefits: A Retirement Benefit, a Termination Benefit, and a Death Benefit. To receive a benefit, the participant, or his/her beneficiary, must submit a completed application.

## RETIREMENT AND TERMINATION BENEFITS

### ELIGIBILITY

#### RETIREMENT BENEFIT

To be eligible to receive the Retirement Benefit at age 62 the following requirements must be met:

1. The participant must reach the normal retirement date under the Plan, which is the first day of the month following the participant's 62nd birthday, and the participant may no longer be employed by any employer contributing to the Plan.

To be eligible to receive the Retirement Benefit at age 65, the following requirements must be met:

1. The participant must reach the age of 65. At age 65 there are no employment restrictions.

#### TERMINATION BENEFIT

To be eligible to receive the Termination Benefit under regular circumstances, the following requirements must be met:

1. The participant's employment must have been terminated by the employer that was most recently obligated to make contributions on his/her behalf, **and**
2. For the two months following termination, the participant must not have returned to employment either with that employer in any capacity or with any other employer that is obligated to make employer contributions on his/her behalf.

However, there is a special circumstance as described below (3-5) in which a participant could receive a Termination Benefit without having terminated employment.

3. The participant has not reached 62 years of age, **and**
4. The last employer contributing on the participant's behalf ceases to have an obligation to make employer contributions, and is subsequently sold to an unrelated entity in a stock or asset sale, **and**
5. The participant is not working for an employer obligated to contribute to the Trust on his/her behalf (even if he/she is working for the purchasing entity).

### **APPLICATION**

In order to receive a benefit the participant must submit a completed application. The application to receive either a Retirement Benefit or a Termination Benefit must be signed by the participant and received by the Trustees within the 90-day period before the benefit is to be paid.

Applications for benefits may be obtained by contacting the plan at the following Administrative Office address, phone number or website after registering for an online account:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594  
[www.nwadmin.com](http://www.nwadmin.com)

### **BENEFIT AMOUNT**

The benefit amount of either the Retirement Benefit or the Termination Benefit is determined at the date payment begins and is based upon the participant's account balance.

### **FORMS OF PAYMENT**

#### **UNMARRIED PARTICIPANT**

Unless otherwise specified on the application an unmarried participant who has an account balance in excess of \$5,000 automatically receives the life annuity, which is purchased with the balance of the participant's account. The life annuity provides monthly payments, the amount of which is based on the account balance, for his/her life. An alternate form of payment (described below) may be selected in lieu of an annuity.

## **MARRIED PARTICIPANT**

Unless otherwise specified on the application a married participant automatically receives the joint and survivor annuity, which is purchased with the balance of the participant's account. The joint and survivor annuity payments are disbursed according to the following guidelines:

1. The participant will receive a monthly payment for his/her life.
2. The monthly payment amount is determined by the balance of his/her account.
3. In the event of the participant's death, 50% or 75% (depending on the participant's selection at the time of application) of the monthly amount the participant had been receiving will be paid to the surviving spouse for the duration of his/her life.

In lieu of the joint and survivor annuity an alternate form of payment (described below) may be elected with the consent of the participant's spouse.

## **ALTERNATE FORMS OF PAYMENT**

### **APPLICATION**

To choose an alternate form of payment, the participant must:

1. Submit a completed and signed application to the Trust Office at:  

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305
2. The application must be received by the Trustees within the 90-day period before payment is to begin.
3. Married participants must also submit spousal consent, which:
  - a) Must be in writing and signed,
  - b) Must acknowledge the effect of the election, **and**
  - c) Must be witnessed by an authorized Plan Representative or a Notary Public.

Once submitted, the spouse may not revoke his/her consent. Spousal consent is not required if no employer contributions have been made on behalf of the participant for employment after August 22, 1984.

The participant may withdraw his/her election without the spouse's consent before payment of the alternate form of payment begins.

### **RETIREMENT BENEFIT**

A participant who is eligible for a Retirement Benefit may choose not to receive the annuity, as described above, but rather to receive payment in one of the following alternate forms:

1. A lump-sum payment equal to the balance in his/her account, **or**
2. Payment of the balance of his/her account in monthly installments over a period of 15 years or less as the Trustees specify (but not longer than the participant's actuarially determined life expectancy).
  - a) Any allocations made to the participant's account after payment begins will be paid with the last monthly installment.
  - b) If the participant dies before the last installment has been paid, the remaining account balance will be paid to the participant's beneficiary in a lump sum.

