



**GRAND VALLEY  
STATE UNIVERSITY**

**SUMMARY PLAN DESCRIPTION  
FOR THE  
GRAND VALLEY STATE UNIVERSITY  
PROFESSIONAL SUPPORT STAFF RETIREMENT PLAN A**

**July 1, 2020**

This is a summary of the major provisions of the Plan. This summary is intended to provide an accurate outline of the provisions of the Plan as of July 1, 2020. If, however, there are any discrepancies between this summary and the provisions of the Plan document, the Plan document will be controlling. Copies of the Plan document are available in the Human Resources Office.

## INDEX

	<u>Page</u>
I. INTRODUCTION .....	1
II. HOW YOU BECOME A PARTICIPANT IN THE PLAN .....	2
III. HOW YOU EARN SERVICE CREDITS TO BE ELIGIBLE FOR BENEFITS .....	3
IV. SERVICE CREDITS UPON REEMPLOYMENT .....	5
V. EFFECT OF TRANSFERS ON PLAN BENEFITS .....	6
VI. REQUIREMENTS FOR RETIREMENT BENEFITS .....	6
VII. HOW YOUR RETIREMENT BENEFIT IS DETERMINED .....	7
VIII. HOW YOUR RETIREMENT BENEFIT IS PAID AT RETIREMENT .....	11
IX. TAXABILITY OF DISTRIBUTIONS FROM PLAN .....	16
X. HOW YOU APPLY FOR BENEFITS .....	16
XI. YOUR RIGHTS AS A PARTICIPANT .....	17
XII. AMENDMENTS OR TERMINATION OF THE PLAN .....	19
XIII. BASIC PLAN INFORMATION .....	19

**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**GRAND VALLEY STATE UNIVERSITY**  
**PROFESSIONAL SUPPORT STAFF RETIREMENT PLAN A**

**I.**

**INTRODUCTION**

A. Your Retirement Plan.

The Grand Valley State University Professional Support Staff Retirement Plan A (the "Plan") is a retirement program established by Grand Valley State University (the "University"). The retirement benefits you receive from the Plan will be in addition to your benefits from Social Security.

The plan is maintained pursuant to collective bargaining agreements between the University and the Alliance of Professional Support Staff (APSS) and the Police Officers' Association of Michigan (POAM). You may request a copy of the collective bargaining agreement or review a copy at the office of the Plan Administrator during regular business hours.

B. How the Plan Works.

The details of the Plan are contained in the Plan document, which is maintained by the University. The Plan document specifies the requirements you must satisfy in order to be eligible for retirement benefits.

Contributions to the Plan are maintained in a "trust fund." The trust fund is managed and controlled by the "Trustee" who is appointed by the University. The amount the University contributes is determined by an actuary, an independent expert who

estimates the amount needed to pay benefits from the Plan. The Trustee pays retirement benefits to eligible employees at the direction of the University.

C. Pick-Up Contributions.

You share responsibility with the University for funding your benefits under the Plan. Each plan year you will be required to contribute a specified percentage of your compensation. Your compensation is automatically reduced by this amount each payroll period. Your contributions are then "picked up" by the University and contributed to the Plan on your behalf. You will not pay federal income tax, state income tax, or social security taxes on amounts contributed as Pick-Up contributions.

D. Plan Year.

The records for the Plan are maintained on a "plan year" basis. The plan year is the 12-month period ending on June 30 each year.

**II.**

**HOW YOU BECOME A PARTICIPANT IN THE PLAN**

This Plan covers the full-time and eligible part-time regular employees of the University who are paid on an hourly basis, not eligible to participate in the Grand Valley State University Maintenance, Grounds and Service Employees Retirement Plan A or B, and employed in one of the following categories:

- If you were hired by the University prior to February 2, 2006 in the Clerical, Office, Technical or Engineering staff group if the terms of your employment are subject to collective bargaining with the APSS;
- If you were hired by the University prior to February 2, 2006 in the Confidential Clerical staff group;

- If you were hired before March 4, 2007 in the Public Safety staff group if the terms of your employment are subject to collective bargaining with the POAM; and
- If you were hired before October 1, 2006 in the security officer staff group.

