

**WELLESLEY COLLEGE PENSION PLAN  
FOR CLASSIFIED OFFICE  
AND SERVICE EMPLOYEES  
  
SUMMARY PLAN DESCRIPTION**

April 2013

## TABLE OF CONTENTS

INTRODUCTION.....	1
ELIGIBILITY.....	1
1. When Do I Join the Plan?.....	1
BENEFITS.....	2
1. What Are My Benefits?.....	2
2. Who Will Pay For My Benefits?.....	3
3. When Can I Retire?.....	3
4. Can I Retire Early?.....	3
5. Can I Work After I Reach My Normal Retirement Date?.....	4
BENEFIT PAYMENTS.....	4
1. How Will My Retirement Benefit Be Paid?.....	4
2. What is the Normal Form of Basic Pension Payments?.....	4
3. Are There Alternative Forms Of Pension Payments?.....	5
4. What Happens If I Die?.....	6
5. What Happens if I Become Disabled Before Retirement?.....	7
6. What Happens If I Quit or I Am Discharged Before I Retire?.....	7
7. What Happens If I Am Rehired?.....	7
8. How Could I Lose Benefits Under the Plan?.....	8
9. Are There any Restrictions on Benefits Under the Plan?.....	8
10. Will Taxes Be Withheld on My Benefits?.....	9
OPERATION OF THE PLAN.....	9
1. Who Operates the Plan?.....	9
2. How Do I Make a Claim for Benefits?.....	9
3. What Can I Do if a Claim is Denied?.....	10
GENERAL INFORMATION.....	12
1. Is My Benefit Insured by the Government?.....	12
2. Amending or Terminating the Plan.....	13
3. What Other Rights Does the Law Give Me?.....	13
4. Duties of the Plan Fiduciaries.....	13
5. Steps You Can Take to Enforce Your Rights.....	14
6. If You Have Questions.....	14
7. Assignment of Benefits.....	14
8. Top Heavy Provisions.....	15
9. Employment Rights.....	15
10. What About Social Security Benefits?.....	15
11. How Can I Identify My Plan?.....	16
12. Collective Bargaining Information.....	16

**WELLESLEY COLLEGE PENSION PLAN  
FOR CLASSIFIED OFFICE AND SERVICE EMPLOYEES**

**SUMMARY PLAN DESCRIPTION**

**INTRODUCTION**

The Wellesley College Pension Plan for Classified Office and Service Employees (the “Plan”) was established by Wellesley College (the “College”) for its union-represented employees hired prior to December 15, 2012 to help in meeting their retirement income needs. The Plan is a defined benefit plan, which means that benefits are determined using a specific formula. The Plan is collectively bargained. This summary reflects the provisions of the Plan as of December 15, 2012. It describes the provisions of the Plan in plain, everyday language to ensure that you understand how the Plan works. For full details you should consult the text of the Plan document which will be made available to you upon request with the Administrative Committee. Complete copies of the collective bargaining agreement relevant to the benefits under the Plan and lists of the signatories are also available upon written request and may be examined by you and your beneficiaries.

This booklet contains a description of the principal provisions of the Plan and the benefits you may receive under it. It supersedes the Summary Plan Descriptions you have previously received. We hope you and your family will find this information helpful. If you have any questions after reading the booklet or would like to talk it over more, the Administrative Committee will be happy to discuss it with you. You may also read the Plan document which has much more detail, particularly about those provisions that apply infrequently. Although all possible care has been taken in the preparation of the Summary Plan Description, it is not the official text of the Plan. If there should happen to be any inconsistency between the terms of this booklet and the Plan document, the Plan document will control. In addition, if any oral or written representations made by any College representative conflict with this summary, the Plan document will control and takes the place of any prior oral or written communications on the subject of the benefit.

**I  
ELIGIBILITY**

**1. When Do I Join the Plan?**

Effective December 15, 2012, the Plan is closed to new hires. If you were hired before December 15, 2012, you joined the Plan on the first of the month which coincides with or immediately follows the date you meet both of the following requirements:

- a) You are employed on a regular full-time basis or on a regularly scheduled part-time basis for at least 17-1/2 hours per week or you complete 1,000 Hours of Service in a 12-month consecutive period beginning with your date of hire, and
- b) You are included in the service and maintenance bargaining unit represented by the Independent Service and Maintenance Employees' Union of America or the Police Bargaining Unit represented by the Wellesley College Campus Police Association, Union of Campus Police.

An “Hour of Service” generally means each hour for which you are compensated while employed by the College.

