

# ANNUITY & SAVINGS PLAN

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## **HRSA-ILA ANNUITY & SAVINGS PLAN**

### **Introduction**

The Hampton Roads Shipping Association and the International Longshoremen's Association established the Annuity & Savings Plan in 1996 to help provide for the retirement security of ILA members.

The purpose of the HRSA-ILA Annuity & Savings Plan (the "Plan") is to give eligible employees the opportunity to save for their retirement on a pre-tax and after-tax basis. The Plan benefits will be payable in the event of your retirement, disability, death, attainment of normal retirement age, or undisputed permanent termination of employment with participating employers. The Plan is for the exclusive benefit of eligible employees and their beneficiaries.

Highlights of the Plan are on the next page and are followed by a description of the Plan in more detail. After the Plan description is a series of questions and answers that are aimed at answering questions that are most often asked by Plan participants. At the end of the booklet is a section on Plan administration.

Please read this booklet carefully. If you are married you may wish to discuss its contents with your spouse. If any details are not clear or if you have any questions, you may contact MassMutual (the "Service Company") at 1 (800) 743-5274 or the HRSA-ILA Participant Services Department at (757) 457-7090. The MassMutual website address is [www.retiresmart.com](http://www.retiresmart.com).

### **Highlights**

Your HRSA-ILA Annuity & Savings Plan provides you with the right to receive your account balance when you retire, attain normal retirement age, become permanently disabled, or have an undisputed permanent termination of employment from all participating employers. In the event of your death your account balance will be paid to your beneficiary. Your account balance is comprised of any pre-tax contributions, after-tax contributions, rollover contributions, employer contributions, and investment gains and losses. Your account balance is payable in a lump sum or as monthly income for life (an "annuity"). If you elect an annuity and are married, payments may be made over the joint lives of you and your spouse or you and your spouse may elect other payment options.

You are 100% vested in your account balance at all times. In the event of your death, your account balance is payable to your surviving spouse in the form of a life annuity (unless your spouse elects otherwise). If you are unmarried, or you and your spouse consent to a designated beneficiary other than your spouse, your account balance is payable to your designated beneficiary. These important features are explained in more detail on the following pages.

**This description of your Plan summarizes the official Plan documents. We have tried to write this summary in clear, understandable and informal language. However, you should refer to the official Plan documents for more information about your benefits. In the event of conflict between the information in this summary and the official Plan documents, the Plan documents will govern.**

## **Eligibility and Active Participation in the Plan**

You may become a participant in the Plan if:

- you are an employee of a member of the Hampton Roads Shipping Association (the "Employer Association") covered by the Collective Bargaining Agreement (CBA), or of the Employer Association, the International Longshoremen's Association and/or its affiliated locals in the Port of Virginia and vicinity, or the Administrative Office of the Plan;
- your employer participates in the Plan;
- you are not a leased employee or a nonresident alien employee; and
- you are employed in the industry (see further discussion on page 52).

You will become a Plan participant upon filing an application with the HRSA-ILA administrative office. You may elect to participate at any time, but you should allow at least 10 working days for a payroll deduction to begin after filing your election form. If you do not elect to participate when you are first eligible, you may file an election to begin at any time.

Once you elect to participate, you will remain in the plan for as long as there is a balance in your account.

## **Vesting Service**

All contributions to your account balance are fully vested at all times.

## **YOUR ACCOUNT BALANCE**

Your benefit under the Plan is based solely on your account balance. Your account balance generally is made up of your pre-tax elective contributions, after-tax contributions, non-discretionary employer contributions, rollover contributions, and investment gains or losses on the account.

## **Contributions by Employee**

You may participate in the Plan by electing to defer a percentage of your wages (that is, "compensation" as defined below) into the Plan with pre-tax dollars. You may contribute as little or as much as you can afford up to the annual maximum pre-tax contribution. The annual maximum pre-tax contribution level is \$18,000 for 2015. If fifty or older, an additional \$6,000 elective deferral is permitted. After 2015 the limit will increase from time to time pursuant to IRS approved cost-of-living adjustments. These contributions cannot be forfeited for any reason. You may change or discontinue your rate of contributions at any time by submitting an Annuity & Savings Deferred Salary Agreement. If you are enrolling in the plan for the first time, you must also submit the Annuity & Savings Plan Participant New Enrollment form.