A "full time regular employee" means any employee whose customary employment in the service of the University is for at least 30 hours per week for at least 32 weeks in each plan year. A "part-time regular employee" means any employee whose customary employment in the service of the University is for at least 20 hours per week for at least 32 weeks in a plan year (i.e., an academic year employee).

However, employees hired on or after the applicable date listed above are not eligible to participate in this plan.

### III.

#### **HOW YOU EARN SERVICE CREDITS TO BE ELIGIBLE FOR BENEFITS**

You will be eligible for a retirement benefit under the Plan as soon as you have earned 10 years of "vesting service." The amount of your benefit will be based on your years of "benefit service." You earn service credits for vesting and benefit purposes as follows:

A. Vesting Service.

You earn a year of vesting service for each plan year in which you are continuously employed and work in an eligible job classification. You will be considered continuously employed even if you are on an authorized leave of absence or a temporary layoff.

B. Benefit Service.

If you are a full-time regular employee, you will be credited with a year of benefit service for each plan year in which you are continuously employed and work in an eligible job classification. If you are employed for less than a full plan year in your plan year of hire or the plan year in which you terminate employment, you will be credited with a fractional year of benefit service based on the number of months of service you complete during that plan year as follows:

<u>Months of Service in Covered Employment</u>	<u>Fractional Years of Benefit Service</u>
1	0.08
2	0.17
3	0.25
4	0.33
5	0.42
6	0.50
7	0.58
8	0.67
9	0.75
10	0.83
11	0.92
12	1.00

If you are a part-time regular employee, you will be credited with a partial year of benefit service for each plan year in which you are continuously employed and work in an eligible job classification. If you regularly work at least 20 hours per week for at least 32 but less than 52 weeks during the plan year (i.e., an academic year employee), you will earn one-third of a year of benefit service. If you regularly work at least 20 hours per week for 52 weeks during the plan year (i.e., a 12-month/year employee), you will earn one-half of a year of benefit service. If you are employed for less than a full plan year in your plan year of hire or the plan year in which you terminate employment, you will be credited with a fractional year of benefit service based on the number of months of service you complete during that plan year as follows:

If you regularly work less than 52 weeks during the plan year –

<u>Months of Service in Covered Employment</u>	<u>Fractional Years of Benefit Service</u>
less than 3	0
3 but less than 6	0.08
6 but less than 9	0.17
9 but less than 12	0.25
12	0.33

If you regularly work 52 weeks during the plan year –

<u>Months of Service in Covered Employment</u>	<u>Fractional Years of Benefit Service</u>
Less than 2	0
2 but less than 4	0.08
4 but less than 6	0.17
6 but less than 8	0.25
8 but less than 10	0.33
10 but less than 12	0.42
12	0.50

Whether you are full-time or part-time, if you become totally disabled while working with the University, you will continue to be credited with benefit service while you are disabled based on your employment status at the time of your disability, provided your disability is continuous.

#### **IV.**

#### **SERVICE CREDITS UPON REEMPLOYMENT**

If you are a participant in the Plan and your employment with the University terminates, your rights and benefits under the Plan will be determined in accordance with

your vesting service, benefit service, benefit factor, and compensation at the time of your termination of employment.

If you are rehired on or after February 2, 2006 (or March 4, 2007, if you are an employee represented by POAM), you will not be eligible to participate in the Plan unless you were a participant in this Plan prior to your termination.

## V.

### **EFFECT OF TRANSFERS ON PLAN BENEFITS**

The amount of your retirement benefit under the Plan and your vesting service are based on your hours of service and compensation as an employee eligible for participation in the Plan.

## VI.

### **REQUIREMENTS FOR RETIREMENT BENEFITS**

You will be eligible for retirement benefits under the Plan if your employment with the University terminates after you have completed at least 10 years of vesting service or if you die. The requirements for each of the following retirement benefits are:

Normal Retirement: Age 65 and completion of 10 years of vesting service.

Early Retirement: Age 55 (age 60 if you are a Confidential Clerical employee who terminated before July 1, 2020, an employee represented by the APSS who terminated before October 1, 1997, or an employee represented by the POAM who terminated before July 1, 1988) and 10 or more years of vesting service.



Deferred Vested Pension: 10 or more years of vesting service. You must not be receiving or entitled to receive any other benefit under the Plan.

