

# St. Louis - Kansas City Carpenters Regional Annuity Fund

## Summary Plan Description

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### Principal Plan Features

#### General

The St. Louis - Kansas City Carpenters Regional Annuity Fund (“Plan”) is a Multi-Employer Defined Contribution profit-sharing plan. This Plan is not insured by the Pension Benefit Guaranty Corporation.

The Plan is effective May 1, 2019. The Plan Year is May 1- April 30. The annual Valuation Date is April 30.

The Plan is funded through pre-tax Employer contributions. No individual employee contributions are permitted under the Plan, but, subject to Trustee approval, the Plan will accept rollover contributions from a Participant’s prior qualified plan at the Participant’s request.

A Participant means anyone who has met the eligibility requirements to participate in the Plan as defined in the Section entitled “Participation Eligibility” and has not ceased to be a Participant.

A Participant’s benefit under the Plan is the amount payable from the Participant’s Individual Account determined at the time of payment in accordance with the terms of the Plan, and is referred to as the Participant’s Accumulated Share. The value of a Participant’s Accumulated Share (employer contributions and investment earnings, less expenses) will accrue on a tax-deferred basis and will only be taxed when benefits are elected and withdrawn. The maximum amount which can be allocated to any participant’s account in any year is subject to the limits outlined under IRS Code Section 415(c)(1)(A), which is indexed each year.

Notwithstanding any other provisions of the Plan to the contrary, no distributions will be made from the Plan, nor may any withdrawals be taken from the Plan, until May 1, 2022, unless otherwise required by applicable law.

Investments of the Plan are Trustee-directed. The Trustees are authorized to enter into reciprocal agreements acceptable to them for the transfer and treatment of contributions into and out of the Plan. Retention by the Plan of Employer Contributions is conditioned upon the Plan receiving a favorable determination of its initial qualification and on annual current deductibility of Employer Contributions. In the unlikely event that a condition is not satisfied, affected Employer Contributions will be transferred to the Participant’s current Defined Benefit Pension Plan (DB) sponsored by the St. Louis - Kansas City Carpenters Regional Council within 12 months of the relevant determination.

## Participation Eligibility

Individuals who are working within the jurisdiction of the Union, employed by a contributing Employer, and for whom Contributions are required pursuant to a Collective Bargaining Agreement or other Agreement are eligible to become Participants. Union means the St. Louis - Kansas City Carpenters Regional Council, affiliated with United Brotherhood of Carpenters and Joiners of America and any other local union who has agreed to the terms and provisions of the Plan and whose participation in the Plan has been accepted by the Board of Trustees.

In addition, an employee may also include (i) self-employed persons or other non-union employees employed by a contributing Employer, provided such inclusion does not jeopardize the income tax-exempt status of the Plan, or (ii) elected officials of, and other persons not covered by another annuity fund performing duties for the St. Louis - Kansas City Carpenters Regional Council, the local unions under its jurisdiction or the employee benefit plans sponsored by it.

An individual becomes a Participant when the Plan first receives a Contribution on his behalf. An Individual Account is established for the Participant at that time.

## Military Service

The Uniformed Services Employment and Reemployment Rights Act provides you with certain rights if you return to the Employer following qualified military service. You will not incur a Break in Service due to qualified military service. Upon reemployment with an Employer, your military service is deemed to be service with the Employer for purposes of earning benefits and vesting in your Individual Account.

## Employer Contributions

Each calendar month, the contributing Employers shall make contributions on behalf of Participants as are required and specified under the terms of the collective bargaining agreement(s) and shall continue in effect until such rate of contribution(s) is renegotiated by the contributing Employers and the Union. Such contributions are allocated to the Individual Accounts of each Participant and are referred to as the Accumulated Share.

A Participant's Accumulated Share shall include any time for which such Participant is on a qualified military leave based on the average amount of hours worked by the Participant under the Plan during the 12-month period immediately prior to the period of qualified military service and shall equal the hourly contribution rate at which contributions would have been owed on the Participant's behalf had he been an Employee during the period being recognized as qualified military service.

