

GRAPHIC COMMUNICATIONS BENEVOLENT TRUST FUND SUMMARY PLAN DESCRIPTION

Introduction

On January 1, 1990, the Graphic Communications International Union Mortuary Fund and the International Printing and Graphic Communications Union Burial Fund were merged to become one Fund named the Graphic Communications International Union Benevolent Trust Fund. In March 2005, this Fund was renamed the Graphic Communications Conference of the International Brotherhood of Teamsters Benevolent Trust Fund as a result of a merger between the Graphic Communications International Union (GCIU) and the International Brotherhood of Teamsters (IBT), forming the Graphic Communications Conference of the International Brotherhood of Teamsters (GCC/IBT). On October 16, 2006, the Fund was renamed the Graphic Communications Benevolent Trust Fund (BTF or Fund) to reflect that members of the Communications, Energy and Paperworkers Union of Canada (CEP) Graphical Locals who were formerly local unions of the Graphic Communications International Union (CEP Graphical Local Unions), would continue participation in the Fund. Effective on August 31, 2013, “Unifor” was established by its founding members. The CEP and the Canadian Auto Workers (CAW) merged into the newly formed Unifor union. The members of Unifor Graphical local unions who were formerly members of the CEP Graphical Local Unions (Unifor Graphical Local Unions), continue participation in the Fund.

This booklet describes, in summary fashion, the provisions of the BTF as effective **July 1, 2021**, including participation, benefits, and rights and obligations of Participants under the Fund. The terms of the Fund are governed by the Fund’s Plan Document and Agreement and Declaration of Trust. If any conflict should arise between this summary and those documents, those documents will govern.

The purpose of the BTF is to provide death benefits to beneficiaries of participating Local Union members. Funding for the program is provided through contributions and investment earnings thereon. Fund assets are segregated from Union assets and held in a trust fund maintained for the exclusive purpose of providing death benefits to beneficiaries of deceased eligible participants and for defraying reasonable administrative expenses of the Fund. The Trust Fund is

registered with the United States Internal Revenue Service and is qualified as a tax-exempt organization under the United States Internal Revenue Code. The Fund is administered by a Board of Trustees. The day-to-day operations of the Fund are overseen by a Fund Administrator who is appointed by the Board of Trustees. The Fund Administrator reports to the Board of Trustees.

This booklet includes Amendments adopted by the Board of Trustees including significant death benefit increases for all Participants whose date of death is on or after July 1, 2021 as follows:

Active Participants	11.54% increase to maximum benefit of \$3,625
Participant Who Became Exempt in 2017 or Later	11.54% increase to maximum benefit of \$3,625
Participant Who Became Exempt From 1990 through 2016	12% increase to maximum benefit of \$2,800
Participants Who Became Exempt Before 1990	25% increase to maximum benefit of \$2,500

Fund Participation

All members of Participating Local Unions who are in good standing with their Local Union (and with the GCC/IBT, Unifor and the IBT (whichever is applicable)) are eligible to participate in the Fund, regardless of age.

Local Unions that participate in the BTF are referred to in this booklet as “Participating Local Unions.” All Local Unions of the GCC/IBT and all Unifor Graphical Local Unions in “good standing” as defined by each Local’s Constitutions and Laws are eligible to participate in the Fund. IBT Local Unions with former GCC/IBT members who participated in the BTF prior to the merger of the GCC/IBT Local Union and the IBT Local Union are also Participating Local Unions but *only* with respect to such former GCC/IBT members and their future members who participate in the BTF due to work in formerly GCC/IBT-organized shops. In the event that a Unifor Graphical Local Union that has members who participate in the BTF merges with another Unifor Local Union that does not have members who participate in the BTF, the merged Unifor Local Union will be a

Participating Local Union but only with respect to those members who were already participating in the BTF and any future members working in the graphic communications trade.

If any Local Union that participates in the Fund merges with any other Local Union or local union of the IBT or Unifor or directly affiliates with the IBT, the members of that Local Union will continue their participation in the Fund.