## VII.

### HOW YOUR RETIREMENT BENEFIT IS DETERMINED

#### A. Accrued Benefit.

Your accrued benefit is the portion of your normal retirement benefit that you have earned as of a particular date.

Your accrued benefit is a monthly benefit equal to your average monthly compensation multiplied by the applicable benefit factor and then multiplied by your years of benefit service. If your employment terminates after June 30, 1992, the benefit factor is 1.9%. If your employment terminated prior to July 1, 1992, the benefit factor can be determined from the following chart. If you are a security officer, your accrued benefit was frozen as of September 30, 2006.

<u>Date of Termination</u>	<u>Benefit Factor</u>
After 3/31/87, but before 7/1/88	1.5%
After 6/30/88, but before 7/1/89	1.6%
After 6/30/89, but before 7/1/90	1.7%
After 6/30/90, but before 7/1/92	1.8%
After 6/30/92	1.9%

Your "average monthly compensation" is calculated by determining the five calendar years in which your compensation was highest during the last 10 calendar years of your employment with the University (or, if you are a security officer, during the period ending no later than September 30, 2006), averaging your compensation for those five years, and then dividing by 60. Compensation includes your gross salary or wages as

reported on form W-2, plus elective deferrals made under a 401(k) plan or cafeteria plan maintained by the University and your Pick-Up contributions, but excludes overtime for participants in the Clerical, Office, Technical and Engineering Professional Support Staff group who were not both age 58 (or older) and fully vested under this Plan as of September 30, 2008.

B. Normal Retirement Benefit.

Your normal retirement benefit will be a monthly amount equal to your accrued benefit as of your normal retirement date, payable for the rest of your life. If you die before receiving at least 10 years of payments, your designated beneficiary will receive the same monthly payment until payments have been made for 10 years. This benefit is payable on the first day of each month after your normal retirement date. If proper consent is obtained, this benefit may be paid in one of the optional forms described in Section VIII.

EXAMPLE: Let's assume you retire at age 65, you have 30 years of benefit service and vesting service, and your average monthly compensation is \$2,500. Your accrued benefit is determined as follows:  $\$2,500 \times 0.019 \times 30 = \$1,425/\text{month}$ .

C. Early Retirement Benefit.

You will be eligible for an early retirement benefit when you have reached age 55 (or age 60 if you are a Confidential Clerical employee who terminated before July 1, 2020, an employee represented by the APSS who terminated employment before October 1, 1997, or an employee represented by the POAM who terminated employment before July 1, 1988) and have completed at least 10 years of service. You may begin to receive early retirement benefits on the first day of the month after your early retirement date.

1. Benefit Reduction. Your early retirement benefit will be equal to your accrued benefit if you begin payment of your benefit at your normal retirement date.

Unless you meet one of the exceptions noted below, if you elect to commence early retirement benefits prior to your normal retirement date, the monthly payments will be reduced by 0.4% (or 0.5% if you are a Confidential Clerical employee who terminated before July 1, 2020, an employee represented by the APSS who terminated employment before October 1, 1997, or an employee represented by the POAM who terminated employment before July 1, 1988) for each month that you receive payment prior to your normal retirement date. The reduction in the monthly benefit is intended to reflect the fact that you probably will receive the early retirement benefit for a longer period of time.

EXAMPLE: Assume your monthly accrued benefit payable at normal retirement is \$1,425. If you elect to commence benefit payments early at age 62, your reduced monthly benefit would be determined as follows:

$$\text{Step 1: } 0.4\% \times 36 \text{ months} = 0.004 \times 36 = 0.144$$

$$\text{Step 2: } 0.144 \times \$1,425 = \$205.20$$

$$\text{Step 3: } \$1,425 - \$205.20 = \$1,219.80$$

Your reduced monthly benefit payable at age 62 would be \$1,219.80.

2. Exception for Employees Represented by the POAM. If you are an employee represented by the POAM and you terminate employment with an effective date after January 31, 2004, your benefit attributable to years of benefit service earned after January 1, 2004, and before expiration of the collective bargaining agreement dated June 1, 2009 (including any extensions), will not be reduced.