You may also elect to make after-tax contributions. You may contribute as little or as much as you can afford up to an annual "maximum contribution" limit (see page 52).

Annuity & Savings forms can be obtained from the HRSA-ILA website, [www.hrsa-ila.com](http://www.hrsa-ila.com), from the Interactive Voice Response System by dialing (757) 423-3090, or by contacting Participant Services at (757) 457-7090.

**NOTE: Contributions to your account balance may be reduced to your "maximum contribution" authorized under the Internal Revenue Code (see page 52). Generally, the**

**limit will be the lesser of \$52,000 (as adjusted for inflation) or 100% of your W-2 compensation.**

## **Contributions by Employer**

If you are employed under the collective bargaining agreement or for a participating employer, you may become eligible for employer contributions to your account. The amount of the employer contribution and when contributions begin depend on when you were first hired and your work hours during a contract year.

- If you began work under the collective bargaining agreement as of October 1, 1993 your employer will contribute 80¢ for each hour that you work on or after October 3, 1996.
- If you began work under the collective bargaining agreement after October 1, 1993 but before October 1, 2013 your employer will contribute 50¢ for each hour you work beginning on October 1, 2004 following the contract year in which you first work at least 1100 hours.
- If you began work under the collective bargaining agreement after September 30, 2013 you must work at least 2000 hours during a 24-month period to qualify for employer contributions. The first 24-month period is measured from your first hour of service. Thereafter, the 24-month period is measured by calendar year. Your employer will contribute 50¢ for each hour worked beginning on January 1 after you have satisfied the above requirement or, if earlier, six months after you have satisfied the above requirement.
- Beginning on October 1, 2004, you will receive 80¢ for each hour worked after you have qualified for and received benefits from the HRSA-ILA Container Royalty Fund.

## **Rollover Contributions**

Distributions from certain qualified employee benefit plans may be rolled over into the Plan. If you participated in a qualified plan before you began working on the waterfront, consult the administrator of that plan for information on distribution options. Contact MassMutual or Participant Services for more detailed information.

## **Investment of Contributions**

You have the opportunity to direct the investment of your own contributions and your employer's non-discretionary contributions (if any) from among various funds available to you under the Plan. MassMutual will provide you with information about the investment alternatives available to you.

## **DEDUCTIONS FROM YOUR PLAN BENEFIT**

Your Annuity & Savings Plan benefit has certain deductions that are made from any distributions you receive from the Plan. Federal and state taxes are withheld based on the elections you make at the time you apply for withdrawal.

The Plan will also make deductions from your account where required to by law, for example in the case of child support and spousal support orders. However, these will only be honored if they meet the definition of a Qualified Domestic Relation's Order ("QDRO"). If the Plan receives such a document, the Plan will perform a review to determine if the order does qualify for a QDRO status. Either way you will receive letters notifying you that the Plan has received these types of documents and whether or not the document qualifies for QDRO status.

If pursuant to a QDRO the spouse or ex-spouse ("Alternate Payee") of a Participant is entitled to receive a distribution of benefits from the Plan before the Participant is entitled to receive a distribution of the benefits, the Alternate Payee shall be deemed to be a "permanently terminated employee" and a Distribution Event shall be deemed to have occurred with regards to the Alternate Payee.

If you owe federal or state taxes the federal or state taxing authorities may "levy" your Plan benefit in order to pay the taxes. If this happens, the Plan must honor such levies.

Your account balance (consisting of mandatory employer contributions, if any, employee elective deferrals, employee after-tax contributions, rollover contributions, and investment gains and losses) will be reduced by \$12.50 per quarter to pay the Plan's general operating expenses.

## **BENEFITS**

### **Payment of Benefits**

Payment of your entire account balance under the Plan is available to you upon your retirement, attaining normal retirement age, undisputed permanent termination of employment with all participating employers (see further discussion on page 54), death, or permanent disability.