Once a Local Union joins the Fund, participation of the Local Union's membership thereafter is mandatory. All members of newly established GCC/IBT Local Unions participate in the Fund.

Contributions

The contribution for all non-exempt Participants is \$1.00 per month. Additionally, participants contribute an inaugural fee of \$8.00 whenever they enter the Fund. However, the inaugural fee was waived for any Participant who newly entered the Fund from January 1, 2016 through December 31, 2016.

The following Participants are exempt from paying the contribution to the Fund:

- Participants who are actively serving in the armed forces of the United States or Canada who have one or more years of membership in good standing with a Participating Local Union;
- Participants who retire or cease working in a GCC/IBT or Unifor Graphical Local Union bargaining unit **on or after January 1, 2017** and who, at the time of retirement or cessation of work in a GCC/IBT or Unifor Graphical Local Union bargaining unit, met one of following age and membership requirements :

Age at Retirement or Cessation of Working in Bargaining Unit	Years of Continuous Membership in a Participating Local Union or their Predecessor Unions
50	30
51	29
52	28
53	27
54	26
55	25
56	24
57	23
58	22
59	21
60 or above	20

- Participants who retire or cease working in a GCC/IBT or Unifor Graphical Local Union bargaining unit **before January 1, 2017** and who, at the time of retirement or cessation of work in a GCC/IBT or Unifor Graphical Local Union bargaining unit, met one of following age and membership requirements :

Age at Retirement or Cessation of Working in Bargaining Unit	Years of Continuous Membership in a Participating Local Union or their Predecessor Unions
55	25
56	24
57	23
58	22
59	21
60 or above	20

- Participants with ten or more years of continuous membership in good standing with a Participating Local Union or their predecessor Unions who are totally and permanently disabled and who have qualified for Social Security Disability Insurance Benefits under Title II of the Federal Social Security Act or the Canadian equivalent or other Federal, State or similar Provincial disability provision. If such qualification is denied, or the Board of Trustees deems that a Participant has good cause not to apply for Social Security Disability Insurance Benefits under Title II of the Federal Social Security Act or the Canadian equivalent or other Federal, State or Provincial disability provision, a Participant will be exempt upon submission of medical opinions from two doctors certifying that the Participant is permanently and totally disabled subject to review by the Board of Trustees.

A Participant who ceases employment within the jurisdiction of the GCC/IBT or Unifor Graphical Local Unions before meeting the requirements for exemption from contributions to the Fund may continue to pay all required contributions and all per capita taxes required by the Constitutions of the Participant's Participating Local Union and the GCC/IBT, Unifor or the IBT (whichever is applicable) and thus continue participation in this Fund. For the purposes of the Fund, such Participant will be treated as active (until he or she meets the requirements for exemption, as described above) and the amount of the death benefit will be based on his or her months of continuous active Fund participation at the time of death.

Death Benefits

The amount of the death benefit payable on behalf of a deceased Participant depends on the Participant's date of death, and the status of the Participant at the time of death, specifically, whether the Participant was in active or exempt status, when the Participant became exempt from the contribution obligation to the Fund and the number of years or months of continuous contributions to the Fund.

Following are the Schedules of Benefits for Participants who die on or after July 1, 2021. Death benefits payable on behalf of Participants who died prior to this date are governed by the Fund's rules as in effect at the time of death.