3. Exception for Confidential Clerical Classification and Employees Represented by the APSS. If you are a Confidential Clerical employee who terminates employment with an effective date on or after July 1, 2020 or an employee represented by the APSS who terminates employment with an effective date on or after January 1, 2003, and you have attained age 55 but have not yet attained age 61, your monthly payments will be reduced by .25% for each month that you receive payment prior to your

normal retirement date. To receive the .25% reduction instead of the .4% reduction, you must elect to commence your early retirement benefits immediately following your retirement.

D. Deferred Vested Benefit.

If you are 100% vested, your deferred vested benefit will be equal to your normal retirement benefit. The deferred vested benefit will be payable to you commencing on your normal retirement date.

Your deferred vested benefit may be paid to you as early as age 55 (age 60 if you are a Confidential Clerical employee who terminated before July 1, 2020, an employee represented by the APSS who terminated before October 1, 1997, or an employee represented by the POAM who terminated before July 1, 1988). If you request payment prior to age 65, the benefit will be reduced in the same manner as an early retirement benefit (except that the early retirement exception described in Article VII.C.3 will not apply).

E. Death Benefit.

If you die after completing 10 years of vesting service and before benefit payments have begun, your beneficiary will be entitled to a death benefit equal to your accrued benefit (disregarding the early retirement exceptions described in Article VII.C.). This benefit will be paid to your designated beneficiary in a single lump-sum payment or as a monthly benefit payable for life with 120 guaranteed payments (see the description of a Life Benefit with 10 Years Certain in Section VIII.B.). If the present value of your accrued benefit is \$5,000 or less, the benefit will be paid to your beneficiary in a single, lump-sum payment with no other choice of payment.

You should designate a beneficiary for the death benefit on the form provided by the University. The beneficiary form must be filed with the University during your lifetime.

If you do not file the beneficiary form, the death benefit will be paid to the first living individual determined in the following order: your spouse, your children (and if deceased, their children), your parents, and then your brothers and sisters. If none of those individuals are alive at the time of your death, the death benefit will be paid to your estate.

F. Refund of Pick-Up Contributions.

If your employment terminates for any reason, including death, before you are vested under this plan, you (or your beneficiary) may elect to receive a distribution equal to any Pick-Up contributions that were made to this Plan on your behalf (not including earnings). The Pick-Up contributions will be paid in a lump sum as soon as administratively feasible after you (or your beneficiary) elect a distribution.

G. Late Retirement Benefit.

If you continue to work after your normal retirement date, your late retirement benefit will be equal to your accrued benefit, including benefits accrued after your normal retirement date. You will be eligible for this benefit when you actually retire. You may begin to receive late retirement benefits on the first day of the month after your late retirement date. Your late retirement benefit will be equal to your accrued benefit at the time benefit payment begins. However, if greater, you will receive your accrued benefit as of your normal retirement date (calculated as if you had retired on your normal retirement date) increased actuarially to your current age to reflect your shorter life expectancy.

## VIII.

### HOW YOUR RETIREMENT BENEFIT IS PAID AT RETIREMENT

Your retirement benefit will be paid to you after you have retired and filed an application for benefits. It may be paid to you in various optional forms.

A. Normal Form of Payment.

If you are single, your retirement benefit will be paid monthly for the balance of your life or for 10 years, whichever is longer. However, you may waive this form of payment and elect payment in a single life annuity as described below.

If you are married, your retirement benefit will be paid monthly in the form of a joint and 100% survivor annuity. A "joint and 100% survivor annuity" will pay you a certain amount per month for the balance of your life and thereafter your spouse will receive a benefit equal to your monthly benefit for the balance of the spouse's life. You and your spouse may waive the joint and survivor form of payment and elect to have payments paid in one of the other monthly optional forms of payment. Any such waiver must be on the form provided by the University. Your spouse must execute the waiver form in the presence of a University representative or a notary public. You and your spouse must sign the waiver within 180 days of the date on which payments begin.

B. Optional Forms of Payment.

The optional forms of payment are described below. Whether you are married or not, the single life annuity payment option provides the largest monthly benefit amount to you, because benefit payments end when you die. Your monthly benefit amount will be slightly less if you elect another option to allow for the continuation of monthly payments to another person, if living, after your death, or to provide a guaranteed benefit payment period regardless of how long you live

1. Life Benefit With 10 Years Certain.

This form pays you a monthly benefit during your lifetime in an amount equal to your accrued benefit. Benefits will continue until you die or until 120 payments

have been made, whichever is later. If your death occurs after the 120 months have expired, no death benefit will be paid to your beneficiary.

