

**GASTRONOMICAL UNION LOCAL 610 & METROPOLITAN
HOTEL ASSOCIATION PENSION FUND**

SUMMARY PLAN DESCRIPTION

Revised October 2015

**Gastronomical Union Local 610
& Metropolitan Hotel Association
Pension Fund**

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TO ALL PARTICIPANTS,

The Board of Trustees of the Gastronomical Union Local 610 & Metropolitan Hotel Association Pension Fund (“Fund”) is pleased to present you with this updated summary plan description (“SPD”) that summarizes the rules and regulations of the Fund’s Plan document (“Plan”). The Plan was established pursuant to collective bargaining agreements, or other written agreements, between the Employers and the Union. Plan benefits are funded by employer contributions (and earnings on those contributions) in accordance with those collective bargaining agreements, or written agreements, between Employers and the Union.

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

This booklet is not meant to be a substitute for the full text of the Plan document. If there are differences between this SPD and the Plan document, the Plan document will govern.

The Trustees will continue to advise you of any changes in the rules and regulations of the Plan as we try to provide you a greater measure of retirement security.

If you would like to have a copy of the Plan document, or if you have any questions about your benefits under the Plan, please call or write to the Fund Office.

Cordially,

**Board of Trustees of the Gastronomical Union Local 610 &
Metropolitan Hotel Association Pension Fund**

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INTRODUCTION

The Plan document (“Plan”), as restated, of the Gastronomical Union Local 610 & Metropolitan Hotel Association Pension Fund (“Fund”) provides several types of pensions and other benefits if you leave covered employment and the industry represented by the Union after having met the eligibility requirements for such benefits.

You are covered by the Plan if you are an employee that works under a collective bargaining agreement between a Contributing Employer and the Union, or a participating agreement entered with the Fund, and such agreement establishes the payment of contributions to the Fund. When this booklet refers to “you,” it assumes that you satisfy the conditions and eligibility requirements to receive benefits from the Plan. Please note that the monthly benefits you and/or your spouse may receive under the Plan will be in addition to any Social Security benefits you are entitled to receive.

The provisions of this document are subject to amendment and interpretation by the Board of Trustees and to the rules and procedures of the Plan in effect at the time of a claim. Only the Board of Trustees has the power to interpret, apply, construe, and amend the provisions of the Plan and make factual determinations regarding its construction, interpretation and application. Any decision made by the Board of Trustees is binding upon Employers, Employees, Participants, beneficiaries and all other persons who may be involved in or affected by the Plan. **Do not rely upon any statement regarding coverage or benefits under the Plan made by your Employer, Union agent or other person.**

Nothing in this booklet is meant to interpret, extend or change, in any way, the provisions of the Plan of benefits or the Plan’s governing documents. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant and in accordance with law.

HIGHLIGHTS OF PENSION PLAN

In general, the following benefits are available under the Plan:

- A Regular Pension pays your full retirement benefit if you retire at age 65 or, if later, your age on the fifth anniversary of your participation. This is referred to throughout the Plan as your “Normal Retirement Age.”
- An Early Retirement Pension is available if you retire between age 62 and 65 with at least 10 years of Pension Credits. The amount of such a pension will be reduced depending upon the age at which you retire.
- A Deferred Pension is available if you leave Covered Employment before retiring with at least five years of vesting service. You will be eligible to start a Deferred Pension as early as age 62, subject to the eligibility and reduction factors of an Early Retirement Pension, or at age 65.

- A Disability Pension is available if you become Totally and Permanently Disabled while working in Covered Employment. The amount of pension credits you need to be eligible for a Disability Pension depends on the age in which you become disabled. The monthly amount of a Disability Pension is the same as a Regular Pension.
- A Pre-Retirement Joint and Survivor Pension is payable to your spouse upon your death before retirement, if you have 5 years of vesting service.
- Standard Form of Payment – If you have been married for at least one year before the start of your benefit, you will receive your benefit in the form of a Joint and Survivor Pension, which is a reduced benefit payable in the form a monthly Pension for your life, with 50% of your monthly benefit payable to your surviving spouse for his/her life after your death. You may also waive the 50% Joint and Survivor Pension and elect a 75% Joint and Survivor Pension, and you will receive an adjusted monthly amount for life, with 75% of your monthly benefit payable to your spouse for his/her life after your death. If you are not married, your benefit will be paid in the form of a monthly Pension for your life with 60 months of guaranteed payments, to be paid to a designated beneficiary if you die before receiving 60 full months of payments.

PARTICIPATION

When can I become a Participant in the Plan?

If you are engaged in Covered Employment during the period in which your Employer contributes to the Plan, you will become a Participant in the Plan on the earliest November 30th or May 31st following completion of a 12-consecutive month period during which you completed at least five (5) months of Credited Service in Covered Employment.

If you lose your status as a Participant under the Plan, due to a One-Year Break-in-Service (*see* “Breaks in Service” Section), you may be eligible to be reinstated as an active participant by meeting the above requirements within the Plan Credit Year after the Plan Credit Year during which your participation termination. A “Plan Credit Year” is the period of June 1st- May 31st of each year.

What is Covered Employment?

Covered Employment means employment of an Employee by an Employer in a category covered by either a collective bargaining agreement, including such employment prior to the Contribution period, or any other agreement (such as a participation agreement between your employer and the Fund) requiring contributions to the Pension Fund. Employees of the Union itself that are subject to such a written agreement are considered employees working in Covered Employment.

PENSION BENEFITS

What types of benefits are available under the Plan?

The Plan provides the following types of benefits to eligible participants:

1. Regular Pension
2. Early Retirement Pension
3. Deferred Pension
4. Disability Pension

When am I eligible for a Regular Pension?

You are eligible to retire with a Regular Pension if you are 65 years or older and have accrued at least 10 pension credits.

What is the payable benefit amount for a Regular Pension?

For All Employees (except Hospital Del Maestro, Hospital Del Maestro X-Ray, and La Mallorquina Restaurant)

Effective for Participants with an Hour of Service on or after September 14, 1990, the monthly payable amount for a Regular Pension is \$7.50 times the number of pension credits you have accrued, not to exceed 20 pension credits. Once you have reached a maximum of 20 pension credits, you are eligible to receive \$150.00 per month upon retirement.

For example, if you have earned 18 pension credits as of your retirement date, your monthly pension benefit would be $\$7.50 \times 18 = \135 a month. The more pension credits that you earn, up to a maximum of 20 credits, the larger your monthly benefit will be upon your retirement.

Hospital Del Maestro and Hospital Del Maestro X-Ray Employees

For employees of Hospital Del Maestro and Hospital Del Maestro X-Ray, with an Hour of Service on or after September 14, 1990, the monthly payable amount is equal to (i) \$7.50 times the number of your pension credits earned before December 1, 2003, plus (ii) \$2.89 times the number of your pension credits earned on or after December 1, 2003; provided that the number of pension credits that are used in (i) and (ii) for determining your monthly benefit does not exceed 20 pension credits total. For the purposes of this calculation, only the first 20 pension credits earned under the Plan are counted.

