



## **Annuity Trust Summary of Material Modification**

Date of Notification: August, 2021

To: All Annuity Plan Participants

Please note the following Plan changes which have taken effect thus far in calendar year 2021.

### **Qualified Domestic Relations Order (QDRO) Effective 4/1/2021**

In the event you are a party to a proposed Qualified Domestic Relations Order (QDRO) and require account balance information applicable to any time prior to January 1, 2020, or if the order assigns to the Alternate Payee an amount from the Participant's account balance as of a date prior to January 1, 2020, the parties will be charged an additional fee of One Hundred and Sixty Dollars (\$160). This amount, which is in addition to the \$600 processing fee, is required by the Fund in order to cover the cost of obtaining balance information applicable to any date prior to January 1, 2020 from the Fund's former record keeper, Mass Mutual (now known as Empower). Should Empower increase the fee charged to Fund for such service, the additional amount charged to the Participant and Alternate Payee will automatically be increased in kind.

### **Reciprocity Procedures Effective 1/1/2021**

- 1. Plan Participants who travel outside of IWDC of SOV jurisdictional area – money follows the man.** In the event participants in the Trusts' benefit plans travel outside of the Trusts' jurisdictional area for work (referred to as the "Visited Local"), the Trusts adhere to the "money follows the man" principle. The Trusts' Election Card to be completed by the participant will reflect that they must choose which of the funds are reciprocated back to the Trusts, if any.
- 2. Travelers from other Locals including Members who Transferred out of IWDC of SOV jurisdictional area who travel into the IWDC of SOV jurisdictional area.** With respect to those individuals who travel into the Trusts' jurisdictional area for work (referred to as "Travelers"), if contributions are received on the individual's behalf, pursuant to the Iron Workers International Reciprocity Agreement, the individual may request that those contributions made on his behalf be transferred to his home fund by completing a reciprocity card. The reciprocity card provides the Trust's direction on the funds that should be sent to the home fund. In the absence of a reciprocity card, all funds will remain here. This means that Travelers have the choice to reciprocate any or all funds back to their home fund. If a reciprocity card is not completed within one year of receipt of contributions, those funds cannot be transferred back to the home fund.

For those Travelers who previously established participation in any of the Trusts' plans, but who are no longer working within the Trusts' geographic area, the Trusts will not accept contributions on their behalf to any or all of the Trusts' plans. In this regard, effective January 1, 2021, the Trusts will no longer accept any contributions for work hours on and after January 1, 2021, for any Traveler who previously elected to have fringes contributed to all or any of the Trusts despite the fact they are no longer working in the Trusts' jurisdictional area. If contributions are received, they will be returned to sender.

## **Board of Trustees**

The Board of Trustees is currently comprised of the following individuals:

<b>Iron Workers Local Union No.</b>	<b>Union Trustees</b>	<b>Employer Trustees</b>
22	John Whitaker	Scott Hermesch
44	David Baker	Mark Douglas
70	Tommy Carrier	Mark Bishop
147	Ron Starkey	Robert Fruchey
172	Benton Amburgey, Jr.	Craig Wanner
290	Jeffrey S. Bush, Sr.	John Hesford
292	Robert Kara	Ronald Fisher
769	Russell Montgomery	Scott Massie
787	Bradley Winans	Clinton Suggs

Sincerely,

**BOARD OF TRUSTEES**

*This SMM is intended to provide you with an easy-to-understand description of certain changes to the Plan. This SMM, of course, cannot contain a full restatement of the terms and provisions of the Plan. If any conflict should arise between this SMM and the Plan, or if any provision or feature is not discussed in this SMM or is only partially discussed, then the terms of the Plan will govern in all such cases.*

*The Board of Trustees reserves the right to amend the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason, in accordance with applicable law, the amendment procedures established under the Plan, and the Trust Agreement.*

*The Board of Trustees (or its duly-authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the Plan and decide all matters arising under the Plan.*