2. Single Life Annuity.

This form pays you a monthly benefit during your lifetime. No benefits are paid to anyone after your death.

3. Joint and 100% Survivor Annuity.

This form pays you a monthly lifetime benefit equal to your accrued benefit and, thereafter, equal monthly payments to your spouse, if surviving, for the balance of his or her life.

4. Joint and Two-Thirds Surviving Annuity.

This form pays you a monthly lifetime benefit equal to your accrued benefit and, thereafter, monthly payments to your spouse, if surviving, for the balance of his or her life in an amount equal to two-thirds of the monthly amount previously received by you.

5. Joint and One-Half Survivor Annuity.

This form pays you a monthly lifetime benefit equal to your accrued benefit and, thereafter, monthly payments to your spouse, if surviving, for the balance of his or her life in an amount equal to one-half of the monthly amount previously received by you.

6. Lump-Sum Distribution (Death Benefit).

A lump-sum payment is available only in the event of your death. This form pays your beneficiary the actuarially determined present value of your accrued benefit in a single payment. The present value of your benefit will be based on the actuarial assumptions stated in the plan. This benefit may be paid directly to your beneficiary or by direct rollover to an IRA or another eligible retirement plan, if that plan is authorized to accept a rollover from this Plan.

EXAMPLE: Let's assume that you retire at age 65 when your spouse is age 62 and your accrued benefit is \$1,235.00 per month. The following chart illustrates the monthly payment options that are available under the Plan.

<u>Form of Payment</u>	<u>Approximate Monthly Payment</u>
(1) Life Benefit with 10 Years Certain (normal form if not married)	\$1,235.00
(2) Single Life Annuity	\$1,296.75
(3) Joint and 100% Survivor (normal form if married)	\$827.45 for your life and then \$827.45 for your spouse's life
(4) Joint and 2/3 Survivor	\$926.25 for your life and then \$617.49 for your spouse's life
(5) Joint and 1/2 Survivor	\$988.00 for your life and then \$494.00 for your spouse's life

C. Reduction of Benefits for Previous Payment.

If you receive a payment of any benefits under this Plan and are reemployed by the University thereafter, the benefits payable to you upon your later retirement will be reduced by the value of the earlier payments.



D. Suspension of Benefits Upon Reemployment.

Your benefits will be suspended during any month in which you return to active service with the University and are credited with 40 or more hours of employment. You will receive a "Notice of Suspension" which will explain that the benefits are being suspended because you have returned to active service with the University. You may request that the University review the suspension of benefits by submitting a written request for review within sixty (60) days after receipt of the notice of suspension.

When your employment terminates again, you will be entitled to have your retirement benefit recomputed on the basis of your age and accrued benefit at the time of your later termination of employment.

E. Benefit Payments Pursuant to Orders by Divorce Courts.

A divorce court may order the Plan to pay part of your benefits under the Plan to your spouse, former spouse, child, or other dependent (an "alternate payee") through an "eligible domestic relations order." If the University receives a domestic relations order involving your benefits under the Plan, the University will notify you of the receipt of the order and give you an opportunity to comment on the contents or the validity of the order. The University will then determine whether the order satisfies the requirements for eligible domestic relations order and notify you accordingly. If the order does qualify, the University will comply with the terms of the order. You have the right to receive, free of charge, a copy of the Plan Administrator's procedures for making the determination.

Payment to the alternate payee will be made upon proper application by the alternate payee and may begin after the date on which you become entitled to benefit payments under the Plan in accordance with the terms of the order.

## **IX.**

### **TAXABILITY OF DISTRIBUTIONS FROM PLAN**

The amounts contributed to the Plan on your behalf are not included in your income for tax purposes until you begin to receive distributions from the Plan. The taxation of your Plan benefits is deferred until you actually receive benefits from the Plan. Monthly payments from the Plan will be taxable as ordinary income.

The rules on the taxation of distributions from this Plan are complex and contain a variety of exceptions and special provisions. You should contact your own tax adviser to discuss the tax consequences of your distributions and the techniques you may employ to defer or minimize the taxes payable with respect to the distribution.