For example, if you have earned 18 pension credits as of your retirement date, 14 credits of which were earned before December 1, 2003, and four (4) credits of which were earned on or after December 1, 2003, your monthly pension benefit would be $\$116.56 (\$7.50 \times 14) + (\$2.89 \times 4) = \116.56 .

Alternatively, if you earned 23 pension credits as of your retirement date, 19 credits of which were earned before December 1, 2003 and four (4) credits of which were earned on or after December 1, 2003, only one of those four (4) credits could be used in determining your monthly pension under (ii). Therefore, your monthly pension would be $\$145.39$ ($\$7.50 \times 19$) + ($\2.89×1) = $\$145.39$.

La Mallorquina Restaurant Employees

For employees of La Mallorquina Restaurant, with an Hour of Service on or after September 14, 1990 the monthly payable amount is equal to (i) $\$7.50$ times the number of your pension credits earned before December 1, 2003, plus (ii) $\$5.79$ times the number of your pension credits earned on or after December 1, 2003; provided that the number of pension credits that are used in (i) and (ii) for determining your monthly benefit does not exceed 20 pension credits total. For purposes of this calculation, only the first 20 pension credits earned under the Plan are counted.

For example, if you have earned 18 pension credits as of your retirement date, 14 credits of which were earned before December 1, 2003, and four (4) credits of which were earned on or after December 1, 2003, your monthly pension benefit would be $\$128.16$ ($\$7.50 \times 14$) + ($\5.79×4) = $\$128.16$.

Alternatively, if you earned 23 pension credits as of your retirement date, 19 credits of which were earned before December 1, 2003 and four (4) credits of which were earned on or after December 1, 2003, only one of those four (4) credits could be used in determining your monthly pension under (ii). Therefore, your monthly pension would be $\$148.29$ ($\$7.50 \times 19$) + ($\5.79×1) = $\$148.29$.

General “Application of Benefit Increases” Rules

Please note that the pension amount to which you are entitled is determined under the terms of the Plan in effect at the time you separate from Covered Employment. Please refer to the “Deferred Pension” Section of this SPD or contact the Fund Office to determine the benefit amount to which you would be entitled if you terminated Covered Employment prior to September 14, 1990.

For purposes of applying any benefit increase, you shall be deemed to have separated from Covered Employment on the last day of Credited Service which is followed by a One-Year Break in Service, except if you subsequently earn at least two (2) Pension Credits.

Notwithstanding the foregoing, if you separate from Covered Employment after attainment of age 62 with at least 10 Pension Credits, you shall be entitled to a pension as determined under the terms of the Plan in place when your pension becomes effective, **not** the Plan terms in effect on the date of your separation from Covered Employment.

Can I elect to defer payment of a Pension until after age 65?

Yes. You can elect to commence receipt of your pension benefits after Normal Retirement Age,

as long as that election does not postpone the commencement of benefits to a date later than April 1st of the calendar year following the calendar year in which you attain age 70½. This would arise automatically if you continue in Covered Employment after Normal Retirement Age or if you simply decided to elect to receive your benefit at a later date.

Please note that if you continue to work in Covered Employment after attaining age 70½, and consequently have not retired, notwithstanding the above, you do not have to start receiving your pension benefit until April 1st of the calendar year following the calendar year in which you retire.

If I elect to defer payment, how will my pension benefit be calculated?

If you choose to retire after Normal Retirement Age, the monthly payable amount for a Regular Pension will be the greater of 1) the pension benefit you earned as of your Normal Retirement Age, plus the additional monthly benefit attributable to accruals you earned after Normal Retirement Age or 2) the monthly benefit to which you were entitled as of the Normal Retirement Age, actuarially increased by the following amounts:

- 1% per month for the first 60 calendar months after Normal Retirement Age; and
- 1.5% per month for each month thereafter.

For example, assume that as of your Normal Retirement Age, you have earned a benefit of \$100 a month. Further, let's assume that after Normal Retirement Age, you accrue an additional three (3) years of pension credit under the Plan, and retire thereafter.

Under option #1, you would have a benefit of \$122.50 a month, because you would have received an additional three (3) years of pension credit earned at a rate of \$7.50 per year. $\$100 + (\$7.50 \times 3) = \$122.50$.

Under option #2, you would have a benefit of \$140.50 a month, because you would be entitled to an actuarial adjustment of 12% per year for the three (3) years you worked after Normal Retirement Age. Therefore, under the Plan, you would be entitled to a benefit of \$140.50 a month, which is the greater benefit under these two options.

Note: If you continue in Covered Employment past Normal Retirement Age, you may be subject to the Plan's suspension of benefit rules and the actuarial increase described above will not apply.

When am I eligible for an Early Retirement Pension?

You are eligible for an Early Retirement Pension if you are at least 62 years old and have accrued at least 10 pension credits.

What is the payable benefit amount for an Early Retirement Pension?

If you are eligible and elect an Early Retirement Pension under the Plan, the amount of your

pension benefit will be reduced by ½% for each month that you are less than 65 years old when your benefit commences.

Suppose, for example, that you are 62 years old and retire with 20 pension credits. As described in the above example under the “Regular Pension” section, this would entitle you to the maximum pension benefit of \$150.00 per month. Your monthly pension benefit will then be calculated as an Early Retirement Pension, as follows:

Regular Pension -- \$150.00
36 months younger than 65 x ½% = 18%
18% x \$150.00 = \$27.00
\$150.00 - \$27 = \$123.00 (Early Retirement Pension)

When am I eligible for a Deferred Pension?

You are eligible for a Deferred Pension if you have at least five (5) years of vesting service and at least one (1) Hour of Service as a Participant on or after June 1, 1999 or, if you do not have an Hour of Service for the aforementioned period, at least 10 years of vested service (five (5) years for Non-Bargained employees who have completed at least one (1) Hour of Service after January 1, 1989), notwithstanding your age at the time you leave employment covered by this Plan.

If you are eligible and elect to receive a Deferred Pension, you have the option of electing to begin your Deferred Pension either at your Normal Retirement Age, or as early as age 62, provided that you meet the same eligibility requirements that would apply if you elected an Early Retirement Pension.

What is the payable benefit amount for a Deferred Pension?

A Deferred Pension amount is determined according to the number of Pension Credits even though your eligibility is based on the number of years of vesting service. A Deferred Pension monthly amount is \$7.50 for each Pension Credit earned up to a maximum of \$150.00 (20 Pension Credits), which is the same amount to which you are entitled under a Regular Pension. For employees of Hospital Del Maestro, Hospital Del Maestro X-Ray and La Mallorquina Restaurant, the monthly amount is equal to the same amount governing these employees under the Regular Pension section of this SPD.

If you elect your Deferred Pension to commence at age 62, your monthly pension benefit will be reduced by ½% for each month you are less than 65 years old, and the same example as included in the “Early Retirement Pension” Section would apply.