Schedule A. Benefits for Participants Who Are Active Contributors at Time of Death

<u>Months of Continuous Active Fund Participation at Death</u>	<u>Amount Death Benefit</u>
At least 1 but fewer than 7	\$1,165
At least 7 but fewer than 24	2,325
At least 24 but fewer than 36	3,340
36 or more	3,625

Schedule B. Benefits for Participants Who Attain Exempt Status on or After January 1, 2017

Years of Continuous Active Fund Participation at Death	Amount of Death Benefit
At least 1 but fewer than 4	\$1,380
At least 4 but fewer than 7	1,670
At least 7 but fewer than 10	2,180
At least 10 but fewer than 15	2,685
At least 15 but fewer than 20	2,975
20 or more	3,625

Schedule C. Benefits for Participants Who Attain Exempt Status on or After January 1, 1990 and Before January 1, 2017

Years of Continuous Active Fund Participation at Death	Amount of Death Benefit
At least 1 but fewer than 4	\$1,065
At least 4 but fewer than 7	1,290
At least 7 but fewer than 10	1,680
At least 10 but fewer than 15	2,075
At least 15 but fewer than 20	2,300
20 or more	2,800

Schedule D. Benefits for Participants Who Attain Exempt Status Before January 1, 1990

Years of Continuous Active Fund Participation at Death	Amount of Death Benefit
At least 1 but fewer than 4	\$1,000
At least 4 but fewer than 7	1,190
At least 7 but fewer than 10	1,625
At least 10 but fewer than 15	1,875
At least 15 but fewer than 20	2,065
20 or more	2,500

A Participant who becomes exempt from contributions due to service in the armed forces or due to disability is treated as exempt for the purposes of determining the benefit amount payable on his or her behalf. The date the Participant joins the armed forces or the entitlement date of disability benefits will be used in determining whether Schedule B, Schedule C or Schedule D applies to the amount of benefit payable.

The foregoing Schedules notwithstanding, no death benefit is payable on behalf of a Participant who, at the time of death, was not in good standing with his or her Participating Local Union pursuant to the terms of the Local Union's Constitutions and Laws or who was in arrears in the payment of per capita taxes, dues, assessments or any other money due or payable to his or her Participating Local Union or the GCC/IBT, Unifor or the IBT. Further, no death benefit is payable on behalf of a Participant who, at the time of death, was a member of a Participating Local Union that was in arrears in payment of any per capita tax or other monies due or payable to the GCC/IBT, Unifor, or the IBT on the member's behalf until that Participating Local Union is no longer in arrears in such payment.

Proof of Eligibility for Exempt Status or to Receive Benefits

Prior to being deemed exempt from contributions to the Fund, you or your Participating Local Union will be required to provide the BTF Administrator with proof that you have satisfied one of the conditions set forth above to become exempt from contributions to the Fund.

Prior to a death benefit being paid on behalf of a Participant, your Participating Local Union will be required to provide the BTF Administrator with proof of your eligibility to receive death benefits.

Naming a Beneficiary

It is important that each Fund Participant designate one or more beneficiaries to receive benefits under the Fund. All Participants in the Fund are required to complete a Designation of Beneficiary form provided by the Fund. The Designation of Beneficiary form must be signed by an officer of the Participant's Local Union or witnessed by a notary public. New Union members participating in the Fund will be requested to name a beneficiary upon completing an application for Union membership. Each Fund Participant will receive a Death Benefit Certificate listing the designated beneficiary(ies) on record.

In order to change a beneficiary, a new Designation of Beneficiary form must be completed and signed by the Participant and must be returned to the Participating Local Union. The Fund will recognize only the most recent completed Designation of Beneficiary form.

If no valid Designation of Beneficiary form is on file with the Fund at the time of a Participant's death, or if the designated beneficiary(ies) on the Designation of Beneficiary form is/are deceased on the date of the Participant's death or cannot be located after a diligent search, benefits will be paid in the following order of priority:

- Lawful spouse
- Estate
- In accordance with the Participant's lawful will provided the will is submitted to the Fund within sixty (60) days from the date a claim for benefits is received by the Fund
- Lawful children
- Mother and father
- Sisters and brothers

In the event the Participant's designated beneficiary dies subsequent to the date of the Participant's death but before the Fund has paid the death benefit on the Participant's behalf, the benefit will be paid to the Participant's contingent beneficiary if one has been designated. If no contingent beneficiary has been designated by the Participant, then the death benefit will be paid as if there were no valid Designation of Beneficiary form on file with the Fund in the order of priority set forth above.