A Plan distribution that is requested as a result of your permanent termination of employment from all participating employers will not be made until six months after you complete a distribution request, or your last employment or receipt of temporary disability benefits, whichever is later. If you return to employment for a participating employer following your undisputed termination of employment and prior to the distribution, the distribution will not be made. If you have not worked for 24 months, the six months noted above will be waived.

You will attain your normal retirement age on the first of the month after you reach age 62 or, if later, the fifth anniversary of the first day of the Plan year in which you become a Plan participant.

You may postpone your retirement for Plan purposes beyond your normal retirement age. No distributions are required to be made before April 1 following the calendar year when you attain age 70-1/2.

### **Disability Benefit**

If the Board of Trustees, based on substantiation satisfactory to the Trustees, determines that you have a permanent disability that prevents you from being employed in the industry, you become eligible to request a Plan distribution.

### **Death Benefits**

If you die before your Plan benefits begin, your beneficiary(ies) will be entitled to receive 100 percent of your account balance. If you die after you begin receiving your benefits in the form of an annuity, your beneficiary will be entitled to receive a death benefit only to the extent that your annuity provides for a death benefit. Generally, the death benefit is payable within five years of death or in installments for the life of the beneficiary.

Beneficiaries are named on a Beneficiary Form available from, and filed with, HRSA-ILA Participant Services Department. If you are married and choose a beneficiary other than your spouse, the written consent of your spouse witnessed by a notary public is required. If spousal consent is not obtained, your account balance will be used to purchase an annuity for the life of your spouse, unless your spouse elects an alternative method of distribution, as indicated under "Distribution Options."

Effective October 1, 2012 a spousal beneficiary designation will automatically terminate in the case of divorce unless a Qualified Domestic Relations Order provides otherwise. (see page 55)

### **Distribution Options**

Upon your retirement, attainment of normal retirement age, undisputed permanent termination of employment with all participating employers, disability, or death, upon notification of the Trustees, you (or your beneficiary in the case of your death) will receive a written explanation of the optional forms of distribution of your benefit. Your options are as follows:

- (1) lump sum;
- (2) annuity:

- payments over your life;
  - payments over your life with a period certain (up to 15 years);
  - payments over your life and the life of your non-spouse beneficiary;
  - 50% to 100% Joint and Survivor Annuity (payments over your life and the life of your surviving spouse). A joint and survivor annuity provides a reduced monthly income to you in order to provide a benefit for your spouse. Under this form, your monthly benefit is reduced so that payments may be made over two lifetimes, yours and your spouse's. The amount of the reduction depends on your age and your spouse's age when your monthly benefits begin. If you die before your spouse, your spouse will receive monthly payments for life, equal to 50% -100% of the payments you have been receiving (depending on the option you have selected). If your spouse dies before you, payments will end at your death;
- (3) installments - monthly, quarterly, semi-annual, or annual cash installments over a period not to exceed your life expectancy (or the life expectancy of you and your beneficiary); or
- (4) rollover distribution to another qualified plan or IRA. This is not available if you have named beneficiaries other than a spouse, who may roll over to an IRA.

**If you are married and elect an annuity, your benefit will be distributed in the form of a 50% Joint and Survivor Annuity with your spouse as the beneficiary, unless a notarized spousal consent form is filed with the Plan Administrator.**

You may also choose to leave your account balance invested with MassMutual for as long as you like. After age 70 and six months, you will be required to make withdrawals.

### **Applying for Benefits**

Before you receive a distribution, you must fill out an application and submit it to HRSA-ILA Participant Services. When you wish to apply for Plan benefits, contact HRSA-ILA Participant Services and request a distribution form.

### **Appeal of a Denied Claim**

If you or your beneficiary is denied an application or a claim for benefits, you have the right to file an appeal. Within 60 days after the denial you may file a written request for review with the Board of Trustees setting forth the reasons why you feel the application or claim was improperly denied. The Trustees, within 60 days after receiving your request for review, will review the appeal and will send their written decision including the reasons for their decision. The Board of Trustees has the exclusive authority to make decisions regarding any question, interpretation and application of the Plan provisions and is responsible for seeing that the Plan provisions are applied in a uniform manner. In connection with the review, the claimant or a representative has the right to review pertinent Plan documents and submit issues and comments in writing. In the event of special circumstances, the time for a response may be delayed for an additional period of up to 60 days.