The amount of your Deferred Pension is determined based on the benefit level in effect as of the date you terminated from Covered Employment, except as otherwise provided in the General “Application of Benefit Increases” Section above. If you terminated Covered Employment on or after the dates set forth below, you will receive the following annual benefit accruals for each year of pension credit:

- Effective September 14, 1990, \$7.50, maximum monthly benefit of \$150.00
- Effective January 1, 1990, \$6.25, maximum monthly benefit of \$125.00
- Effective June 1, 1986, \$5.00, maximum monthly benefit of \$100.00
- Effective June 1, 1984, \$4.50, maximum monthly benefit of \$90.00
- Effective January 1, 1981, \$3.50, maximum monthly benefit of \$70.00
- Effective June 1, 1980, \$2.30, maximum monthly benefit of \$46.00

When am I eligible to retire with a Disability Pension?

You are eligible to receive a Disability Pension:

- if you are deemed Totally and Permanently Disabled, as described below; and
- if you were engaged in Covered Employment within a period of 12 months prior to the onset of Total and Permanent Disability; and
- you are at least 40 years of age with at least 15 pension credits, provided that you worked in Covered Employment within a period of 12 months prior to the onset of Total and Permanent Disability; or
- you are at least 45 years of age with at least 10 pension credits, provided that you worked in Covered Employment within a period of 12 months prior to the onset of Total and Permanent Disability.

If you leave Covered Employment under this Plan due to Total and Permanent Disability, you must notify the Fund within 12 months from the onset of the Total and Permanent Disability.

When does a Disability Pension start?

If you have accrued 15 pension credits and become disabled before age 40, you will begin receiving your disability pension when you turn 40. If you have accrued 10 pension credits and become disabled before the age of 45, your pension payments will begin when you reach age 45. Otherwise, your disability pension will commence on the later of: 1) five (5) months after the month in which your disability began or 2) the first day of the month after your application for Disability Pension is filed.

What is the benefit payment amount for a Disability Pension?

The monthly amount for a Disability Pension is the same as a Regular Pension. A Disability Pension is paid for life. However, if you recover from your Total and Permanent Disability before the age of 65 and return to Covered Employment, or any other employment, your Disability Pension will be suspended beginning with the month after your disability ends.

Please note that no pension benefit shall be payable for any month in which you receive wage indemnification for disability from an Employer or an Employer-financed disability insurance

plan. Pension benefits payable for any month for which you receive the above-referenced payments shall be reduced by the amount of such disability payment.

What is the definition of Total and Permanent Disability?

You are considered Totally and Permanently Disabled based solely on your receipt of a Disability award from the Social Security Administration. The Trustees shall be the sole and final judges of total disability and of the entitlement to a Disability Pension.

If you are considering applying for disability benefits with the Social Security Administration, you should notify the Fund Office in writing. If you apply for a Disability Pension, you may also be required to submit to an examination by a competent physician or group of physicians selected by the Trustees. In addition, you may be asked to submit to periodic exams.

What is a (60) Sixty-Month Death Benefit?

If you are receiving a pension paid with 60 months of guaranteed payments under this Plan and die before having received 60 monthly payments, the difference between the 60 payments and the number of payments you received will be paid monthly to your designated beneficiary, until the total of 60 payments are completed. This death benefit does not apply to those who have elected the Joint and Survivor Pension.

What if the Fund overpays my benefit?

The Fund has the right to recover any overpayment it makes to you, your spouse or your designated beneficiary for any reason, including administrative error, mistake of fact or law, reliance on any false or fraudulent statement or information, or the payment of benefits after the death of a Participant or beneficiary to a person who is not entitled to the payments. An “overpayment” is any payment to a person who is not entitled to benefits, or payment in an amount greater than the benefits to which the person is entitled. The Fund has a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpayment, including amounts held by a third party, and by accepting benefits from the Fund, you, your spouse, or your designated beneficiary agree to cooperate with the Fund by reimbursing all amounts due.

The Fund may recover overpayments by offsetting future benefits owed to you, your spouse or your designated beneficiary, including death benefits, or by pursuing legal action against you, your spouse, your designated beneficiary or estate. The party to whom the benefits were paid shall be liable for all costs and expenses, including attorneys’ fees and costs, incurred by the Fund in connection with the collection of any overpayment. By accepting benefits from the Fund, you, your spouse, and designated beneficiary agree to pay such collection costs and also agree to waive any applicable statute of limitations defense regarding the enforcement of any of the Fund’s rights to recover overpayments.

ACCRUAL OF PENSION CREDIT AND VESTING SERVICE

Can I receive any pension credit for any work performed before a Contributing Employer contributed to the Fund on my behalf (i.e. Past Service Credit)?

Yes. If you were employed by a Covered Employer prior to its participation in the Fund, and you did work during that time for which the Covered Employer is now obligated to make contributions under the Plan, you may be eligible to receive Past Service pension credit for that period of employment.

For such work performed, you will be credited with one pension credit for each such calendar year of pre-contribution employment in which you worked a minimum of 40 weeks in employment covered under this Plan. However, to be eligible for Past Service pension credit, you must work for at least five consecutive years in Covered Employment after the Employer became a participating employer in the Fund and contributed to the Fund on your behalf.

In the event you do not qualify for a complete Past Service pension credit as stated above, due to the fact that you failed to work for 40 weeks, you will be granted one-quarter (1/4) of the pension credit every 10 weeks of Covered Employment.

You will also be granted Past Service pension credits if you engaged in covered employment under a collective bargaining agreement in effect during 1971 and 1972 and return to covered employment under this Plan, as long as you earn three (3) years of Future Service pension credits under this Plan.

How do I earn Future Service pension credit under the Plan?

For work performed before June 1, 1976

If you worked in Covered Employment before June 1, 1976, you will have earned a year of Future Service pension credit by working 40 weeks of Covered Employment within the Plan Year. If you are not entitled to a full year of pension credit, you shall receive one-quarter (1/4) of Future Service pension credit for every ten weeks of Covered Employment.

For work performed on or after June 1, 1976

If you work in Covered Employment, you shall be credited with a month of Service credit if contributions have been made on your behalf for that month or should have been made on your behalf for that month.

If an Employer made contributions on your behalf for each of the twelve (12) months in a calendar year, you will receive one (1) Future Service pension credit for that year. In the event you do not have the right to receive one (1) complete pension credit, due to the fact that you did not work all twelve (12) months of the year, then you will receive one-twelfth (1/12) of a pension credit for each month of the calendar year you worked as follows:

0.....	0
1.....	1/12
2.....	2/12
3.....	3/12
4.....	4/12
5.....	5/12
6.....	6/12
7.....	7/12
8.....	8/12
9.....	9/12
10.....	10/12
11.....	11/12
12.....	12/12

What does “years of vested service” and “Vested Status” mean?

Attaining Vested Status means that you have earned a non-forfeitable right to a pension benefit under the terms of the Plan. The Plan determines whether or not you have attained Vested Status based upon the number of “years of vested service” you have earned under the Plan.