Effective December 15, 2012, the Plan is also closed to rehires. This means that if you are rehired on or after December 15, 2012, you will not become a participant nor will you resume participation in the Plan. Any Plan benefits which you earned before your rehire will be frozen, and you will not earn any additional Plan benefits after your rehire date.

However, if you are laid off and recalled by the College within twelve months, your ongoing Plan participation is protected. In this case, you will resume active participation and you will be eligible to earn additional benefit accruals under the Plan.

## **II BENEFITS**

### **1. What Are My Benefits?**

At your Normal Retirement Date (age 65), you will be entitled to a monthly benefit which is called your "Formula Retirement Benefit." If your employment is terminated on or after July 1, 2000, this benefit is equal to 1/12 of the product of (a) multiplied by (b):

- a) 1.65% of your Final Average Compensation, and
- b) Your Years of Service.

"Compensation" means your salary and wages excluding bonuses (except the bonuses paid on December 1, 1994 and December 1, 2000), overtime and premium pay. Effective March 12, 2007, Compensation includes gratuities (tips) to wait staff. Effective July 1, 2007, Compensation does not include accrued vacation or sick time payments paid in a lump sum at termination of employment or retirement.

"Final Average Compensation" means the average of your Compensation for the thirty-six (36) consecutive months as an employee that produces the highest average.

In addition to the Formula Retirement Benefit, the Plan provides a "Minimum Retirement Benefit." Your Plan benefit is the greater of the Formula Retirement Benefit and Minimum Retirement Benefit. The Minimum Retirement Benefit has been amended from time to time but for retirements occurring on or after July 1, 1995, this monthly benefit is equal to \$25 multiplied by your Years of Service.

"Years of Service" are determined under the elapsed time method of crediting service. Accordingly, you receive credit for each month or partial month that you perform services for (are employed by) the College. Service starts on your first day of work and ends on the earlier of:

- the date that you quit, retire, are discharged or die, or
- the first anniversary of the date that you are first absent from work for any other reason or such later date as the Administrative Committee will determine.

Years of service will be credited for benefit accrual purposes only while you are an eligible employee (i.e. you are a union employee as described under 'Eligibility' above). If you are rehired on or after December 15, 2012, you will generally not receive years of service for benefit accrual purposes for your service on or after December 15, 2012.

### **Normal Retirement Benefit - Example**

Assume that your Final Average Compensation is \$45,000 per year and that you retire at age 65. You have 30 Years of Service.

Formula Retirement Benefit = 1.65% times Final Average Compensation times  
Years of Service  
= 1.65% x \$45,000 x 30  
= \$22,275 per year  
= \$1,856.25 per month

Minimum Retirement Benefit = \$25 times Years of Service  
= \$25 x 30  
= \$750 per month

Plan benefit = Greater of \$1,856.25 or \$750  
= \$1,856.25 per month

## **2. Who Will Pay For My Benefits?**

As long as the Plan is in effect, the College intends to make all contributions necessary to provide your benefits. Such contributions are actuarially determined. The contributions are made to and held by a trust fund established by the College and administered by the Plan Trustee. While the College intends to continue the Plan in the future, it has the right to change or end the Plan and discontinue making contributions. If the College ends the Plan, you will not earn additional benefits. Some of your benefits are insured by the government. This insurance is described in the Section entitled "Is My Benefit Insured by the Government?"

## **3. When Can I Retire?**

You will be eligible for normal retirement if you work for the College until you are age 65. Your Normal Retirement Date is the first day of the month coinciding with or next following your 65th birthday.

## **4. Can I Retire Early?**

You are eligible to retire early with a pension from the Plan if you have reached age 50 and completed 10 Years of Service.

The amount of your annual early retirement pension is the benefit you have earned up to the date of your early retirement based on the normal retirement formula, reduced according to your age at the time benefit payments begin. The pension is reduced to take into account the fact that you will receive benefit payments longer if they start when you are younger.

If you retire on an Early Retirement Date, your Early Retirement Benefit will equal your retirement benefit calculated as of your Retirement Date, reduced by one quarter of one percent (.25%) for each of the first 36 months by which your Early Retirement Date precedes your Normal Retirement Date and one-half of one percent (.50%) thereafter.

### **Early Retirement Benefit - Example**

Assume the same circumstances as in the Normal Retirement Benefit example (Final Average Compensation of \$45,000 and 30 Years of Service) except that you retire at age 61. Your

Normal Retirement Benefit is \$1,856.25 per month payable at age 65. A reduced benefit would be payable if payments start before age 65.