### **TERMINATION BENEFIT**

A participant who is eligible for a Termination Benefit may decide not to receive the annuity, as described above, but rather to receive payment in the alternate form of:

1. A lump sum payment equal to the balance in his/her account.

### **WHEN PAYMENT BEGINS**

Payment of either the Retirement Benefit or the Termination Benefit begins on the first day of the month following the Trustees' approval of the participant's application. However, in the case of the Retirement Benefit, payment will not begin any sooner than the first day of the month following the participant's 62nd birthday.

**Remember:** The Trustees require the participant to submit an application for benefits before payment of benefits will commence. An application may be obtained from the Trust Office at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594  
www.nwadmin.com

**REQUIREMENTS FOR SPOUSAL CONSENT**

As mentioned above, if a participant is married when payment of either the Retirement Benefit or the Termination Benefit begins, his/her spouse must consent to the participant's election to receive a benefit in a form other than the joint and survivor annuity. A participant's designation of a non-spouse beneficiary also requires spousal consent.

Spousal consent (i) must be submitted in writing to the Trust Office at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305

(ii) must acknowledge the effect of the action consented to, (iii) must be witnessed by an authorized Plan Representative or a Notary Public, and (iv) must be executed by the spouse and received by the Trustees within either the Election and Consent Period or by the 30th day after the Trustees provide the participant with a written explanation of the joint and survivor annuity. Spousal consent is irrevocable, but it is effective only with respect to the spouse.

There are some special circumstances in which spousal consent would not be required:

1. It has been established to the satisfaction of the Trustees that the participant does not have a spouse.
2. No spouse can be located, and thus the participant is deemed not to have a spouse.
3. Other circumstances as may be prescribed in regulations issued by the Secretary of the Treasury.

Any determination that the consent of a spouse is not required will be effective only with regard to the individuals in question.

## **DEATH BENEFIT**

### **ELIGIBILITY**

Upon the death of a participant, his/her beneficiary may be eligible for a Death Benefit. The sections below describe the circumstances under which a beneficiary is deemed eligible.

### **PRE-RETIREMENT DEATH BENEFIT**

If a married participant dies before payment of either a Retirement or a Termination Benefit would begin, the Death Benefit will be paid to the participant's spouse. This is the case even if the participant had designated someone other than his/her spouse as the beneficiary.

If an unmarried participant dies before payment of either a Retirement or Termination Benefit would begin, the Death Benefit will be paid to the participant's beneficiary.

### **POST-RETIREMENT DEATH BENEFIT**

If a married participant dies after payment of either a Retirement or a Termination Benefit has begun, the Death Benefit, in the form of the Joint and Survivor Annuity (see page 7), will be paid to the participant's beneficiary.

The beneficiary of an unmarried participant who dies after payment of either a Retirement or Termination Benefit has begun is not eligible for a Death Benefit. The single participant's Life Annuity (see page 6) is applicable only for the life of the participant.

### **APPLICATION**

In order to receive the Death Benefit the beneficiary must submit a completed application. The application must be signed by the beneficiary and received by the Trustees.

Completed applications should be submitted to the Trust Office at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305

### **BENEFIT AMOUNT**

The amount of the Pre-Retirement Death Benefit is determined at the date payment begins and is based upon the balance of the deceased participant's account.

## **FORMS OF PAYMENT**

### **UNMARRIED PARTICIPANTS: PRE-RETIREMENT ONLY**

If the unmarried deceased participant was not receiving a Termination or Retirement Benefit at the time of death, the deceased participant's beneficiary will receive the Death Benefit in a single lump-sum payment equal to the balance in the deceased participant's account.

### **MARRIED PARTICIPANT: PRE-RETIREMENT**

1. Upon the death of a married participant, who was not receiving a Termination or Retirement Benefit, the surviving spouse is deemed to be the beneficiary of the Death Benefit. This is the case even if the participant had designated someone other than his/her spouse as his/her beneficiary. If the Death Benefit is \$5,000 or more it is dispersed to the surviving spouse as a spousal survivor annuity.
2. The spousal survivor annuity is purchased with the balance of the deceased participant's account and will provide monthly income to the surviving spouse for life.
3. If the death benefit is less than \$5,000 it will be paid to the surviving spouse in a single lump-sum.