How do I earn “years of vested service”?

You will be credited with a “year of vesting service” for each calendar year in which you work at least five (5) months in Covered Employment under the Plan, but only if the Employer for whom you are working is contributing to the Fund on your behalf. You will receive **no** “years of vesting service” for any work performed before the period of which the Employer was obligated to contribute to the Fund.

Further, if you work for a Contributing Employer in a job not covered under this Plan, and then you begin work for that same Employer in employment that is Covered Employment under this Plan, any Hours of Service earned after June 1, 1976 for that work performed prior to you entering Covered Employment will count towards a “year of vesting service.” The transition from non-covered work to Covered Employment described above must be continuous, meaning that there must be no quit, discharge or other termination of employment between the two periods in employment.

When do I earn Vested Status under the Plan?

You earn Vested Status if:

- 1) you attain Normal Retirement Age while in Covered Employment,
- 2) if you earn five (5) Years of Vesting Service under the Plan.

Please note that if you did not earn an Hour of Service as a Participant on or after June 1, 1999, you will not earn Vested Status unless you have completed 10 Years of Vesting Service. Further, if you are a Non-Bargained employee with an Hour of Service as a Participant on or after January 1, 1989, you will only need five (5) Years of Vesting Service.

Is the amount of any pension benefit under the Plan based on the “years of vested service”?

No. The amount depends on the number of pension credits that you would have accrued. See the “Pension Benefits” Section of this SPD for more details.

BREAKS IN SERVICE

Can pension credits and years of vesting service be lost or cancelled?

Yes. Pension Credits and Years of Vesting Service can be lost or cancelled in the event you have a break in employment or service. Following are the rules that govern a Break in Service:

A. General Rule

If you have a Break in Service or employment for one (1) year and that happens before you complete a minimum of five (5) years of vesting service (or if you have not accrued an Hour of Service on or after June 1, 1999, 10 years of vested service, (unless you are a Non-Bargained employee), your Years of Vesting Service and your pension credits will be cancelled. However, an interruption in service may be considered temporary and can be repaired by a sufficient amount of subsequent service. A longer interruption may have a permanent effect.

The rules set forth in subsections B and C govern service earned on or after June 1, 1976. Different rules governed Breaks in Service before June 1, 1976. Upon request, the Fund Office will inform you how the pre-July 1, 1976 Break in Service rules affect your pension credits and years of vesting service earned under the Plan.

B. Temporary Break (One-Year Break in Service)

Effective June 1, 1976 a one-year Break in Service occurs if you do not complete at least (2) two months of Covered Employment in any year. A one-year Break in Service should not be counted if you subsequently earn a year of vesting service. If such is the case, the credit that was cancelled due to the one-year Break in Service is reinstated.

C. Permanent Breaks in Service after June 1, 1976

If you incur a permanent Break in Service, all previous pension credits or years of vesting service you have earned will be cancelled, as well as your participation in the Fund. Cancellation of your participation in the Fund means that you are subject to the participation requirements for new employees entering the Plan if you resume Covered Employment. Once a permanent Break in Service has occurred, those “cancelled” years of vesting service and pension credits cannot be reinstated for any reason.

A permanent Break in Service occurs when you have consecutive one-year Breaks in Service (including at least one break occurring after the Plan credit year that ended on May 31, 1976) that equal or exceed the number of years of vesting service. For employees who attain Vested Status upon five (5) years of vesting service under the Plan, a permanent Break in Service occurs when they incur consecutive one-year breaks that equal a minimum of five years (5). For employees who attain Vested Status upon ten years of vesting service, a permanent Break in Service occurs when they incur consecutive one-year breaks equal to the greater of five (5) years or the number of years of vesting service with which they have already been credited.

For example: Suppose an employee that has six (6) years of vesting service stops working and needs ten years of vesting service to attain Vested Status. He continues to be inactive to the point where he has six (6) or more consecutive one-year Breaks in Service. At this time, the years of vesting service and pension credit he had accrued will be cancelled permanently.

Conversely, if the employee only had four (4) years of vesting service under the Plan, he would have to incur five (5) consecutive one-year breaks in service until a permanent break in service occurred. This example is applicable to both employees who attain Vested Status after five (5) or ten (10) years of vesting service.

Remember, once you are considered Vested under the Plan, your Vested Status cannot be taken away, nor can your pension credits be cancelled.

Will I incur a one-year Break in Service while on maternity or paternity leave?

If you need to be out of work because of pregnancy, labor, infant care, or adoption, you are entitled to a grace period of one (1) year to protect you from incurring a one-year Break in Service. In order to be entitled to this grace period, you must present the Fund with evidence of your absence from employment for any of the above reasons.

Further, if you are granted any leave of absence that qualified under the Family and Medical Leave Act (“FMLA”), it shall not be counted as part of a Break in Service for purposes of determining eligibility and vesting.

Can I earn years of vesting service and pension credits while on military leave?

Yes. The Uniformed Services Employment and Reemployment Rights Act (“USERRA”) provides reemployment rights and benefits and protection from discrimination if you, either by induction or as a volunteer, have entered military service in any branch of the uniformed services of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be treated as Hours of Service for all purposes under the Pension Plan, including vesting, benefit accrual and eligibility in accordance with law. To be entitled to reemployment rights and pension benefits under the USERRA, you must:

1. be absent from Covered Employment with an Employer because of your military service;

2. give advance notice of your service to your Employer, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances;
3. be absent for military service for five (5) years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war;
4. apply for a job with your Employer or another Employer within the requisite time period; and
5. satisfactorily complete military service, or receive a discharge or separation from service under other than dishonorable conditions, as defined by USERRA.

For periods of military service of less than 31 days or an absence due to a fitness exam, you must report back to Covered Employment not later than the first regularly scheduled work period on the first day after an eight hour break and after time for travel back home. For periods of service from 31 days to 180 days, you must reapply for Covered Employment within 14 days after military service. For service over 180 days, you must reapply within 90 days after completion of service. These limits may be extended under USERRA in particular circumstances.

If you die or are disabled while on military leave (on or after January 1, 2007) and cannot be reemployed within the time limits established by USERRA, you will be treated as if you had been reemployed on the day before your death or disability, and then terminated Covered Employment on the date of your death or disability. The Fund will credit your Service for all purposes under the Plan, including but not limited to participation, Vesting Service and benefit eligibility, to the maximum extent permitted by law.

STANDARD FORM OF BENEFITS AND SURVIVOR BENEFITS

What form of benefit is paid to a pensioner?

If you are single at the time you retire, your benefit is a pension payable to you for your lifetime on a monthly basis. This form of benefit is known as a single life Pension. This form of benefit also provides a 60-month guarantee of payment to a designated beneficiary, in the event of your death. See the “60-Month Death Benefit” Section above.