The benefit would be reduced for payment at age 61 as follows:

Number of months Early Retirement Date precedes Normal Retirement Date = 48

Reduction factor first 36 months =  $36 \times .25\% = 36 \times .0025 = .09$   
next 12 months =  $12 \times .50\% = 12 \times .0050 = .06$   
Total reduction =  $.09 + .06 = .15$

Early Retirement Benefit = Unreduced monthly benefit at age 65 = \$1,856.25  
= Reduction for payment at age 61 =  $.15 \times \$1,856.25 = \underline{-278.44}$   
= Reduced monthly benefit at age 61 \$1,577.81

As provided below, if you qualify for an early retirement benefit and you wish to have benefits begin before age 65, you must apply to the Administrative Committee (which operates the Plan) for early commencement of benefits.

### **5. Can I Work After I Reach My Normal Retirement Date?**

Yes, you may continue to work after you reach Normal Retirement Date. If you are an active participant, you will continue to accrue benefits under the Plan until you actually retire. Your benefits will begin to be paid to you as soon as possible after your actual retirement date.

## **III BENEFIT PAYMENTS**

### **1. How Will My Retirement Benefit Be Paid?**

The Plan offers several forms of benefit payments. The benefit amounts payable at retirement, as described in this summary, assume payment in the form of a Single Life Annuity. If you are married you must, by law, receive a 50% Joint and Survivor Annuity (see below) unless you and your spouse specifically elect out of that form of payment. To start your benefit, you must submit a written Benefit Election Form to the Administrative Committee 90 days before your anticipated retirement date so that the College has adequate time to calculate your benefit. Your spouse must consent in writing if you elect a form of payment other than a joint and survivor annuity option. Your spouse's consent must be witnessed by a Plan Representative or a Notary Public. If you elect an optional form of payment, the amount due to you will be adjusted to provide an equivalent amount of benefit.

### **2. What is the Normal Form of Basic Pension Payments?**

**Married Participants.** If you are married when you retire and you do not choose an optional form of payment, you will automatically receive a 50% joint and survivor annuity. This form of payment provides a reduced monthly benefit for your lifetime. After you die, 50% of the benefit you were receiving each month will be continued to your surviving spouse for the rest of his or her lifetime. In order to provide this income protection for your spouse, your monthly benefit is permanently reduced. See Item 3 for an example. (Note: Your spouse must be a person of the opposite sex who is legally married to you in accordance with the laws of the state or jurisdiction in which you live.)

**Single Participants.** If you are not married when you retire and you do not choose an optional form of payment, your retirement benefit will be paid as a single life annuity. Under this form of payment, you receive monthly benefits for your lifetime. No benefits will be paid to your beneficiary or estate after your death.

**3. Are There Alternative Forms Of Pension Payments?**

Effective for benefit commencement dates on or after December 15, 2012, the following optional forms of payment are available:

**Single Life Annuity.** You will receive an unreduced monthly pension from the Plan for as long as you live. No benefits will be paid to your beneficiary or your estate after your death.

**Joint and Survivor Annuity.** You may elect to receive a reduced monthly income for your lifetime, and after your death, your designated beneficiary shall receive 50%, 75% or 100% of the amount you were receiving as you elect. In order to provide this income protection for your beneficiary, your monthly benefit is permanently reduced. The illustrations below provide examples of how the 50% and 100% Joint and Survivor Annuity benefits may affect your retirement benefit and provide an income for your surviving beneficiary if you should die before your beneficiary after benefits commence. These illustrations assume that your designated beneficiary is three years younger than the Participant.

**Example Monthly Plan Benefit (Designated Beneficiary Three Years Younger)**

	<u>Single Life Annuity</u>		<u>Joint and 50% Survivor Annuity</u>		<u>Joint and 100% Survivor Annuity</u>	
	To you for your life <u>only</u>	To your surviving <u>beneficiary</u>	To you for your life <u>only</u>	To your surviving <u>beneficiary</u>	To you for your life <u>only</u>	To your surviving <u>beneficiary</u>
Normal Retirement (age 65)	\$ 1,856	\$ 0	\$ 1,699	\$ 850	\$ 1,566	\$ 1,566
Early Retirement (age 61)	\$ 1,578	\$ 0	\$ 1,466	\$ 733	\$ 1,369	\$ 1,369

**“True” 66 2/3% Joint and Survivor Annuity.** Alternatively, you may elect a special “True” 66 2/3% joint and survivor annuity under which you will receive a reduced monthly income for your lifetime. After the death of **either** you or your designated beneficiary, the **survivor** shall receive 66 2/3% of the amount you were receiving. This illustration assumes that the designated beneficiary is three years younger than the Participant.