## Vesting

A Participant is 100% vested after satisfying one of the following conditions:

- The Participant completes three (3) years of Vesting Service ("cliff vesting"). A Year of Vesting Service is a Plan Year with 1,000 Hours of Service in Covered Employment. Each

Hour of Service worked in Covered Employment will receive .001 of a Year of Vesting Service credit up to a maximum of 1.0 years of Vesting Service each Plan Year. No more than one year of Vesting Service will be awarded for each Plan Year. Non-forfeited vesting service earned by an individual, before becoming a Participant in this Plan, under the Carpenters Pension Fund of Illinois, or under any of the defined benefit pension plans sponsored by the St. Louis - Kansas City Carpenters Regional Council, may be used to fulfill the vesting requirement. Hours of Service in Non-Covered employment shall be counted towards vesting service only if the employee was employed with the same employer in Covered Employment immediately preceding or immediately following such Non-Covered Employment and only to the extent such Non-Covered Employment is or was continuous.

- The Participant attains Normal Retirement Age, which is the later of age 62 or the fifth anniversary of the Participant's participation.
- The Participant dies.
- The Participant is deemed disabled under the terms of the federal Social Security Act.

The following definitions shall apply for purposes of this Summary:

Covered Employment shall mean employment for which the employer is obligated to contribute to the trust fund pursuant to direction in a collective bargaining agreement.

Hours of Service shall mean each hour for which an employee is directly or indirectly paid, or entitled to payment, by an employer for the performance of duties, in accordance with the applicable Collective Bargaining Agreement. Hours of Service shall include each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by an employer. In addition, the following rules shall apply:

- Hours of Service in Covered Employment by a Participant shall include his time performing picketing or similar duties for the Union and the Local Unions;
- Hours of Service shall include hours worked in Covered Employment and Non-Covered Employment, unless otherwise specified herein;
- Hours of Service in Non-Covered Employment shall be counted only if the employee was employed with the same employer in Covered Employment immediately preceding or immediately following such Non-Covered Employment and only to the extent such Non-Covered Employment is or was continuous;
- Hours of Service shall include hours for which an employee is paid or entitled to payment from an employer as an employee on account of a period of time during which duties are not performed to the extent required by applicable law.

## Forfeitures

If a Participant has a Termination of Employment before the Participant is 100% vested, then the balance in his Individual Account and his Years of Vesting Service will be forfeited when the

Participant incurs five consecutive one-year Breaks in Service. Amounts so forfeited will be used to pay administrative expenses of the Plan. Break in Service means a plan year during which a participant (i) completes less than 500 Hours of Service in Covered and Non-Covered Employment and (ii) obtains less than 400 Hours of Service in Covered Employment

## **Distribution of Benefits**

To be eligible to request a distribution, a Participant must make a written application in a form acceptable to the Trustees and must satisfy one of the two following conditions:

- Attain Normal Retirement Age, which is the later of 62 or the fifth anniversary of the Participant's participation.
- Attainment of at least age 55 with a 100% vested benefit in the Plan.

Other distribution events are death, disability and a Participant's Required Beginning Date.

Retirement benefits payable under the Plan are taxable upon distribution. Please contact your tax consultant for assistance in determining your tax liability or any potential additional excise tax implications for withdrawals received before you reach age 59 ½.

## **Distribution Options**

The automatic form of payment is a single lump sum distribution of a Participant's entire Accumulated Share.

The optional form of payment is a partial distribution from a Participant's Accumulated Share, in an amount specified by the Participant that is no less than 5% of the Accumulated Share, provided that a Participant may make only one such request in each calendar year.

## **Distribution to Designated Beneficiary**

If a Participant dies before he has received his Accumulated Share, payments will be made to his designated Beneficiary. If no Beneficiary has been designated or if the Beneficiary does not survive the Participant, distribution will be made to the Participant's spouse, if any, otherwise to the Participant's children in equal shares, or if no children, to the Participant's estate. A Participant can designate a Beneficiary other than a spouse to whom the Participant was married for the one year period immediately preceding his death only if the spouse signs a waiver that is witnessed by a plan representative or a notary.

## **Required Beginning Date**

A Participant is required to commence distributions of his Accumulated Share no later than April 1 of the year following the year in which he attained age 70-1/2.