If you are married at the time you retire, the normal form of benefit is a 50% Joint and Survivor Pension payable to a surviving spouse. You also have the option to elect to receive your benefit as a 75% Joint and Survivor Pension. Both of these benefit options are described in detail below. There are also pre-retirement benefits described below, as well. Please note that effective September 16, 2013, for pre-retirement benefits and for retirements on or after that date, “spouse” includes a person that you are married to under the laws of the state or U.S. territory where you live or where the marriage was performed. “Spouse” may also include your former spouse under the terms of a Qualified Domestic Relations Order (see page 23 of this SPD).

What is a Joint and Survivor Pension?

The Joint and Survivor Pension is a pension payable to you for your life and then continuing to your spouse for your spouse's life. Under this form of benefit, your regular monthly pension benefit is reduced. In return for this reduction, when you die, 50% of the amount you were receiving will be paid to your spouse for his or her lifetime.

Important:

When you retire, if you are married, any such pension will be paid as a Joint and Survivor Pension, unless you and your spouse reject that form of payment in writing, before a Notary, no more than 90 days before the pension's effective date. If you and your spouse reject the Joint and Survivor Pension (or if you are not married), you will receive your pension without any reduction and at the time of your death, no additional payments will be made to anyone, unless you qualify for a 60-Month Death Benefit (see page 8 of this SPD). No consent shall be required if it has been demonstrated to the satisfaction of the Trustees that there is no spouse or the spouse cannot be located.

The following is an example of how this Joint and Survivor Pension works, assuming you retire with a Regular Pension at age 65, and you and your spouse have not rejected the Joint and Survivor Pension. For the purposes of this example, assume your spouse is 62 years old.

Example: Your Regular Pension pays \$150.00 monthly. After the Joint and Survivor Pension reduction, you will receive a monthly amount of \$133.00 for the rest of your life. The reduction applied is 90% of your benefit minus 0.4% for each year your spouse's age is less than you at retirement, and plus 0.4% for each year your spouse's age is greater than you. In this example, your spouse is 3 years younger than you at retirement, so the percentage reduction is 88.8% (90% - (3 x 0.4%)) and results in a benefit of \$133.00. Therefore, when you die, your spouse will continue receiving 50% of your monthly pension amount, or \$66.50, for his or her lifetime.

Please note that the reduction factor to be applied to a Joint and Survivor Pension that is paid out under a Disability Pension is different. The reduction will be 82% of your benefit minus 0.4% for each year your spouse's age is less than you at retirement, and plus 0.4% for each year your spouse's age is greater than you.

Under the same example, if you were eligible for a Disability Pension rather than a Regular Pension, the amount of your benefit would be \$121.00 a month (resulting from a reduction factor of 80.8% (82% - (3 x 0.4%))).

When you apply for a pension, you and your spouse will receive information about the amount of this benefit and the opportunity to accept or reject the Joint and Survivor Pension.

What is the 75% Joint and Survivor Pension?

When you retire, if you are married, any such pension will be paid as a 50% Joint and Survivor Pension, unless you waive the 50% Joint and Survivor Pension and elect to receive your benefit

as a 75% Joint and Survivor Pension. Under this form of payment, you will receive a monthly benefit for your lifetime and upon your death, your Surviving spouse will receive a lifetime benefit equal to 75% of the benefit you were receiving prior to your death. The monthly benefit you would have received as a Single Life Pension is reduced to account for your benefit being paid over two lifetimes.

The amount of the 75% Joint and Survivor Pension, for any pension except a Disability Pension, is determined by multiplying your Single Life Pension amount by 85%, minus 6/10 of 1% (0.6%) for each full year your spouse is younger than you or plus 6/10 of 1% (0.6%) for each full year your spouse is older than you, up to a maximum adjustment of 99% of the Single Life Pension. If you retire on a Disability Pension, the Single Life Pension is reduced by 74%, minus one-half of 1% (0.5%) for each full year your spouse is younger than you or plus one-half of 1% (0.5%) for each full year your spouse is older than you, up to a maximum adjustment of 99% of the Single Life Pension.

Example. Assume you retire with a Regular Pension at age 65 at retirement, and you and your spouse have rejected the Joint and Survivor Pension and elected the 75% Joint and Survivor Pension. For purposes of this example, assume your spouse is 62 years old. Your 75% Joint and Survivor Pension would be calculated as follows:

- Assume your Regular Pension (Single Life Pension) is \$150.00 monthly. After the 75% Joint and Survivor Pension Reduction, you will receive a monthly amount of \$125.00 for the rest of your life. The 75% Joint and Survivor Pension reduction is 85% less 0.6% for each year your spouse is younger than you. In this example your spouse is three (3) years younger than you at retirement, so the percentage reduction is 83.2% and results in a monthly benefit of \$125.00. When you die, your spouse will continue to receive 75% of your monthly pension amount, or \$94.00/month for his or her lifetime (75% of \$125.00).

Please note that the reduction factor to be applied to 75% Joint and Survivor Pension that is paid out under a Disability Pension is different. Under the example above, if you were eligible for a Disability Pension rather than a Regular Pension, the amount of your benefit would be \$109.00 a month, resulting from a reduction factor of 72.5% (74% - (3 x (0.5%))). After your death, your spouse would receive \$82.00/month (75% of 109.00).

What benefits is a survivor entitled to in the event the employee dies before the pension payments begin?

There are two types of survivor benefits. The first type is referred to as a Pre-Retirement Joint and Survivor Pension.

If you completed one hour of Covered Employment on or after August 22, 1984 and die after accruing five (5) years of vested service (that is, if you have earned an Hour of Service on or after June 1, 1999, if not, 10 years of vested service) and were eligible for a pension at the time your death, your surviving spouse, if any, will be automatically covered under the Pre-Retirement Joint and Survivor Pension. If at the time of your death you were not yet eligible for a pension, your spouse will have to wait until the month following the month in which you

would have turned 65 or 62 (the latter dependent on whether you had sufficient pension credits at your death to qualify for an Early Retirement Pension) in order to start receiving pension benefits.

The amount of the Pre-Retirement Joint and Survivor Pension would be the same amount to which you would have been entitled had you retired right before your death.

Payments to your spouse may be deferred if your spouse so requests. However, they cannot defer payment past December 31st of the year in which you would have reached age 70 ½. If payments are deferred, the amount of the benefit will be adjusted in accordance with the same actuarial adjustment factors set forth for a Participant who elected to retire after Normal Retirement Age.

Is the Joint and Survivor Pension or a Pre-Retirement Joint and Survivor Pension applicable to a new marriage?

If you are newly married at the time you retire under the Plan, your new spouse will be entitled to a Joint and Survivor Pension only if you were married on the date the pension became effective and were legally married for at least one year before your death. If you die before you have been married a year to your new spouse, your spouse will not receive any portion of the Joint and Survivor Pension.

In order for your surviving spouse to receive a Pre-Retirement Joint and Survivor Pension, you and your spouse must be married for at least one year before the participant's death.

You must provide a written statement of your marital status, that is, whether or not you are legally married, before the date your pension becomes effective. If you make a false statement, the Trustees are entitled to adjust the pension amount that would have been paid to the alleged surviving spouse in order to recover any excess of benefits paid incorrectly due to your false statement.