**Example Monthly Plan Benefit (Designated Beneficiary Three Years Younger)**

<u>Single Life Annuity</u>	<u>“True” 66 2/3% Joint &amp; Survivor Annuity</u>
----------------------------	--

	<u>To you for your life only</u>	<u>To you while you and your beneficiary are both alive</u>	<u>To you upon the death of your beneficiary</u>	<u>To your surviving beneficiary upon your death</u>
Normal Retirement (age 65)	\$ 1,856	\$ 1,715	\$ 1,143	\$ 1,143
Early Retirement (age 61)	\$ 1,578	\$ 1,478	\$ 985	\$ 985

**Ten-Year Certain and Continuous Annuity.** You may elect to receive a reduced monthly income for your life, with the provision that not less than a total of 120 monthly payments will be made in any event to you and your designated beneficiary. In the event of your death prior to the completion of 120 payments, the remaining payments will be made to your designated beneficiary. If your beneficiary survives you but dies before 120 monthly payments have been made to you and/or your beneficiary, the value of the remainder of the 120 payments will be paid to the estate of the beneficiary.

**20% or 50% Distribution.** At retirement, you may also elect an alternative distribution under which you receive 20% or 50% of the value of your benefit in the form of a single payment (a lump sum distribution) and the remainder of your benefit in any of the optional annuity forms allowed as described above.

Prior to your Normal or Early Retirement Date, you must complete a Benefit Election Form indicating how you wish to receive your pension payments. When you request a Benefit Election Form, you will receive a written explanation of the terms and conditions of the forms of pension payment. You may revoke any form of benefit payment you have chosen at any time before payments begin. However, if you are married when you retire and you elect an optional form of payment other than a Joint and Survivor Annuity option with your spouse as beneficiary, your spouse must consent in writing to this election and your spouse's signature must be witnessed by a Plan Representative or Notary Public.

#### **4. What Happens If I Die?**

If you die after benefit payments begin, the form of retirement benefit you are receiving will determine whether there is any continuing benefit paid after your death. For example, if you are receiving a joint and survivor annuity when you die, your surviving beneficiary will receive at least part of the amount you were receiving. If the benefit was being paid for your lifetime only, there is no death benefit payable.

If you die before retirement payments begin, your spouse will receive a death benefit from the Plan if you have an accrued vested benefit. The pension paid to your surviving spouse will be 50% of the pension benefit you had earned at the time of your death and would have received if you had elected a 50% joint and survivor annuity to commence on your earliest retirement date. If you are under age 65 at the time of your death, your spouse may elect to defer the benefit to a later date, but no later than the December 31 of the calendar year in which you would have turned 70 ½. (Note: Your spouse must be a person of the opposite sex who is legally married to you in accordance with the laws of the state or jurisdiction in which you live.)



Additionally, if you die while an employee of the College prior to retirement and you have completed five (5) Years of Service and you were not eligible for coverage under the Wellesley College Group Life Insurance Plan for Classified Office and Service Employees and if your designated beneficiary survives you by 48 hours, such beneficiary shall receive a death benefit of \$400 to be paid within one (1) year of your death. The beneficiary for purposes of this paragraph must be a close relative as defined by the Plan.

Under the Heroes Earnings Assistance and Relief Tax Act of 2008 (“HEART Act”), your surviving spouse may be entitled to special rights if you die during military service. In general, if you are called into active duty and would have been entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), your surviving spouse may be entitled to the Plan’s death benefits if death occurs during military service. Please contact the Administrative Committee for more information.

#### **5. What Happens if I Become Disabled Before Retirement?**

If you have completed ten (10) Years of Service and become permanently disabled, you shall be entitled to an unreduced monthly benefit commencing on the date of your disability and based on your accrued benefit. Payment will commence after termination of sick leave, as determined by the College, or after termination of any College sponsored disability benefit payments.

#### **6. What Happens If I Quit or I Am Discharged Before I Retire?**

If you quit or are discharged before your Normal Retirement Date you will be entitled to receive a retirement benefit from the Plan if you have completed at least five (5) Years of Service with the College. This is called your “vested interest.” The retirement benefit you have earned to the date you terminated employment will be paid to you starting on your Normal Retirement Date. If you had completed more than 10 Years of Service, you would be able to elect to retire at any time after attaining age 50. If payments begin before age 65, the reduction for early payment will be made as described in the Early Retirement section above. You may choose any of the forms of payment offered by the Plan.