### **MARRIED PARTICIPANT: POST-RETIREMENT**

Upon the death of a married participant who had been receiving either the Retirement or the Termination Benefit, the beneficiary, as designated by the participant, will receive 50% or 75% of the participant's monthly joint and survivor annuity payment. If the participant had elected to receive a one-time lump-sum payment rather than the monthly annuity payments, the beneficiary would not receive a Death Benefit.

### **MARRIED PARTICIPANT: ALTERNATE FORM OF PAYMENT**

The surviving spouse may choose to receive a single lump-sum payment equal to the balance in the deceased participant's account instead of either the spousal survivor annuity or the 50% or 75% joint and survivor annuity (depending on the participant's selection at the time of application – see pages 7-8). In order to receive this alternate form of payment the surviving spouse is required to submit his/her election according to the following guidelines:

1. It must be submitted in writing to the Trust Office at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305

2. It must be signed by the surviving spouse.
3. It must acknowledge the effect of the election.
4. It must be witnessed by an authorized Plan representative or notary public.
5. It must be received by the Trustees within (1) the election and consent period or (2) by the 30th day after the Trustees provide the participant with a written explanation of the joint and survivor annuity. A spouse's consent is irrevocable.

#### **INFORMATION FROM THE TRUSTEES**

The Trustees will furnish the spouse with a non-technical written explanation of the spousal survivor annuity, the single lump-sum payment and the financial effect of both forms of payment.

#### **TIMING OF PAYMENT**

Payment of the Death Benefit will start on the first day of the month following the date of approval by the Trustees of the application for the Death Benefit.

#### **ELIGIBLE ROLLOVER DISTRIBUTIONS**

Any "eligible recipient" who qualifies to receive an "eligible rollover distribution," as defined in section 402(c) of the Internal Revenue Code (IRC) and related regulations, may elect instead to have all or any portion of the payment made directly to an eligible retirement plan of his/her choice.

The term "eligible recipient" means:

1. A Participant
2. The surviving spouse or beneficiary of a deceased participant
3. Any alternate payee who is an eligible recipient pursuant to a **Qualified Domestic Relations Order (QDRO)**. Refer to page 14 for more information on QDROs.



The term “eligible retirement plan” means:

1. An individual retirement account, as described in IRC section 408(a);
2. A SIMPLE IRA;
3. An individual retirement annuity (other than an endowment contract), as described in IRC section 408(b);
4. A Roth IRA, but only to the extent permitted in IRC section 408(a) and related regulations;
5. An annuity plan, as described in IRC section 403(a);
6. An annuity contract, as described in IRC section 403(b);
7. An eligible deferred compensation plan of state and local governments and tax exempt organizations, as described in IRC section 457(b) which is maintained by an eligible employer, as described in IRC section 457(e)(1)(a); or
8. A qualified trust, as described in IRC section 401(a).

An alternate definition of “eligible retirement plan,” which is applicable only in the case of a beneficiary who is neither a surviving spouse nor deemed an eligible recipient pursuant to a QDRO.

1. An individual retirement account
2. An individual retirement annuity

Any election to have all or any portion of the payment made directly to an eligible retirement plan of his/her choice, must adhere to the rules and procedures established by the Trustees.

### **MINIMUM DISTRIBUTION REQUIREMENTS AFTER AGE 70½**

Federal law requires that when a participant reaches age seventy and one-half, they must begin to receive benefit payments no later than April 1 of the next calendar year.

Benefit payments are optional for a participant who is still working for a contributing employer after reaching the age seventy and one-half. The Trustees require the

participant to submit an application for benefits before payment of benefits will commence. An application may be obtained from and must be submitted to:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594  
www.nwadmin.com

### **ACCOUNT BALANCES OF \$5,000 OR LESS**

If the balance in a participant's individual account is \$5,000 or less when the participant or the participant's beneficiary becomes eligible to receive a Retirement, Termination or Death Benefit, the Trustees will cause the balance to be paid in a single lump-sum payment. The balance of the individual account is determined at the date of payment.

### **QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO)**

In some cases, either all or part of a participant's benefit may be paid to a participant's spouse, former spouse, child, or other dependent. This is only possible under the following conditions:

1. A QDRO, in accordance with state law, is applicable.
2. The Trustees deem the other individual to be a qualified recipient under the QDRO.