If the death benefit is payable to more than one beneficiary or to more than one relative in a category listed above, the Fund will make a reasonable effort to distribute the benefit equally among them unless the Participant has indicated otherwise on his or her Designation of Beneficiary form. In any case, in the event one or more relatives in a category cannot be located or benefits cannot otherwise be paid, receipt of benefits by any one beneficiary, any relative, or by the executor or administrator of the deceased Participant's estate will release the Fund of all liability with respect to benefits payable on behalf of the deceased Participant. If it is not immediately evident to whom benefits under the Fund are payable, the Board of Trustees may withhold payment until an administrator or executor has been duly appointed and proof of such appointment is provided to the Trustees.

If the designated beneficiary(ies) and relatives listed cannot be located or are not living and there is no estate, any individual may present proof of payment for funeral expenses of the deceased Participant and be reimbursed for such expenses up to the amount otherwise payable to a beneficiary.

It is important that Participants submit a Designation of Beneficiary form to their Participating Local Union and keep it up-to-date. To receive a new form, contact your Participating Local Union or the Fund Administrator. Contact information for the Fund may be found under Additional Information in this booklet.

Benefit Claims

The beneficiary of a deceased Fund Participant must notify the Participating Local Union of the Participant's death and provide an official death certificate to the Participating Local Union as soon as possible. The Participating Local Union will then complete a death benefit claim form and forward it along with supporting documentation to the Board of Trustees on behalf of the beneficiary.

If a claim for benefits is denied, in whole or in part, the claimant will be provided written notice of the denial within 60 days of receipt of the claim by the Trustees. The written denial will state:

- (1) the specific reason(s) for the denial;
- (2) a reference to the specific Fund provision(s) on which the denial is based;
- (3) a description of any additional material or information necessary to perfect the claim and the reason why such additional material or information is needed; and
- (4) an explanation of the Plan's claim review procedure.

You or your duly authorized representative may request the Board of Trustees to review the denial. Your request must be in writing and must be received by the Fund Administrator within 180 days after receipt of the written denial of the claim or after the claim was made if you do not

receive any written notice from the Fund. Your written request for review must state: (1) participant's name and social security/insurance number; (2) your name and address; (3) the fact that you are appealing a decision by the Board of Trustees; (4) the date of the decision; and (5) the basis of the appeal, that is, the reason(s) why the claim should not be denied.

Additionally, upon written request to the Board of Trustees during this 180-day period, you or your duly authorized representative may review pertinent documents at the office of the Fund Administrator.

If your appeal is not filed within the required 180-day period, your right to a review of the denial is deemed waived and the decision of the Board of Trustees becomes final and binding.

Unless special circumstances require an extension of time, a decision on your appeal will be made by the Board of Trustees at their next regularly scheduled meeting following receipt of your appeal. In cases where the appeal is received within 30 days of the date of that meeting, a decision will be made by the second regularly scheduled meeting after receipt of the appeal. You will be notified promptly, in writing, of the decision of the Board of Trustees on your appeal.

Any lawsuit filed in state or federal court by or on behalf of a beneficiary for the alleged wrongful denial of benefits or for the alleged interference with ERISA-protected rights must be brought within two (2) years of the date the claimant's cause of action first accrues.

Taxation of Benefits

You should seek the opinion of a qualified tax advisor concerning taxation of benefits payable under the Fund.

Discretionary Authority of the Board of Trustees and Its Agents

In carrying out their responsibilities under the Fund, the Board of Trustees, the Fund Administrator and other individuals with delegated responsibility for the administration of the Fund, have the full and exclusive authority and discretion to interpret the terms of the Fund and to

determine eligibility and entitlement to Fund benefits in accordance with the terms of the Fund. Any interpretation or determination by the Board of Trustees will be given full force and effect unless it can be shown that the interpretation was arbitrary and capricious.