If the value of your vested benefit is less than \$1,000, the College shall pay you the value of your benefit in one lump sum payment. If the value of your vested benefit is more than \$1,000 but less than \$5,000, you may elect to have the value of your benefit paid to you in a lump sum or defer receipt of your benefit until age 65. Any total distribution from the Plan made to you before you reach age 59½ or become disabled may result in a penalty tax unless you rollover your distribution into an IRA or another qualified plan. Your tax advisor can provide you with further information.

In general, if your employment terminates before your Normal Retirement Date and before you have completed at least five (5) Years of Service, you will not be entitled to any benefit under the Plan.

#### **7. What Happens If I Am Rehired?**

As provided in Section 1, effective December 15, 2012, the Plan is closed to new hires and rehires. This means that if you are rehired on or after December 15, 2012, you will not become a participant nor will you resume participation in the Plan. Any Plan benefits which you earned before your rehire will be frozen, and you will not earn any additional Plan benefits after your rehire date.

However, if you are laid off and recalled by the College within twelve months, your ongoing Plan participation is protected. In this case, you will resume active participation and you will be eligible to earn additional benefit accruals under the Plan.

## **8. How Could I Lose Benefits Under the Plan?**

You, or in some cases, your spouse or beneficiary could lose benefits under the Plan if:

- a) You terminate employment for any reason before you become vested and do not return to work; or
- b) You die after retirement and you have elected a single life annuity form of benefit payment; or
- c) The Plan terminates at a time when there are insufficient assets to provide all benefits. However the Pension Benefit Guaranty Corporation (PBGC) may guarantee benefits up to certain specified limits. (See later Section entitled “Is My Benefit Insured by the Government?”); or
- d) Payments are required to be paid to another person as a result of a qualified domestic relations order issued by a court in cases such as divorce.

Your failure or your spouse’s failure to make timely and proper application for benefits, or to supply required information, such as proof of age or death, will delay any payments, and benefits will not be paid retroactively in certain situations. Payments will begin only after a complete application is made and approved.

Payment, Plan information or other important announcements could also be delayed if you or a beneficiary does not keep the Plan Administrator and the bank issuing benefit checks informed of current addresses. Once retired or terminated from the College, you must keep the Plan Administrator informed of any address change so that pension checks and Plan information are not delayed.

You could also have payment of your retirement pension temporarily suspended if you return to work after having previously retired.

If you continue in employment with the College but cease to be an employee covered by the service and maintenance bargaining unit represented by the Independent Service and Maintenance Employees' Union of America or the Police Bargaining Unit represented by the Wellesley College Campus Police Association, Union of Campus Police, you will not earn additional benefit accruals under this Plan.

## **9. Are There any Restrictions on Benefits Under the Plan?**

The following restrictions are placed on your benefits:

- a) The Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code set maximum limitations on the total amount of retirement benefits which you may receive under the Plan in any year. These limits will have no effect except in unusual cases. You will be advised if these limits apply to you.
- b) Benefits under the Plan may not be assigned to others and are not subject to the claims of creditors, except in the case of certain court orders relating to divorce or child support and as may be otherwise required by law (as described in Item 7 of Section V).
- c) If you are rehired by the College after you have begun receiving benefits under the Plan, your benefit payments will be suspended during your period of reemployment. Also, if you

remain employed beyond your Normal Retirement Date, benefit payments to you will not commence until your employment is terminated or you retire. If your benefits are suspended, you will be provided with a special notice that describes the suspension in more detail, including the applicable Department of Labor regulations. In addition, the notice will describe how to request a review of the suspension of benefits. Such requests will be considered under the Plan's claims procedures.

- d) By law, certain restrictions apply if the Plan's funded status decreases below a certain threshold. These restrictions would result in a limitation of the amount to which you are entitled to receive as a lump sum, prohibit the College from improving benefits, or in the case of a severe funding deficiency, cause your benefits under the Plan to freeze. In no event will benefit restrictions cause your benefits to decrease. In the event that benefit restrictions apply to the Plan, the Plan Administrator would separately notify you.

## **10. Will Taxes Be Withheld on My Benefits?**

Your benefit payments will be subject to withholding of federal and state tax payments to the extent required by law. You will be notified of your opportunity to elect withholding prior to receiving benefits. You will also be notified annually of the amount of taxable distributions from the Plan and the amount of income taxes withheld, if any.