What happens to the Joint and Survivor Pension if the spouse dies or divorces the pensioner?

The Joint and Survivor Pension will be cancelled if your spouse dies or divorces you **before** you start receiving your pension. In these cases, the pension will be paid to the employee in the form of a Single Life Pension with a 60-month guarantee, with no reduction in the amount.

In the event your spouse dies or divorces you **after** you have already started receiving your Joint and Survivor Pension, the pension amount will not be altered.

In the event of a divorce, a Court may demand that the Fund pay part of the pension benefits to the divorced spouse. Please see the "Qualified Domestic Relations Order" Section on page 23 of this SPD for more details.

Important:

Notwithstanding the foregoing Section, if at the time you apply for benefits, the actuarial value of your benefit is less than or equal to \$5,000, the present value of the benefit will be

immediately distributed to you in a single cash payment, without regard to the waiver and consent requirements of a spouse as mentioned above. This rule shall also apply when a surviving spouse becomes eligible for a Pre-Retirement Joint and Survivor Pension.

If your surviving spouse commences her benefit under the Joint and Survivor Pension, and the remaining value of the benefit is less than \$5,000, your spouse may elect to receive her benefit in the form of single cash payment, as well.

EMPLOYMENT AFTER RETIREMENT – SUSPENSION OF BENEFITS

To what extent will I be able to work and continue receiving my pension?

Your monthly pension payments will be suspended for the period you decide to engage in certain types of employment. This type of work is known as prohibited or “Disqualifying Employment.” You will not be entitled to receive your pension benefits for any given month you are engaged in “Disqualifying Employment.”

“Disqualifying Employment” is:

Before Age 65:

- employment or self-employment with any Contributing Employer
- employment with an employer in the same or related business as any Contributing Employer
- self-employment in the same or related business as any Contributing Employer

After Age 65: Any self-employment or employment that lasts eight (8) or more days in any given month and that is classified as covered under a collective bargaining agreement between the Union and any Contributing Employer on the Island of Puerto Rico or the Virgin Islands. However, a Participant will not be subject to suspension of benefits resulting from Disqualifying Employment if the job category of employment is:

- not participating in the Plan at the time payments commence; or
- the employee is employed in a different job category than prior to the commencement of benefits; or
- the employee is employed in a different geographic area than prior to the commencement of benefits.

If you receive pension benefits during any month or months you engaged in “Disqualifying Employment,” the Fund will recover any benefit amount you received by applying a deduction to your future pension payments. If you die before the Fund can recover the total due amount, the pension benefits payable to your surviving spouse will be subject to withholding. The Fund will deduct 100% percent of the first pension payment made upon resumption after suspension, and will deduct no more than 25% of the monthly pension amount thereafter.

If the Trustees decide to suspend your benefits, you will be notified by either personal delivery or first class mail during the first calendar month in which benefits are withheld.

Employment Notification: All pensioners must notify the Plan in writing within 30 days after first engaging in any type of employment regardless of the number of days worked in any month (that is, whether or not less than eight (8) days in a month). The Trustees will make use of this information to determine whether the pension benefits will be suspended. If the Trustees learn that you are working and you have failed to submit sufficient information to help them come to a decision, the Trustees will presume you have worked a period of eight (8) days and will withhold payment of your benefits. When you submit the necessary information and the Trustees determine that you may continue receiving your pension benefits, the Fund will reinstate the payments retroactively, excluding the month or months in which you engaged in “Disqualifying Employment.” The Trustees shall inform Participant at least once every 12 months of the reemployment notification requirements as set forth in the Plan.

If you have had your benefit suspended due to Disqualifying Employment, you must notify the Plan when the Disqualifying Employment has ended. The Trustees have the right to hold back benefit payments until such a notice is filed with the Plan.

Any information regarding employment must be mailed to the Fund Office at 911 Ridgebrook Road, Sparks, MD 21152-9451, Attn: Gastronomical Union Local 610 & Metropolitan Hotel Association Pension Fund

Reinstatement of Suspended Benefits

Your pension benefits will be resumed once you leave “Disqualified Employment.” Your application or request for reinstatement must be forwarded in writing to the Fund Office.

Your pension benefits will be reinstated no later than the first day of the third month following the month in which you terminated “Disqualifying Employment.” At the time of reinstatement, the first pension payment will be effective on the month following the last month you terminated “Disqualifying Employment.” Your written request for reinstatement must include your complete name, social security number, starting date of “Disqualifying Employment,” and the date you want your pension reinstated.

Advanced notice of determination for disqualifying employment

If you are interested in knowing whether a specific employment type is disqualifying, you can request in advance a notice of determination. Your request will be processed in the same manner as any pension application, including full appeal rights, in accordance with the provisions set forth in this SPD.

Will my Social Security benefits be affected by this Plan?

No. Your Social Security benefits are paid independently. Likewise, the benefits under this Plan are not affected by Social Security benefits.

APPLYING FOR YOUR PENSION

How do I apply for my pension benefits?

The Fund will provide you with a pension application at your request. All pension applications must be submitted with ample time before the month you intend to retire. In order to accelerate the processing, submit your pension application as soon as you determine your date of retirement.

The Trustees are entitled to request proof or information considered necessary to arrive to a decision regarding your application. If you make a willfully false statement material to your application or furnish false information, benefits not vested under the Plan can be denied, suspended or discontinued. The Trustees shall have the right to recover any benefit payments to you made in reliance on any willfully false or fraudulent statement, information or proof submitted by you.

The Trustees shall be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees shall be final and binding on all parties. Wherever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and non-discriminatory manner.

When will I start receiving my pension benefits?

You will begin receiving your benefits the first day of the month after you have met all Pension Plan requirements and have sent your application on time, or 30 days after the Plan advises you of the available benefit payment options, whichever is later.

May I transfer a distribution from this Plan directly into another qualified retirement Plan or to an individual retirement account?

Because the Plan provides for distribution in lump sum form where the value of your pension is less than \$5,000, the Fund will provide you with additional information concerning such a distribution at the time that it is to be made, as set forth below.

All or part of certain distributions may be transferred (“rolled over”) directly from this Plan to another qualified retirement plan or to an individual retirement account in your own name. These are referred to as eligible rollover distributions. Eligible rollover distributions can be made directly to an eligible retirement plan (“direct rollover”). If you choose a direct rollover, you will not be liable at that time for federal income taxes on the amount transferred and the Plan will not be required to withhold taxes from the distribution.

Alternatively, distributions made to you, your Spouse, your former Spouse, or your non-Spouse beneficiary can also qualify as an eligible rollover distribution if you pay that amount, including all associated taxes withheld, to another eligible retirement plan within 60 days after you receive it. Such a payment is referred to as a “rollover distribution.”