Right to Modify or Terminate Benefits and the Fund

Neither this Fund nor any of its benefits are guaranteed. The Board of Trustees reserves the right to change: (i) the Fund itself, (ii) the types and amounts of benefits under this Fund and (iii) the eligibility rules. The Fund may be discontinued and terminated in accordance with the Termination of Trust provisions of the Agreement and Declaration of Trust of the Graphic Communications Benevolent Trust Fund. The nature and amount of Fund benefits are always subject to the actual terms of the Fund as it exists at the time the claim occurs.

Governing Law

This Fund is created in the District of Columbia and all questions pertaining to the validity of construction of this Fund and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the District of Columbia except to the extent preempted by federal law.

Savings Clause

Should any provision of this Fund be held unlawful, or unlawful as to any person or instance, such fact shall not adversely affect other provisions of this Fund or the application of any provisions to any other person or instance unless such illegality shall make impossible the functioning of this Fund.

Titles

The title of any section or provision of this Fund is for convenience and reference only and is not to be considered in interpreting the terms and conditions of this Fund.

Additional Information

Name of Fund: Graphic Communications Benevolent Trust Fund

Name of Fund Sponsor: The Board of Trustees of the Graphic Communications Benevolent Trust Fund

Agent of Service of Legal Process: Board of Trustees

Type of Administration: In-house administration

Fund Administrator: Ayeshah Wright
Fund Administrator
Graphic Communications Benevolent Trust Fund
25 Louisiana Avenue, NW
Washington, DC 20001

Plan Number: 502

IRS Employer I.D. No.: 52-1632857

Plan Year: July 1 - June 30

Source of Financing: The Fund is financed by contributions from Participating Local Union members and investment income earned thereon. All monies, which are held in a trust fund, are used exclusively to provide benefits to beneficiaries of deceased Participants and to pay reasonable expenses incurred for operation of the Fund. The Board of Trustees periodically reviews the funding status of the Fund.

Organizations through which benefits are provided: All benefits are provided on a self-insured basis.

<u>Board of Trustees</u>	
Kurt Freeman President GCC/IBT 25 Louisiana Avenue, N.W. Washington, DC 20001	Steven Nobles Secretary-Treasurer/Vice President GCC/IBT 25 Louisiana Avenue, N.W. Washington, DC 20001
Alex Charles President Unifor Local 780-G 102-5783 176A Street Cloverdale, BC V3S 6S6 Canada	Denis Fournier President GCC/IBT Local 555-M 1831 Fleury East Montreal, QC H2B 1H7 Canada
Israel Castro Principal Officer GCC/IBT District Council 3 11420 E Nine Mile Rd Warren, MI 48089	Clark Ritchey Principal Officer GCC/IBT District Council 2 710 E Commonwealth Avenue Fullerton, CA 92831
Michael Consolino Principal Officer GCC/IBT District Council 4 455 Kehoe Blvd. Suite 110 Carol Stream, IL 60188	Stephen Sullivan President GCC/IBT Local 3-N 1073 Hancock St. Suite 303 Quincy, MA 02169
Marty Hallberg President GCC/IBT Local 1-B 654 Transfer Rd Suite 16 St. Paul, MN 55114	Eddie Williams President GCC/IBT Local 527-S PO BOX 641 Mableton, GA 30126
Patrick LoPresti President GCC/IBT Local 1-L 113 University Place New York, NY 10003-4586	

ERISA Rights

As a Participant in the Graphic Communications Benevolent Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all plan Participants shall be entitled to:

- **Receive** information about your plan and benefits.
- **Examine**, without charge, at the Office of the Fund and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts 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.
- **Obtain**, upon written request to the Fund Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan 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.

Prudent Actions by Fund 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 welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare 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. 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. Notwithstanding the foregoing, no legal proceeding may be filed in any court or before any administrative agency against the Fund, Plan or its Trustees or its designees unless all of the Plan's review procedures have been exhausted.

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.