### **IN-SERVICE WITHDRAWALS**

Once you obtain normal retirement age you may withdraw any contributions made to your account credited as of the first of the calendar month (but not the earnings thereon). No more than 2 withdrawals may be made within any calendar year. Each withdrawal must not be less than \$200 and be in multiples of \$25, unless you are withdrawing your total withdrawable amount.

If you withdraw your total withdrawable amount, you may not continue to make contributions for that year. A partial withdrawal will not impact eligibility to make your pre-tax contributions.

## **CONTRIBUTION LIMITATIONS**

### **Maximum Contribution Rule**

For plans such as the HRSA-ILA Annuity & Savings Plan, the Internal Revenue Code establishes the maximum contribution that a contributing employer can make (including elective deferrals and after-tax contributions) for the benefit of any individual per year. Generally, the amount contributed on your behalf for a given year may not exceed the lesser of \$52,000, or 100% of your W-2 compensation.

This limitation applies to all contributions under all qualified defined contribution plans maintained by your employer and its affiliates. If this limit is exceeded, contributions on your behalf will be reduced.

### **Test for Nondiscrimination**

In order to qualify for favorable tax treatment, the Internal Revenue Service requires this type of retirement plan to meet special nondiscrimination tests each year. The tests are designed to assure that the level of contributions under the Plan do not discriminate in favor of highly compensated employees.

If the contributions are considered discriminatory, it may become necessary to limit or return your contributions, and you will be notified.

### **Administrative Fees**

As of April 1, 2012, Administrative Fees of \$12.50 per quarter are charges to your account balance. Fees will be reported to you in the calendar quarter following the quarter in which the charge occurs. Please note that these Administrative Fees are not included in the total annual operating expenses of any of the designated investment options offered under the Plan.

The Plan may impose certain charges against individual participants' accounts rather than charge them against the Plan as a whole. Any fee or expense charged against your account will be reported to you on in the calendar quarter following the quarter in which the charge occurs.

## **QUESTIONS OFTEN ASKED ABOUT THE HRSA-ILA ANNUITY & SAVINGS PLAN**

### **How do I know if I'm covered by the Plan?**

You are covered by the Plan if:

- you are an employee of a member of the Hampton Roads Shipping Association (the "Employer Association") and covered by the Collective Bargaining Agreement, or of the Employer Association, the International Longshoremen's Association and/or its locals in the Port of Virginia and vicinity, or the Administrative Office of the Plan;
- your employer is participating in the Plan;
- you are not a leased employee or a nonresident alien employee; and
- you are employed in the industry.

You will become a Plan participant upon filing an application with the HRSA-ILA Participant Services Office. There is no minimum required age or hours of work to be eligible to participate in the Plan.

A list of employers who participate in this Plan is available for inspection at the Administrative Office of the Plan during normal working hours from 8:30 a.m. to 5:00 p.m. You may request in writing a copy of this list and it will be sent to you with a charge to cover the copying costs.

### **What is employment in the industry?**

You are employed in the industry while you are engaged in any of the following types of employment:

- employment by one or more present or former members of the Hampton Roads Shipping Association ("Employer Association") in the Port of Virginia and vicinity under a Collective Bargaining Agreement that calls for contributions to be made to the Plan (the "Collective Bargaining Agreements");
- employment in the Port of Virginia and vicinity by the ILA and/or its affiliated locals in the capacity of a union representative or in a non-ILA staff position;
- employment by the Employer Association or the Administrative Office of the Plan; and
- employment by a member of the Employer Association in any position determined by the Board of Trustees to have been traditionally filled by ILA labor, but not subject to the terms of a Collective Bargaining Agreement, where such employment is:
  - 1) in the same industry;
  - 2) in the same geographic area covered by the Plan; and
  - 3) in the same trade or craft (for purposes of this provision, "industry," "geographic area," and "trade or craft" shall have the same definitions as contained in Department of Labor Regulation 2530.203-3(c)(2)).