If you receive an eligible rollover distribution from the Plan, federal income tax will automatically be withheld from your distribution at the rate of 20% unless you elect a direct rollover to another qualified retirement plan or an IRA (including a Roth IRA, but not to a SIMPLE IRA or Education IRA). The Plan Administrator will provide you with the IRS's notice on income tax withholding and rollover options in the event you receive an eligible rollover distribution.

In general, an eligible rollover distribution is a distribution of any portion of the value of your benefits under the Plan, unless such distribution is in substantially equal periodic payments (e.g., as an annuity).

## **IV OPERATION OF THE PLAN**

### **1. Who Operates the Plan?**

The Plan is administered by the Administrative Committee. To the fullest extent permitted by law, and consistently with respect to the written plan document, the Committee has full discretionary authority over the administration of the Plan in all of its details, including general authority to control and manage the Plan, and to make general rules and regulations to operate the Plan. The members are appointed by the College. The College can appoint and remove Committee members and the Plan Trustees.

### **2. How Do I Make a Claim for Benefits?**

The Administrative Committee establishes the rules for applying for benefits under the Plan. However, you must notify the Committee 90 days before your anticipated retirement date so that the College has adequate time to calculate your benefit. If you are uncertain about the application procedure or if you would like a formal review of the amount or terms of your pension or, if you

believe you are being denied any rights or benefits under the Plan, you can file a claim for benefits, in writing, with the Administrative Committee at the following address:

Administrative Committee  
Wellesley College Pension Plan for  
Classified Office and Service Employees  
Wellesley College  
106 Central Street  
Wellesley, Massachusetts 02481

### ***Responding to Your Claim***

You will be notified within 90 days after the Plan receives your claim (within 45 days if your claim is for a disability benefit). In special circumstances the Plan may require up to 105 days to make a decision about a disability benefit or up to 180 days to make a decision regarding any other type of benefit. In this event, you will receive a notice before the end of the original 45-day or 90-day period that explains the special circumstances involved and the date by which the Plan expects to make its decision.

If the decision involves a disability benefit, the notice will also include the criteria used by the Plan to determine entitlement to a disability benefit, the unresolved issues that prevent a decision on the claim, and any additional information needed to resolve those issues. In the event additional information is necessary, you will have at least 45 days to provide the specified information. If the Plan requires more than 75 days to reach a decision, you will receive another notice explaining the special circumstances before the end of the 75-day period.

### **3. What Can I Do if a Claim is Denied?**

If your claim is denied, you will receive a notice that:

- a) states the specific reason for the denial
- b) refers to the Plan provision on which the decision was based
- c) describes any additional material or information you may need to furnish to complete the claim and the reason why this material or information is needed, and
- d) describes the Plan's review procedures including the applicable deadlines and a statement of your right to bring a civil action in court if the appeal of your denied claim is also denied after it has been reviewed.

If you were denied a disability benefit, the notice will also describe any specific criterion which was relied upon in making the adverse determination, or include a statement that such a criterion was relied upon in making the determination and that a copy of such will be provided free of charge upon request. If the disability benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances will be provided or a statement that such explanation will be provided free of charge upon request.

### ***Appealing a Denied Claim***

You or your authorized representative may appeal a denied claim, following the appeal procedures outlined below.

1. Within 60 days of receiving the notice of your claim denial or 180 days if the claim was for disability retirement benefits, you may appeal that denial by filing with the Plan Administrator a written request for the review of your claim.
2. Upon receipt of your appeal, the Plan Administrator or other Plan fiduciary will conduct a full and fair review of your claim. This Plan fiduciary will have had no role in the initial claim denial and the review will be an independent one without giving the original denial any special consideration. If your claim pertains to a disability benefit and a medical judgment, the Plan fiduciary will consult with an appropriate health care professional who had no role in the initial determination and, in the event your appeal is denied, will identify to you the health care professional who was consulted.
3. During this review, you may be given an opportunity to appear personally before the Plan Administrator's representative to present your case. You will be able to submit written comments, documents, records and other information relating to your claim. You will also have access to all documents, records and other information relevant to your benefit claim, and copies of this information will be provided free of charge upon your request.

Within 60 days after your written appeal is received by the Plan Administrator (45 days in the event of a disability benefit claim) you will be given a notice of the decision with respect to your appeal based on the facts and the pertinent provisions of the Plan. If special circumstances require an extension of time for reviewing the claim, the Plan Administrator will provide you with written or electronic notice of the extension prior to the end of the initial 60-day (or 45-day) period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to make its decision. The Plan Administrator may take an additional 60 days to review your claim (45 days in the case of a claim for disability benefits), or a total of 120 (or 90) days from the day your appeal was received.