## Hardship Withdrawals

A Participant may request a withdrawal of up to 25% of the vested balance in his Individual Account as an in-service distribution because of an immediate and heavy financial need. To be eligible for such a distribution, the Participant must:

- Have been a Participant in the Plan for at least three years,
- Apply in writing in a form acceptable to the Trustees,
- Provide documentary substantiation of the need, subject to the satisfaction of the Trustees,
- Obtain his spouse's written consent to the distribution, and
- Have a need that is in one of the two categories of need described below:
  - **Medical Expenses:** Expenses of at least \$5,000 incurred on behalf of the Participant or his dependents (as defined by the St. Louis – Kansas City Carpenters Regional Health Plan), which the Participant is obligated to pay, and which are due to sickness or injury which have not been reimbursed, or for which there is no right to reimbursement from any public or private plan or program.
  - **Burial or Funeral Expenses:** Expenses of up to the lesser of \$13,000 or 25% of the Participant's account balance for the Participant's deceased parent, spouse, children or dependents (as defined in IRC §152).

### *Limits on Hardship Withdrawals*

A Participant may request more than one hardship distribution in any calendar year, but the aggregate withdrawal amount cannot be more than 25% of the vested balance in the Participant's Individual Account balance as of the date of the application for the first hardship distribution in that year.

A Participant who has taken one or more hardship withdrawals in a calendar year may not request another hardship distribution until the third (3rd) year after the last hardship distribution year, i.e., the Participant must wait for two calendar years before requesting another hardship distribution.

The Trustees shall have sole and complete discretion in determining whether a Participant is eligible to request a hardship distribution, whether the reason for the request is an eligible need, and whether the documentation provided by the Participant is sufficient to substantiate the need.

Retirement benefits payable under the Plan are taxable upon distribution. Please contact your tax consultant for assistance in determining your tax liability or any potential additional excise tax implications for withdrawals received before you reach age 59 ½.

### **Initial Implementation Plan: Three-Year Moratorium on Benefits Paid**

For the sole purpose of establishing the Annuity Fund's Asset base, no benefits will be paid for a period of three years from May 1, 2019. As a result, all participants who become eligible to retire

under the Fund on or before April 30, 2022, will be eligible to commence their benefit on or after May 1, 2022.

Please note: The St. Louis – Kansas City Carpenters Regional Council has authorized up to \$250,000 annually for the first three years to offset initial implementation and administrative expenses.

## **QDRO Procedures**

The benefits under the Plan are not subject to anticipation, alienation, or assignment, either voluntary or involuntary, by any person entitled to benefits. Also, benefits payable under the Plan are not liable for or subject to levy, attachment, or garnishment by any creditor of a participant. Special rules apply for Qualified Domestic Relations Orders.

Benefits from the Plan generally cannot be assigned to anyone else; however, the Plan will recognize a Qualified Domestic Relations Order (QDRO) requiring payment of part or all of an Individual Account to meet marital alimony or child-support obligations or provide marital property rights. Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures for governing QDRO determinations by contacting the Plan Administrator.

## **Expenses**

There are a number of Plan expenses that may be charged to Individual Accounts, which will reduce the return, including, without limitation, investment fees and certain administrative fees. In addition, if Individual Accounts become subject to a QDRO, the Plan Administrator will charge the fees necessary to review the QDRO for compliance with applicable law directly to such account.

## **ERISA Rights**

As a participant in The St. Louis - Kansas City Carpenters Regional Annuity 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:

1. Receive Information About Your Plan and Benefits
  - a. Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
  - b. Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

- c. 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 Annual Funding Notice.
- d. Obtain a statement telling you whether you have a right to receive a distribution of benefits at Normal Retirement age (age 62) 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 distribution, the statement will tell you how many more years you have to work to get a right to a distribution. This statement must be requested in writing and is not required to be given more than once every twelve months. The plan must provide the statement free of charge.

## 2. Prudent Actions by Plan Fiduciaries

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

## 3. Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## 4. Assistance with Your Questions

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



publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### Your Rights

You may designate another person to act as your authorized representative for purposes of the Plan's claims and appeals procedures. To designate an authorized representative, you will need to fill out a form, which may be obtained from the Plan Office.

Under federal law, a claimant has the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) if dissatisfied with the decision of the Trustees. Before bringing such an action, the claimant must exhaust the Plan's claims and appeals procedures. Any such action against the Plan under ERISA must be filed within two years of the date of the decision of the Trustees on appeal.