Eligible retirement plans include an individual retirement account described in Section 408(a) of the Internal Revenue Code (“Code”), an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or a qualified trust described in Section 401(a) of the Code, that accept eligible rollover distributions. Effective January 1, 2007, your non-spouse beneficiaries may rollover any payment made to them by the Plan that the law allows to be rolled over to an IRA. The non-spouse beneficiaries must establish an “Inherited IRA” for the purpose of receiving this distribution. Effective January 1, 2008, a Roth IRA is also an eligible retirement plan for a direct rollover. There are special eligibility rules and tax consequences that are associated with a direct rollover to a Roth IRA. Contact the Plan for further information on rollover distributions. Effective June 1, 2011, an eligible retirement plan also includes an individual retirement account described in Section 1081.02(a) of the Puerto Rico Internal Revenue Code of 2011, as amended (the “PR Code”), an individual retirement Pension described in Section 1081.02(b) of the PR Code; a non-deductible individual retirement account discussed in Section 1081.03 of the PR Code or a qualified trust described in Section 1081.01(a) of the PR Code that accepts rollovers.

The following are not eligible rollover distributions:

1. Any distribution that is one of a series of payments to be made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your Spouse or other beneficiary. For example, your Normal monthly pension benefit (or any payment for arrears) cannot be rolled over; or
2. Any distribution that is one of a series of payments being made over a period of at least ten years; or
3. Any distribution that is a minimum distribution required to be made by law after you attain age 70½; or
4. The portion of any distribution that is not includable in your gross income; or
5. Payments made to someone other than an Employee, an Employee's surviving spouse, an Alternate Payee who is a spouse or former spouse as the result of a Qualified Domestic Relations Order.

When you are entitled to receive such a distribution from the Plan, the Fund Office will provide you with information about the distribution, any tax withholding requirements, and a form for you to elect to have an eligible distribution transferred directly to another qualified retirement Plan or to an individual retirement account. You should consult your tax advisor to get more specific information about the tax consequences of any distribution.

How will payments be made to me under the Plan if I am unable to care for myself due to either mental or physical incapacity?

If the Trustees determine that you, as a Pensioner or beneficiary, are unable to care for your affairs because of mental or physical incapacity, then the Trustees may, in their discretion, pay your benefits to any entity or individual the Trustees believe will provide for your maintenance and support. If a proper claim is made by you or your beneficiary's legal representative prior to any such payment, then the Trustees may pay your benefits to such representative instead.

DENIAL OF BENEFITS AND APPEAL

If my benefits are denied, do I have the right to appeal?

The claim denial procedure set forth below applies to all adverse benefit determinations issued by the Trustees, including a denial, reduction or termination of, or failure to provide or pay for, a benefit, as well as a decision based on a Participant's eligibility in connection with a claim.

How and when will I be notified of a claim denial?

In the event your claim is denied, wholly or in part, the Trustees will furnish you, within 90 days of filing of the claim, a written notice advising you of:

1. the specific reason(s) for the denial;
2. the specific Plan provisions on which the denial is based;
3. any additional information needed to perfect your claim;
4. a statement of the Plan's appeal procedure; and
5. a statement of your right to bring a lawsuit under ERISA if you decide to appeal and your appeal is denied.

If, due to special circumstances, the Trustees need more than 90 days to consider your claim, then the period for notification may be extended an additional 90 days provided the Trustees notify you, within the initial 90-day period, explaining the special circumstances and indicating the date by which a final decision is expected.

If my benefits are denied, do I have the right to appeal?

If your claim for benefits has been denied, you have the right to appeal the denial to the Board of Trustees, provided that you request such appeal in writing within 60 days from the receipt of the denial.

You should include in your written appeal all facts regarding your claim as well as the reasons you feel the denial was incorrect. You will receive, upon request and free of charge, reasonable

access to and copies of documents relevant to your claim. You may submit issues and comments in writing, and documents relating to your claim.

You may appoint an authorized representative to act on your behalf. To do so, you must notify the Trustees in writing of the name, address, and telephone number of the authorized representative.

The Board of Trustees, in making its decisions on claims and on appeals, will apply the terms of the Plan and any applicable guidelines, rules and schedules, and will periodically verify that benefit claims determinations are made in accordance with such documents, and where appropriate, are applied consistently with respect to similarly situated claimants.

The Board of Trustees will take into account all information you submit in making its decision. The Board will make its decision at the next regular meeting following receipt of your appeal, unless there are special circumstances, in which case the Board of Trustees will decide the appeal at its second regular meeting. If the request for review is received within 30 days prior to the meeting, then a decision may be made at the time of the second meeting following the request for review, or, if there are special circumstances, at the third meeting after the Board receives your appeal. If the Board of Trustees requires such an extension of time for review because of special circumstances, the Board shall provide you with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

The Trustees will send you notice of their decision in writing within five (5) days of the date of the decision. If the Board of Trustees denies your appeal, the notice will contain:

1. the specific reason(s) for the denial;
2. the specific reference(s) to the Plan provisions on which the denial is based;
3. a statement that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to your claim; and
4. a statement of your right to bring a lawsuit under ERISA.

The decision of the Board of Trustees is final and binding, subject only to judicial review. If you wish to file suit for a denial of your claim of benefits, you must do so within two (2) years of the date on which the Trustees denied your initial application or claim. If you wish to file suit for any other reason, you must do so within two (2) years of the date when the violation of the Plan terms is alleged to have occurred. Additionally, if you wish to file suit against the Fund or the Trustees, you must file suit in the United States District Court for the District of Puerto Rico. Please note, you cannot file suit against the Fund or the Trustees until you exhaust your administrative remedies by appealing to the Board of Trustees. If you do not exhaust your administrative remedies, you will waive your right to file suit. These rules apply to you and your spouse, and your beneficiaries, including your former spouse under a Qualified Domestic

Relations Order. This section applies to all litigation against the Fund, including litigation in which the Fund is named as a third party defendant.

Can I sell, transfer, or pawn my right to pension benefits?

No. These benefits may not be sold, transferred, or pawned nor used as a down payment for a loan. Generally, your rights are not subject to encumbrance nor can they be executed under any court sentence or decree of any kind. However, in the event you and your spouse divorce, the Fund is obligated to comply with any legal or valid order issued by a Family Relations Court to pay benefits to your ex-spouse, as described below.

DOMESTIC RELATIONS ORDERS

Pursuant to Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Fund is required to comply with certain qualified court orders (or judgments, decrees or approved property settlements), called Qualified Domestic Relations Orders (“QDROs”), requiring distribution of a Participant’s benefits under the Plan to an Alternate Payee in order to meet the Participant’s alimony, marital property rights or dependent support obligations.

When the Fund Office receives any judgment, decree, or order (including approval of a property settlement agreement) that requires the Plan to pay benefits to an alternate payee pursuant to a state or commonwealth domestic relations law, the Fund will notify the Participant and the Alternate Payee of the receipt of that judgment and the procedures for determining whether it is a QDRO. You can request a copy of the Fund’s QDRO procedures at any time from the Fund Office.