The notice of the decision on your appeal will be written or electronic and shall include the following information:

- a) the specific reasons for the decision
- b) the Plan provisions on which the decision was made
- c) an explanation of your right to request access to or copies of all information relevant to your claim, free of charge, without regard to whether such records were considered or relied upon in making the appeal decision, including any reports and the identities of any experts whose advice was obtained
- d) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures, and
- e) your right to bring a civil action in court.

If you were denied a disability benefit, the notice will also describe the specific criterion used in making a determination (or a statement that such information may be obtained at no charge upon request). If the determination was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances will be provided or a statement that such explanation will be provided free of charge upon request.

If the Plan Administrator fails to follow the claims appeals procedures as outlined above, you will have the right to bring a civil action in court.

V  
**GENERAL INFORMATION**

**1. Is My Benefit Insured by the Government?**

If the Plan is terminated (ends), benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits, (2) disability benefits if you become disabled before the Plan terminates, and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- a) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates,
- b) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates,
- c) benefits that are not vested because you have not worked long enough to acquire adequate vesting service,
- d) benefits for which you have not met all of the requirements at the time the Plan terminates,
- e) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age, and
- f) 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 money the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Branch. Inquiries should be directed to:

PBGC Technical Assistance Branch  
1200 K Street N.W.  
Suite 930  
Washington, DC 20005-4026  
202-326-4000  
(not a toll-free number)

TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## **2. Amending or Terminating the Plan**

Although the College has established the Plan with the intent of continuing it indefinitely, the College may at any time amend or terminate the Plan. Plan amendment, modification, suspension or termination may be made for any reason, and at any time, and may, in certain circumstances, result in the reduction or elimination of benefits or other features of the Plan to the extent permitted by law. If the College were to terminate the Plan, you would become fully vested in your benefits accrued to the date of termination, to the extent the Plan was funded. You would accrue additional benefits after the date of termination. The full amount held in the trust fund would be used to provide retirement benefits to retirees, active and former Participants in the Plan and their beneficiaries, according to an order of priorities specified by federal law. Any amounts remaining after satisfying all liabilities and obligations of the Plan would be returned to the College.

## **3. What Other Rights Does the Law Give Me?**

As a participant in the 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 receive information about your plan and benefits:

- a) Examine, without charge, through the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and copies of the latest annual report (Form 5500 Series), and updated summary plan descriptions. The Plan Administrator may make a reasonable charge for the copies.
- c) Receive an annual funding notice providing basic information about the funding status and financial condition of this defined benefit pension plan, including the Plan's funding percentage, assets and liabilities, and a description of the benefits guaranteed by the PBGC. The Plan Administrator is required by law to furnish each Participant and Plan Beneficiary with a copy of this annual funding notice.
- d) Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits under the Plan would be at normal retirement age if you stop working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to have a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## **4. Duties of the Plan Fiduciaries**

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

## **5. Steps You Can Take to Enforce Your Rights**

If your claim for a benefit is ignored or 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 or your beneficiary can take to enforce the above rights. For instance, if you request a copy of Plan documents from the Plan Administrator, and do not receive them within 30 days, you may bring suit in Federal court. The court may require the Plan Administrator to provide the materials, and pay you up to \$110 a day until you receive the materials, unless the materials were not sent to you for reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is ignored or denied, in whole or in part, you or your beneficiary may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file a suit in Federal court.

If the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you or your beneficiary may seek assistance from the U.S. Department of Labor or file suit in a Federal court, but only after you have exhausted the Plan's claims and appeals procedures. The court will decide who should pay court costs and legal fees. If you or your beneficiary is successful, the court may order the person you have sued to pay these costs and fees. But if you lose, you or your beneficiary may have to pay all costs and fees if, for example, the case is considered frivolous.

## **6. If You Have Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions 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 (EBSA), U.S. Department of Labor listed in your telephone directory, or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications concerning your rights and responsibilities under ERISA by calling the publications Hotline of the Employee Benefits Security Administration.

## **7. Assignment of Benefits**

For the protection of your interests and those of your dependents, your benefits under the Plan cannot be assigned and are not subject to garnishment or attachment, except to the extent permitted by law. You may not borrow against your pension or pledge any part of it as security for a loan or otherwise transfer or assign your rights. No part of your benefits may be claimed by a creditor for the payment of a debt the Participant may have incurred.