**Example:** A participant's former spouse may receive all or part of the participant's benefits pursuant to a state court divorce decree deemed to be a QDRO by the Trustees.

The procedures under which the Trustees process a QDRO order are set forth in Article V of the Official Plan Document. (Refer to page 22 of this document for Plan availability.)

# Plan Administration

The Pacific Coast Benefits Trust was established and is maintained as a result of Collective Bargaining between Employers and Local Unions in various crafts.

## **REDUCTION OR TERMINATION OF BENEFITS**

The following describes circumstances under which the Trustees may determine a participant's account balance forfeited.

- If no contributions have been paid on behalf of the participant for a period of 12 consecutive months, **and**
- The participant has not been in contact with the Trustees to advise what ought to be done with his/her account balance.
- **Then** the Trustees will attempt to contact the participant:
  - at his/her last known address via United States Postal Service, **and**
  - if this proves unsuccessful, may continue to utilize other means to attempt to locate the participant.

The costs of such attempts (and any subsequent attempts) may be deducted from the participant's account, which could cause the entire balance of the participant's account to be forfeited.

At any time, however, a participant or beneficiary may claim a benefit to which he/she is entitled under the Plan.

## **TRUST EXPENSES**

In Accordance with the rules established by the Trustees, participant accounts may be charged to cover the expenses of the Trust.

## **TERMINATION OF THE TRUST**

The Trust may be terminated by action of the Board of Trustees. In the event of termination the Board of Trustees shall:

1. Make provision out of the Trust Fund for payment of expenses incurred up to the date of termination of the Trust and expenses incident to such termination;
2. Distribute the balance of any remaining Trust Fund assets in such manner as they determine will carry out the purpose of the Trust.

In no event shall any of the funds revert to or be recoverable by any employee, employer or union.

### **INSURANCE OF BENEFITS**

Federal Law does not require plans such as the Pacific Coast Benefits Plan to insure its benefits through the Pension Benefit Guaranty Corporation or any other agency.

### **PLAN YEAR AND IDENTIFICATION NUMBER**

- The effective date of the Plan is July 1, 1977.
- Each Plan Year begins on July 1st and ends on June 30th. The fiscal year for the Plan is the same period.
- The Plan's IRS identification number is 91-1032878.
- The Plan number is 001.

### **THE BOARD OF TRUSTEES**

The Board of Trustees is the Plan Administrator. The Board is assisted in the administration of the Plan by the contract administrator, Northwest Administrators, Inc. You may contact the Board of Trustees at:

Board of Trustees  
Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594

Participants and beneficiaries may obtain a list of participating employers and labor organizations upon written request to the Trustees. The Trustees may impose a reasonable charge for the cost of furnishing these lists. This information is also available for examination at the above Trust Office (same address as above) at no charge.

## **LIST OF TRUSTEES**

The names, titles and principal places of business of the Trustees of the Pacific Coast Benefits Trust Fund are:

### **Employer** **Trustees**

Brian Person  
Director of Labor Relations  
United Parcel Service  
4455 7<sup>th</sup> Ave S  
Seattle, WA 98108-1731

Deborah Ostendorp  
District Labor Relations  
Manager - Northwest  
United Parcel Service  
6177 N Basin Ave  
Portland, OR 97217-3911

Mary Misloski  
District Labor Manager  
United Parcel Service  
22 Brookline Drive  
Aliso Viejo, CA  
92656-1461

John Ernest  
Desert Mountain District  
Director of Labor Relations  
United Parcel Service  
3150 North 31st Avenue  
Phoenix, AZ 85017

### **Employee (Union)** **Trustees**

Patrick D. Kelly  
Teamsters Local  
Union 952  
140 S Marks Way  
Orange, CA 92868-2612

Rick Hicks  
Teamsters Local  
Union 174  
14675 Interurban Ave S  
Ste 303  
Tukwila, WA 98168-4614

Marty Frates  
Teamsters Local  
Union 70  
400 Roland Way  
Oakland, CA  
94621-2012

Jaime Vasquez  
Teamsters Local  
Union 542  
PO Box 600507  
San Diego, CA  
92160-0507

Andrew A. Marshall  
Teamsters Local  
Union 572  
1732 Sinclair Circle  
Placentia, CA  
92870-2716

## **SERVICE OF LEGAL PROCESS**

Northwest Administrators, Inc. is the designated agent for accepting service of legal process on behalf of the Plan. The address for Northwest Administrators, Inc. is:

Northwest Administrators, Inc.  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305

Each member of the Board of Trustees is also authorized to accept service of legal process on behalf of the Plan. Refer to the List of Trustees above for contact information.