The claimant has the right to receive free of charge, upon written request, all documents, records and other information relevant to the claim. Such request should be sent to the Plan Office.

Decisions on claims and appeals are made uniformly, in accordance with the terms and conditions of the Plan documents, and cannot be granted or paid unless authorized by those documents.

### Claims for Benefits

You must complete an application form available from the Plan Office in order to start a claim for your benefits. You must promptly inform the Plan Office, preferably in writing, if you believe there is any error in either the information contained in your annual Benefit Statement from the Plan, or in any benefit payment that you receive.

The Plan will make a benefit determination within a reasonable time, but not later than 90 days after receipt of the claim by the Plan. This 90-day period may be extended, if special circumstances require additional time for processing a claim, for no more than 90 additional days. If an extension is necessary, you will be notified of the reasons and the date by which the Plan expects to render a determination.

In the event of an **adverse benefit determination**, you will be notified in writing. The notice will include:

- The specific reason for the adverse benefit determination.
- The specific Plan provision on which the determination was based.
- A description of any additional material or information necessary to perfect the claim and an explanation of why this information is necessary.
- A statement of the claimant's right, upon request and free of charge, to access and to receive copies of documents, records and other information relevant to the claim for benefits.
- An explanation of the Plan's appeal procedures, including applicable time limits, and a statement of the claimant's right to bring a civil action following an adverse benefit determination on appeal.



## Appealing Adverse Benefit Determinations

After receiving notice of an adverse benefit determination, a claimant (or authorized representative) may submit a written request to the Board of Trustees for their review and final decision. Any request for review must be filed within 180 days of the claim denial. A request for review must be directed to:

Board of Trustees  
c/o Benefit Plans Administrator  
St. Louis – Kansas City Carpenters Regional Annuity Fund  
1419 Hampton Avenue  
St. Louis, Missouri 63139

A request for review should state the reason why the claimant believes the claim denial was improper, and should include any comments, documents, records or other information the claimant wishes to be considered in support of the appeal. The Trustees will consider all such submissions as part of the review. As required by law, the Board of Trustees claim review will not give deference to the original claim decision.

The Board of Trustees, as fiduciaries of the Plan, will generally make a decision on the review within 45 days after receipt of the request for review, unless special circumstances require an extension of time for processing, in which case a decision will be made as soon as possible, but not later than 90 days after receipt of the request for review. If such an extension is required, you will be notified in writing before the end of the original 45-day period of the reasons and the date by which the Plan expects to render a decision.

The Trustees may appoint an Appeals Committee to consider and decide appeals. Decisions made by the Appeals Committee shall have the same force and finality as decisions made by the full Board of Trustees.

Notice of the Trustees' decision to deny the appeal in whole or in part on the review will be given to the claimant in writing and will include the specific reasons for the decision, as well as specific references to the pertinent Plan provisions on which the decision is based, and other information of the types contained in the original notice of adverse benefit determination issued by the Plan. The decision of the Trustees on appeal is final. Any civil action under Section 502(a) of ERISA must be filed within two years of the date of the Trustees' decision.

## Amendment or Termination

Although the Board of Trustees hopes to continue the Plan, it reserves the right to amend, modify, or terminate the Plan at any time by a majority vote at a regular or special meeting. Laws and regulations set by federal, state, and local governments may require additional changes. But no matter what any change may be, the Plan's trust fund may not be used for any purpose except as specified in the Plan. Upon Plan termination, the assets, after providing for the expenses for payment of any Accumulated Shares, shall be distributed among affected Participants as provided in the Plan. No part of the assets shall be returned to any Employer or inure to the benefit of any Employer or Union and all Participants shall become 100% vested in their Accounts under the Plan.