## **X.**

### **HOW YOU APPLY FOR BENEFITS**

You should apply for your retirement benefits when you retire or terminate your employment and become eligible for payment. An application for benefits should be made in writing at the Human Resources Office. An application for benefits is a claim and must be submitted on the forms provided for that purpose. The Plan Administrator will inform you of the approval or denial of your claim within 90 days of its receipt, unless you are notified prior to that time that an extension (not to exceed an additional 90 days) is necessary. If your claim is denied, you will receive written notification including: (a) the reason for the decision; (b) the section of the plan on which the decision is based; (c) a description of any additional material that you could present to prove your claim; (d) an explanation of why the additional material is needed; and (e) an explanation of the steps you must take to appeal the denial of your claim.

You (or your representative) have the right to appeal for a full and fair review of the denial of your claim within 60 days of receiving notification of the denial. A full and fair review affords you (or your representative) the right to submit written statements, records, or other information relating to your claim and the right to reasonable access to, and copies of, all documents, records, and other information relevant to your claim, at no cost.

The Plan Administrator will inform you of the approval or denial of your appealed claim within 60 days of receipt of your appeal, unless you are notified that an extension (not to exceed an additional 60 days) is necessary. If your claim is again denied, you will receive written notification including: (a) the reason for the decision; (b) the section of the plan on which the decision is based; (c) a statement that you are entitled to receive, at no cost, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and (d) information regarding additional appeal procedures, if any are available. Exceptions to the 60-day period may be applicable if appeals are handled by a committee or board of trustees that holds regular meetings at least quarterly.

## XI.

### YOUR RIGHTS AS A PARTICIPANT

#### A. Rights.

As a participant in the Plan, you may be entitled to certain rights, including the right to obtain copies of all Plan documents and reports for a reasonable charge, upon written request to the University and obtain a statement of your vested benefit, if any, or the earliest date on which your benefits will become vested.

#### B. Limitations.

This Plan is a retirement plan. The Plan covers eligible employees as long as they remain in the employ of the University. The Plan does not constitute a contract of

employment and does not give you any right to continued employment with the University. If your employment with the University terminates for any reason, you will be entitled to the benefits you have earned under the terms of the Plan in effect on the date your employment terminates.

The vested portion of your accrued benefit will be determined by the vesting schedule in effect on the date your employment terminates. The rights and benefits, if any, of any other former employees will be governed by the provisions of the Plan in effect on the date their employment terminated.

C. Plan Administration - Responsibility.

The University decides questions concerning eligibility on the basis of the provisions of the Plan. The Plan provides a right of appeal to persons whose rights are affected by University decisions. A committee is appointed by the President of the University to assist in the administration of the Plan.

The University and other persons responsible for the administration of the Plan are required to act solely in the interest of the participants. They must discharge their duties under the Plan in a sound and prudent manner. You may not be fired or discriminated against in order to prevent you from obtaining a Plan benefit or exercising your rights under the Plan or the law.

D. Protection From Creditors.

Your interest in this Plan is subject to the "spendthrift" provisions of the Plan. The spendthrift provisions are designed to protect your interest from garnishment or seizure by your creditors.

These provisions also prevent you from assigning or pledging your interest in the Plan as security for a loan or other obligation. These spendthrift provisions do not apply to assignments made in an "eligible domestic relations order."

## **XII.**

### **AMENDMENTS OR TERMINATION OF THE PLAN**

Although the University intends to continue the Plan on a permanent basis, it reserves the right to amend the Plan at any time and from time to time or to terminate the Plan at any time; provided, however, that the University will bargain over termination and amendment with collective bargaining representatives of eligible employees if and as may be required by law or by the terms of the applicable collective bargaining agreement. If the Plan is terminated, all participants will become 100% vested in their accrued benefits insofar as the benefits are funded by the trust fund.

## **XIII.**

### **BASIC PLAN INFORMATION**

Plan Sponsor and Administrator:	Grand Valley State University
Address:	140 Lake Michigan Hall Allendale, Michigan 49401
Phone:	(616) 331-2215
Name of Plan:	Grand Valley State University Professional Support Staff Retirement Plan A
Type of Plan:	This is a defined benefit plan

Plan Year:

July 1 to June 30

Name and address of Trustee:

Fifth Third Bank  
Corporate Trust Division  
11 Lyon Street, N.W.  
Grand Rapids, Michigan 49503