### **APPEAL PROCEDURES**

Applications for benefits must be filed with the office of the Board of Trustees whose name, address and telephone number is:

Board of Trustees  
Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594

1. If your application for benefits is denied - either in whole or in part - you have the right to appeal the denial. You must submit your appeal in accordance with the following guidelines:
2. A written request for review must be submitted to the Board of Trustees, at the above address, within sixty (60) days of receiving written notice of denial.

The request must set forth all of the grounds upon which it is based, supporting facts and any other matter that the applicant deems pertinent.

The Board of Trustees shall give the applicant an opportunity to review pertinent documents in preparing his/her request for review. The appeal will be reviewed and considered by the Board of Trustees Appeals Committee. If the Trustees determine that a hearing is appropriate, they shall, notify the applicant of the date, time and place of the hearing. The applicant may be represented at any such hearing by an attorney or any other representative of his/her choosing. A written record shall be made of the proceedings. Copies of all documents and records introduced at the hearing will be made, attached to the record of the hearing, and made a part of the official hearing documentation. In conducting the hearing, the Trustees shall not be bound by the usual common law or statutory rules of evidence.

The decision by the Board of Trustees shall be made promptly and not later than sixty (60) days after the receipt of the applicant's request for review unless special circumstances (such as the need to hold a hearing) require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one-hundred-twenty (120) days after receipt of the applicant's request for review. Written notice of an extension of time will be furnished to the claimant before the expiration of the original processing time.

The decision on appeal shall be in writing and shall include specific reasons for the decision and specific reference to the pertinent Plan provisions on which the decision was based.

The Board of Trustees has the sole and complete discretionary authority to construe and interpret the terms and provisions of the Plan and to determine eligibility for benefits under the Plan. The Board of Trustees' decisions will be binding on all parties. Any person shall be obligated to exhaust all administrative remedies provided for in the Plan before resorting to any court, tribunal or agency.

A copy of the Plan's claims procedures is available upon request, at no charge.

### **TRUSTEES DISCRETION**

The Trustees are empowered, in their sole and complete discretion to:

1. Construe the provisions of this Summary Plan Description, the Plan and the Trust and the terms used therein;
2. Amend or modify this Summary Plan Description, the Plan and the Trust in any way; and
3. Otherwise administer the Plan and Trust.

Any construction, amendment, modification or administrative determination as to the Plan or the Trust shall be binding on all employers and unions, and on any person who is eligible to receive, may become eligible to receive, may seek to be eligible to receive, or is receiving any type of benefit under the Plan.

# **Your Rights Under Federal Law**

As a participant in the Pacific Coast Benefits Plan, you are entitled to certain rights and protections under laws enacted by the United States Federal Government.

## **UNIFORM SERVICES EMPLOYMENT AND RE-EMPLOYMENT ACT OF 1994 (USERRA)**

Benefits and service credit with respect to qualified military service will be provided in accordance with IRC section 414(u).

## **PARTICIPANT RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

The Employee Retirement Income Security Act of 1974 (ERISA) provides that all Plan participants shall be entitled to:

1. Examine without charge, at the Plan Administrator's Office, and at other specified locations, such as work sites 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.
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements as well as copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for copies.
3. 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.
4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62), and if so, what your benefits would be at normal retirement age if you stopped working under the Plan now. This statement is



not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge. To obtain a copy, submit a written request to the Trust Office at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594  
[www.nwadmin.com](http://www.nwadmin.com)

5. 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. 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 thirty (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 may file suit in a State or Federal Court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the status of a Qualified Domestic Relations Order (QDRO) or a medical child support order, you may file suit in a Federal Court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a

Federal Court. The Court will decide who should pay Court costs and legal fees. If you are successful, the Court may order the person you have sued to pay these costs and fees. If you lose, the Court may order you to pay these costs and fees. For example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator at:

Pacific Coast Benefits Trust  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594  
[www.nwadmin.com](http://www.nwadmin.com)

If you have any questions about this statement or about your rights under ERISA, you should contact either:

- 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 NW, Washington, DC 20210-0002.