An alternate payee means any Spouse, former Spouse, child, or other dependent of a Participant recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan. To the extent provided in a QDRO, the former Spouse of a Participant can be treated as the surviving Spouse for purposes of a Joint and Survivor Pension or a Pre-Retirement Joint and Survivor Pension if the former spouse and Participant were married for at least one year as of the date of divorce.

The Fund will honor the judgment as a QDRO if it meets the following requirements:

- It must relate to the provision of child support, alimony, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant, and must be made pursuant to a state or commonwealth domestic relations law.
- It must clearly specify the name and last known address of the Participant and the mailing address of each alternate payee covered by the order.
- It must specify the amount or percentage of the Participant's benefits to be paid by the Plan to the alternate payee, or the manner in which the amount is to be determined.
- It must specify the number of payments or period to which the order applies, and each plan to which the order applies.

If you are a party to a QDRO, you should provide a copy of the QDRO to the Fund Office as soon as it is entered by the court. The Fund Office also strongly recommends that you send a copy of any draft QDRO to the Fund Office for review before it is entered by a court. The Fund Office will review the order and tell you whether the Fund would honor the order as a QDRO. This step will save you money and time.

ERISA REQUIRED PLAN INFORMATION

1. **PLAN NAME:** Gastronomical Workers Union Local 610 and Metropolitan Hotel Association Pension Plan
2. **PLAN SPONSOR:** Board of Trustees of the Gastronomical Workers Union Local 610 and Metropolitan Hotel Association Pension Fund

The following are the individual Trustees that make up the Board as of January 1, 2015:

Appointed by Union

Jason Rivera
Gastronomical Workers Union Local 610
P.O. Box 13037
San Juan, PR 00908-3037

Mildred Vazquez
Gastronomical Workers Union Local 610
P.O. Box 13037
San Juan, PR 00908-3037

Appointed by Employers

Desmond Massey
Fox Rothschild LLP
75 Eisenhower Parkway, Suite 200
Roseland, NJ 07068

3. **PLAN SPONSOR'S EMPLOYER IDENTIFICATION NUMBER:** 66-0308040.
4. **PLAN NUMBER:** 001.
5. **TYPE OF PLAN:** A defined benefit pension plan.
6. **PLAN YEAR ENDS:** May 31st.
7. **PLAN ADMINISTRATOR:** Board of Trustees of the Gastronomical Workers Union Local 610 and Metropolitan Hotel Association Pension Plan, 911 Ridgebrook Road, Sparks, MD 21152-9451; Tel: (866) 424-5610.
8. **AGENT FOR THE SERVICE OF LEGAL PROCESS:** Board of Trustees of the Gastronomical Workers Union Local 610 and Metropolitan Hotel Association Pension Plan, 911 Ridgebrook Road, Sparks, MD 21152-9451; Tel: (866) 424-5610.
9. **TYPE OF PLAN ADMINISTRATION:** The Board of Trustees employs Associated Administrators, LLC to provide administrative management services.

10. **FUNDING MEDIUM:** The assets of the Fund are held in a trust administered by the Board of Trustees. The assets of the Fund are used to pay benefits and the administrative expenses of the Fund. The Board has delegated management of Fund assets to its investment consultant and investment managers.
11. **SOURCES OF CONTRIBUTIONS TO PLAN:** The Plan was established and is maintained pursuant to Collective Bargaining Agreements between the Union de Trabajadores de la Industria Gastronómica de Puerto Rico, Local 610 of the Hotel, Restaurant Employees and Bartenders International Union, AFL-CIO. Employers that have agreed to make contributions to the Plan on behalf of their covered Employees. Copies of the Collective Bargaining Agreements (Contracts) pursuant to which contributions are made to the Plan are also available for examination at the Fund Office, and may be obtained upon written request.
12. **PARTICIPATING EMPLOYERS:** Upon written request to the Fund Office, you may receive a complete list of contributing employers and employee organizations as well as information as to whether a particular employer or employee organization is a sponsor of the Fund, and if so, the address of the employer or employee organization.
13. **PLAN BENEFITS PROVIDED BY:** Gastronomical Workers Union Local 610 and Metropolitan Hotel Association Pension Fund
14. **HOW TO FILE A CLAIM:** Application for all benefits must be made in writing on forms that should be obtained from the Fund Office. You may secure such forms by writing, telephoning or visiting (during the hours of 8:30 AM to 4:30 PM, Eastern Time, on regular business days) at the Fund Office. The address is:

Gastronomical Workers Union Local 610 and Metropolitan
Hotel Association Pension Fund
c/o Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152-9451
Tel: (866) 424-5610

No benefit payment will be due prior to the first day of the month following the date a signed application is received at the Fund Office.

15. **REVIEW OF ADVERSE BENEFIT DETERMINATION:** If you submit a benefit application to the Fund Office and it is denied, reduced or terminated, in whole or part, or an adverse decision is made regarding your eligibility in connection with a claim, you will be so notified. More specific information regarding this procedure may be read in the “Denial of Benefits and Appeal” Section of this booklet.

PENSION BENEFIT GUARANTY CORPORATION (PBGC) INSURANCE

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15.00. The PBGC's maximum guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850. The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five (5) years at the earlier of (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Trustees or contact the PBGC's Technical Assistance Division, 1200 K. Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 1-800-400-7242 toll free. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242 toll free. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

PLAN TERMINATION

While the Union and the Employers expect the Plan to continue, the Trustees have the authority to terminate the Plan, in which case benefits will be provided only to the extent that the Fund hold sufficient assets (including future payments of employer withdrawal liability, if any) to pay benefits. Nevertheless, any benefits then accrued at the time of termination, to the extent funded,

shall become 100% Vested and non-forfeitable. In the event of termination, your rights and distributions of Plan assets will be determined under the terms of the Trust and applicable law.

***YOUR RIGHTS UNDER ERISA
INFORMATION ABOUT YOUR PLAN AND BENEFITS***

As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

1. Receive information about your Plan and benefits;
2. Examine, without charge, at the Fund Office and at other specified locations, such as Union halls and work sites, all Plan documents, including insurance contracts, 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 Pension and Welfare Benefit Administration.
3. Obtain upon written request to the Fund Office, 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 an updated Summary Plan Description. The Trustees may make a reasonable charge for the copies.
4. Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each Participant with a copy of this summary annual report.
5. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally age 65) and, if so, what your benefits would be at your Normal Retirement Age if you stopped working under the Plan now. If you do not have a vested right to a pension, the statement will tell you how many more years you have to work to get a vested right to a pension. This statement must be requested in writing and it is not required to be given more than once every 12 months. The Plan must provide this statement free of charge.

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 the other Plan Participants and beneficiaries.

No one, including your employer, your union, or any other person, may terminate your employment (or otherwise discriminate against you in any way) to prevent you from obtaining a benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a pension benefit is denied, 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 Trustees 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 Trustees. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state, commonwealth or federal court. However, before you can file suit, you must exhaust your administrative remedies (that is, file on appeal). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a Domestic Relations Order, you may file suit in federal court. If it should happen that 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 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.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Fund Office. 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.