### **When will I become eligible for employer contributions from my work hours?**

If you were working in the industry as of October 1, 1993 you became eligible for 80¢ per hour employer contributions as of October 3, 1996.

If you began working under the collective bargaining agreement after October 1, 1993 but before October 1, 2013, your employer will contribute 50¢ for each hour you work beginning on October 1, 2004 following the contract year in which you first work at least 1100 hours.

If, however, you first earned an hour of service in the port on or after October 1, 2013, you must complete at least 2000 hours of service in a 24-month period before employer contributions begin. The first 24-month period is measured from the date of your first hour of service; thereafter, it is measured starting from January 1. Contributions into your account by your employers will begin on the earliest of six months after you have satisfied this requirement, or the next January 1. The following examples show how these participation rules for employees who begin after September 30, 2013 work:

- a. A longshoreman has his first hour of service on October 10, 2013. He completes 2000 hours of service during the first 24 months on April 21, 2015. He becomes eligible for 50¢ per hour employer contributions effective October 22, 2015.
- b. A longshoreman has his first hour of service on October 10, 2013. He does not complete 2000 hours of service until after 24 months on October 7, 2015. He becomes eligible for 50¢ per hour employer contributions January 1, 2016.
- c. A longshoreman has his first hour of service on March 5, 2014. He does not complete 2000 hours of service by March 4, 2016. However, between January 1, 2015 and September 15, 2016, he completes 2000 hours of service. He becomes eligible for 50¢ per hour employer contributions effective January 1, 2017.
- d. A longshoreman has his first hour of service on March 5, 2014. He does not complete 2000 hours of service by March 4, 2016. He does not complete 2000 hours of service between January 1, 2015 and December 31, 2016. He completes 2000 hours of service between January 1, 2016 and March 5, 2017. He becomes eligible for 50¢ per hour employer contributions effective September 6, 2017.

All members qualify for an 80¢ per hour contribution after they have qualified for the Container Royalty benefit.



### **What happens if I quit?**

You may request a distribution of your account balance (which may be subject to a 10% early distribution tax, discussed at the bottom of this page), provided that you have an "undisputed permanent termination of employment from all employers participating in the Plan," as described below. Unless you have been absent from the industry for two or more years, distribution of your account will not be made sooner than six months following the date of your last employment, receipt of temporary disability benefits or submission of a written request for distribution, whichever last occurs.

### **When will I have an undisputed permanent termination of employment from all employers participating in the Plan?**

An undisputed permanent termination of employment is when you terminate employment from all employers participating in the Plan and certify to the Plan Administrator that you are no longer seeking work with any participating employer, and you have no intention at that time of doing so. An undisputed permanent termination will also occur when the Employer Association certifies to the Plan Administrator that you have permanently terminated employment. A leave of absence for military service, union activity, temporary disability, or like reasons will not be deemed a permanent termination of employment. You will become eligible to take a distribution of your account balance when you have an undisputed permanent termination of employment from all employers participating in the Plan.

If you elect a distribution of your account balance upon undisputed termination of employment, but you return to employment with a participating employer before the distribution to you is made, your distribution will be stopped.

### **Are Plan benefits paid automatically after I retire or terminate my employment?**

Generally, no. If your account balance exceeds \$5,000 (or has exceeded \$5,000 at the time of any prior distribution), you must fill out an application form and file it with the Administrative Office of the Plan. Benefits cannot begin (unless required by IRS rules) until an application is received, and the Board of Trustees approves your application. If your account balance is less than \$5,000 and you retire or have an undisputed permanent termination of employment, and do not return to employment for a participating employer within one year; the Plan may automatically distribute your account balance without your consent. Amounts exceeding \$1000 will be rolled into an individual retirement plan in your name.