Part or all of your benefits may be claimed, however, to pay child support or alimony or as part of a marital property settlement which the Plan determines meets the requirements of a Qualified Domestic Relations Order (QDRO). The Plan is required by law to obey court orders (such as a divorce decree) that meet certain standards to be a QDRO. You will be notified if your benefits become subject to such a court order. You may contact the Plan Administrator to obtain, without charge, a copy of the procedures governing QDRO determinations.



In addition, if a Participant owes the government any money, it is possible that a Participant's benefits could be attached to pay that liability (e.g., under an IRS levy).

## **8. Top Heavy Provisions**

The Internal Revenue Service has issued special rules for plans which become "top heavy." In general, the Wellesley College Pension Plan for Classified Office and Service Employees would become top heavy if the value of the benefits earned under the Plan (or any other pension plan in combination with this Plan) by certain highly paid employees, or employees who are officers of Wellesley College, is more than 60% of the value of the benefits earned by all covered employees.

It is unlikely that the Plan will ever become top heavy. If this should occur, you will receive complete information about any required vesting and benefit formula changes.

## **9. Employment Rights**

Participation in the Plan does not guarantee your continued employment with Wellesley College or rights to benefits except as specified in this Plan.

## **10. What About Social Security Benefits?**

In addition to the benefits earned under the Plan and your personal savings, you may also be eligible for a Social Security retirement benefit. Social Security benefits are calculated based on career earnings that were subject to Social Security taxes. Wellesley College also pays Social Security taxes during your employment with the College. You may request a record of your earnings, as well as a booklet that explains how to determine Social Security benefits, from a local Social Security office. The College does not have any control over your Social Security benefits. These benefits are provided for and administered by the federal government. This section is intended only as a brief introduction to Social Security.

You and the College share equally in the cost of Social Security benefits. Social Security benefits may be payable to you and your spouse beginning as early as age 62 in reduced amounts. If you were born in 1938 or later, you will have to work beyond age 65 (until age 67 if you were born in 1960 or later) to receive full Social Security retirement benefits.

Benefits from Social Security are not automatic. You must apply for these benefits at your local Social Security office at least three months before you wish payment to begin. You should contact your local Social Security office to apply for Social Security benefits as early as age 62 and Medicare benefits at age 65.

Social Security benefits may be payable in the event of your death or disability as well as retirement. Your Social Security benefits are based on the amount of your earnings that are subject to Social Security taxes. You may contact your local Social Security office for a record of your past wages that were subject to Social Security taxes. You may also request from the Social Security office a booklet that explains in detail how to calculate your Social Security benefits.

Social Security has a toll-free number that operates from 7:00 a.m. to 7:00 p.m., Monday through Friday: 1-800-772-1213. Touch-tone phone users can access recorded information and services 24 hours a day, including weekends and holidays. People who are deaf or hard of hearing may call the toll-free TTY number, 1-800-325-0778, between 7:00 a.m. and 7:00 p.m., Monday through Friday. Anyone can also visit the Social Security website at <http://www.ssa.gov/>.

## 11. How Can I Identify My Plan?

Name of Plan:	Wellesley College Pension Plan for Classified Office and Service Employees
Plan Sponsor:	Wellesley College 106 Central Street Wellesley, Massachusetts 02481 (781) 283-1000
Plan Sponsor's Employer ID Number:	04-2103637
Plan Number:	001
Type of Plan:	Defined benefit pension plan
Plan Administrator:	Administrative Committee Human Resources Office Wellesley College 106 Central Street Wellesley, Massachusetts 02481 (781) 283-3202
Person Designated to Receive Service of Legal Process:	Administrative Committee Wellesley College 106 Central Street Wellesley, Massachusetts 02481
Service of legal process may also be made on the Plan Trustee at the address indicated below.	
Plan Trustee:	State Street Bank & Trust Company 225 Franklin Street Boston, Massachusetts 02101
Plan Year:	July 1 to June 30

## 12. Collective Bargaining Information.

This Plan is maintained pursuant to one or more collective bargaining agreements. A copy of any collective bargaining agreement pursuant to which the Plan is maintained may be obtained upon written request to the Plan Administrator. You may also receive, upon request, information as to whether a particular employer or union is a Plan sponsor and, if so, the Plan sponsor's address.

*Every attempt has been made to describe the Pension Plan in this booklet in clear, understandable and informal language. However, you should refer to the official plan document for more information about your benefits. In the event of any conflict between the information in this booklet and the official plan document, the plan document will govern. In addition, if any oral or written representations made by any College representative conflict with this summary, the Plan document will control and takes the place of any prior oral or written communications on the subject of the benefit. Wellesley College reserves the right to amend or terminate the Plan at any time.*