## Federally Required Information

Name of Plan:	St. Louis - Kansas City Carpenters Regional Annuity Fund
IRS Employer Identification Number of Plan Sponsor:	37-1942230
Name and Address of Plan Sponsor and Plan Administrator:	Board of Trustees of St. Louis - Kansas City Carpenters Regional Annuity Fund Trust Fund 1419 Hampton Avenue St. Louis, Missouri 63139 (314) 644-4802 or (toll free) 1-877-232-3863 Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan Sponsor, the Sponsor's address.
Plan Number:	002
Type of Plan and Plan Administration:	The Plan is a Defined Contribution Plan. The Plan is a trustee Plan administered by the Board of Trustees. Benefits are paid in accordance with each Participant's Accumulated Share. The Plan Administrator has the discretionary authority to construe, interpret and administer all provisions of the Plan on a uniform non-discriminatory basis.
Agent for Service of Legal Process:	Secretary of Board of Trustees of St. Louis Carpenters Regional Annuity Trust Fund 1401 Hampton Avenue St. Louis, Missouri 63139 Service of process may be made upon a Plan Trustee or the Plan Administrator.
Trustees and Trust Fund:	Each Participant's Accumulated Share is funded through employer contributions to the Fund. The amounts of such contributions are determined pursuant to various collective bargaining agreements. The Trustees of the Fund are the following persons:

### Trustees appointed by employers:

Robert Calhoun, Chairperson President Calhoun Construction Management 6600 W. Main Street, Rear Belleville, Illinois 62223	Craig McPartlin President Con-Tech Carpentry 366 W. Fourth St. Eureka, Missouri 63025
Jim Sauer Vice President Fixture Contracting Co., Inc 10630 Midwest Industrial Blvd. St. Louis, Missouri 63132	Tod O'Donoghue Vice President & General Counsel Paric 77 West Port Plaza, Ste. 250 St. Louis, Missouri 63146
Tim Schoolfield President Country Side Carpets 1305 Tom Ginnever O'Fallon, Missouri 63366	Gregory Hesser President Alberici Constructors, Inc. 8800 Page Ave. St. Louis, Missouri 63114
Kevin Deptula President-CEO Builders Bloc 607 Trade Center Blvd. Chesterfield, Missouri 63005	James Carson Vice-President Carson-Mitchell, Inc. 2119 E Division Springfield, Missouri 65803

**Trustees appointed by union:**

Albert L. Bond, Secretary and Managing Trustee Executive Secretary-Treasurer St. Louis - Kansas City Carpenters Regional Council 1401 Hampton Avenue St. Louis, Missouri 63139	Donald J. Brussel, Jr. Assistant Executive Secretary-Treasurer St. Louis - Kansas City Carpenters Regional Council 1401 Hampton Avenue St. Louis, Missouri 63139
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Scott Byrne Business Representative St. Louis - Kansas City Carpenters Regional Council 1401 Hampton Avenue St. Louis, Missouri 63139	Keith Taylor Director of Organizing St. Louis - Kansas City Carpenters Regional Council 1401 Hampton Avenue St. Louis, Missouri 63139
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Rocky Kloth Kansas City Coordinator St. Louis - Kansas City Carpenters Regional Council 8955 E. 38th Terrace Kansas City, Missouri 64129	Dan Neiswander Business Representative St. Louis - Kansas City Carpenters Regional Council 1401 Hampton Avenue St. Louis, Missouri 63139
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Todd Hake Director of Jurisdiction & Research St. Louis - Kansas City Carpenters Regional Council 1401 Hampton Avenue St. Louis, Missouri 63139	Mike Gavoli Business Representative St. Louis - Kansas City Carpenters Regional Council 8955 East 38th Terrace Kansas City, Missouri 64129
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Collective Bargaining Agreements:	The Plan is maintained pursuant to various collective bargaining agreements. A copy of any such agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by participants and beneficiaries.
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Plan Benefit Descriptions:	The Plan benefits are explained in this SPD. Additional detail, along with defined terms where applicable, is provided in the Plan Document.
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Request for Additional Information:	A complete list of the employers and employee organizations sponsoring the plan may be obtained by participants and beneficiaries upon written request to the plan administrator and is available for examination by participants and beneficiaries, including a statement that participants and beneficiaries may receive, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan, and if so, the sponsor's address.
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Record Keeping Year for Plan:	Plan records are kept on a fiscal year basis. The end of such year is April 30.
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**Important Notice**

*Above is a very general description of the principal features of the St. Louis - Kansas City Carpenters Regional Annuity Fund. The description is intended to be accurate, but if there are differences between this description and the plan document as adopted by the Board of Trustees, the plan document will control. Terms used herein are as defined in the plan document. This summary describes the Plan in effect as of May 1, 2019.*