### **If I receive my benefit before age 59 1/2, will I owe a 10% tax penalty?**

If, before age 59 1/2, you retire or experience another event that allows you to receive a Plan distribution, you may apply for benefits to begin. However there are important tax consequences that you should discuss with your tax advisor. If you receive a payment before you reach age 59 1/2 and you do not roll it over into another qualified plan or an IRA, then, in addition to regular income tax, you may have to pay an extra penalty tax equal to 10% of the taxable portion of the payment. The additional 10% tax does not apply to your payment if it is:

- 1) paid to you because you separate from service with your employer during or after the year you reach age 55;
- 2) paid because you have a disability under IRS rules (the IRS rules are somewhat more restrictive than the Plan's disability rules);
- 3) paid to you as substantially equal installments over your life or life expectancy (or the life expectancies of you and your spouse); or
- 4) rolled into another qualified plan or qualified IRA.

### **What are my payment options?**

As more fully discussed on page 50, you may select any of the following payment options:

- 1) lump sum;
- 2) annuity;
- 3) installments; or
- 4) rollover distribution.

However, if you are married and select an annuity, your annuity will be paid in the form of a 50% Joint and Survivor Annuity with your spouse as the beneficiary, unless you file a notarized spousal consent form with the Plan Administrator.

**Can a survivor benefit be paid from the Plan to someone other than a spouse?**

Yes, if you have named that person as your beneficiary. However, if you are married, a notarized spousal consent form is required in order to name a beneficiary other than your spouse. In the event of divorce, your designation of your former spouse as beneficiary shall automatically be terminated, unless you re-designate that person as your Designated Beneficiary. (see page 50)

**Can I borrow money from the Plan?**

No. The Plan does not provide for participant loans.

**Can I make after-tax contributions to the Plan?**

Yes. After-tax contributions are permitted under the Plan, subject to the IRS limits discussed on page 52.

**When do I "retire" for purposes of the Plan?**

You retire when you terminate employment from all participating employers and retire under the terms of the Hampton Roads Shipping Association-International Longshoremen's Association Pension Plan. Under the Pension Plan, the normal retirement age is generally age 62; however, you can retire as early as the first day of the month after your age and years of benefit service under the Pension Plan total 80. Note that you may also receive benefits under the Plan without retiring, (see Payment of Benefits, page 50).

**Will the Plan offer advice on how to make my investment choices?**

No. The Plan is a self-directed account plan. You alone are responsible for making your own investment choices; and the Board, the Plan Administrator, and MassMutual are not liable for your investment choices. MassMutual will make educational material available to you to aid in your investment selection, but you are ultimately responsible for your investment decisions.

A wise investor will seek out advice on investment options from a qualified source. You are strongly encouraged to discuss your options with an investment advisor of your choice. If you do not wish to select your own investment advisor, MassMutual has representatives and counselors who may be reached on their toll free number of 1 (800) 743-5274 to assist you in your decisions. You may also contact MassMutual at [www.massmutual.com](http://www.massmutual.com).

## **IMPORTANT NAMES AND ADDRESSES**

### **ADMINISTRATIVE OFFICE OF THE PLAN**

HRSA-ILA Annuity & Savings Plan  
1355 International Terminal Boulevard  
Norfolk, VA 23505-1458  
Phone Number: (757) 457-7090

### **FUND SPONSORS**

Hampton Roads Shipping Association  
236 E Plume Street  
Norfolk, VA 23510  
Phone Number: (757) 622-2639

International Longshoremen's Association  
1355 International Terminal Boulevard  
Suite 201  
Norfolk, VA 23505-1458  
Phone Number: (757) 440-9420

### **SERVICE COMPANY**

MassMutual Financial Group  
1295 State Street  
Springfield, MA 01111-0001  
Phone Number: 1 (800) 743-5274  
Website: [www.massmutual.com](http://www.massmutual.com)

### **AGENT FOR SERVICE OF LEGAL PROCESS**

Board of Trustees  
HRSA-ILA Annuity & Savings Plan  
1355 International Terminal Boulevard  
Norfolk, VA 23505-1458  
Phone Number: (757) 457-7090

Service of legal process may also be made on any member of the Board of Trustees.