### **AVAILABILITY OF INFORMATION**

Upon request electronic and/or paper copies of plan documents, certain financial information, actuarial information, investment information and all other pertinent documents required to be made available to participants under ERISA and the Pension Protection Act (PPA) of 2006, which was added to ERISA Section 101 (k) (1) by Section 502 (a) of the PPA will be provided. As allowed under ERISA and the PPA the Trustees require a reasonable charge for the copies in either electronic or paper form. The Trust Office will state the charge for specific documents (currently \$0.25 per page) on request.

**PACIFIC COAST BENEFITS TRUST**

**Northwest Administrators, Inc.  
2323 Eastlake Avenue East  
Seattle, WA 98102-3305  
Toll Free 866-312-4594**

**[www.nwadmin.com](http://www.nwadmin.com)**

**BENEFICIARY DESIGNATION – PACIFIC COAST BENEFITS TRUST****PARTICIPANT**

<b>FIRST NAME</b>	<b>MIDDLE</b>	<b>LAST</b>	<b>SOCIAL SECURITY NUMBER</b>	
<b>ADDRESS</b>			<b>GENDER</b>	<b>DATE OF BIRTH</b>
<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>HOME PHONE</b>	<b>CELL PHONE</b>
<b>EMPLOYER</b>		<b>LOCAL UNION NUMBER</b>	<b>EMAIL ADDRESS</b>	

**PARTICIPANT'S SPOUSE**

<b>FIRST NAME</b>	<b>MIDDLE</b>	<b>LAST</b>	<b>SOCIAL SECURITY NUMBER</b>	
<b>DATE OF MARRIAGE</b>	<b>NOT MARRIED (PLEASE INITIAL)</b>		<b>GENDER</b>	<b>DATE OF BIRTH</b>

In the space provided below, you may designate any person or your estate your Beneficiary. \*See back of this form for additional information. If more than one Beneficiary is named, check one of the following two boxes:  
 I request that any Death Benefits be paid in equal shares to the Beneficiaries listed.  
 I request that any Death Benefits be paid to the first Beneficiary named below who survives me.  
 Check this box if you wish any Death Benefits to be paid only to your estate. (No Beneficiaries are named below.)

**BENEFICIARY 1**

<b>FIRST</b>	<b>MIDDLE</b>	<b>LAST</b>	<b>SOCIAL SECURITY NUMBER</b>	
<b>ADDRESS</b>			<b>RELATIONSHIP</b>	
<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>GENDER</b>	<b>DATE OF BIRTH</b>

**BENEFICIARY 2**

<b>FIRST</b>	<b>MIDDLE</b>	<b>LAST</b>	<b>SOCIAL SECURITY NUMBER</b>	
<b>ADDRESS</b>			<b>RELATIONSHIP</b>	
<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>GENDER</b>	<b>DATE OF BIRTH</b>

**BENEFICIARY 3**

<b>FIRST</b>	<b>MIDDLE</b>	<b>LAST</b>	<b>SOCIAL SECURITY NUMBER</b>	
<b>ADDRESS</b>			<b>RELATIONSHIP</b>	
<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>GENDER</b>	<b>DATE OF BIRTH</b>

**DATE:** \_\_\_\_\_

**PARTICIPANT'S SIGNATURE:** \_\_\_\_\_

\*If you (1) die before Retirement or Termination Benefits are to begin under the Pacific Coast Benefits Plan and (2) are married at the time of your death, then, notwithstanding this Beneficiary Designation, Death Benefits will be payable **only** to your surviving spouse.

If you fail (or are unable) to make a valid designation of a Beneficiary, or if no designated Beneficiary survives you, your Beneficiary will be the survivor(s) of the first surviving class among the following:

**1. SURVIVING SPOUSE 2. CHILDREN 3. PARENTS 4. SIBLINGS 5. ESTATE**

You may make, change, or revoke the designation of your Beneficiary at any time. To be effective the designation, change, or revocation must be made in writing on the proper form and must be received by the Trustees before your death. This Beneficiary designation cancels any previous designation you have made.

**RETURN THIS FORM TO:  
PACIFIC COAST BENEFITS TRUST  
2323 EASTLAKE AVENUE EAST  
SEATTLE, WA 98102-3305**

**TOLL FREE 866-312-4594  
[www.nwadmin.com](http://www.nwadmin.com)**