

AMALGAMATED INSURANCE RETIREMENT FUND
DOMESTIC PARTNER PROCEDURES

Note: The NATIONAL RETIREMENT FUND (the "Fund") generally extends spousal-like benefits to a Participant's Domestic Partner (as defined below). For example, a Participant could elect to receive his pension in the form of a Joint and Survivor Annuity, and name his Domestic Partner as the joint annuitant to the pension. Federal law, however, does not recognize the existence of a civil union or domestic partnership relationship. Accordingly, Domestic Partners are not entitled to certain benefits reserved for individuals recognized as "spouses" under federal law.

A Participant must follow these instructions if he/she wishes his/her Domestic Partner to be eligible to receive spousal-like benefits under the Plan.

I. Definitions: Domestic Partner and Domestic Partnership

The Plan defines Domestic Partner as a Participant's partner, with whom a Participant is in a Domestic Partnership.

The Plan defines a Domestic Partnership as follows: The person with whom a Participant is in a Domestic Partnership. There are two ways a Participant can be in a Domestic Partnership. The first is if the relationship between the Participant and his or her same or opposite sex partner is legalized in a state that legalizes civil unions and the relationship was legalized at least one year immediately prior to the Participant's Annuity Starting Date. Alternatively, if the Participant does not reside in a state that recognizes civil unions, then the Participant can be in a Domestic Partnership if the Participant and his or her same or opposite sex partner:

- (i) The partners have been in a mutually exclusive relationship as spousal equivalents for a minimum of one year immediately prior to the Participant's Annuity Starting Date (or date of death);
- (ii) The partners have shared a legal residence for at least twelve consecutive months immediately prior to the Participant's Annuity Starting Date (or date of death);
- (iii) The partners are financially interdependent;
- (iv) The partners are not related to each other by blood; and
- (v) Neither partner is married to, or in a same-sex or opposite-sex Domestic Partnership with anyone else.

II. Benefits

The Plan will generally treat a Participant's Domestic Partner as his/her spouse. Federal law, however, prohibits the Plan from extending certain benefits to same or opposite sex partners or civil union/domestic partners who are not legally married. This section describes the spousal benefits which cannot be extended to Domestic Partners and the spousal-like benefits which will be extended to Domestic Partners under the Plan.

A. Benefits Which Cannot Be Extended to Domestic Partners.

1. Qualified Pre-Retirement Survivor Annuity (QPSA). A Participant's Domestic Partner cannot automatically qualify for a QPSA. As discussed below, the Plan does permit a Participant to elect to provide a pre-retirement death benefit to a Domestic Partner.
2. Qualified Joint and Survivor Annuity ("QJSA"). A Participant in a Domestic Partnership is not eligible to receive a benefit in the form of a QJSA as the normal form of benefit, with a Domestic Partner as the joint annuitant. As discussed below, the Plan may permit a Participant to elect a joint and survivor annuity, naming a Domestic Partner as the joint annuitant.
3. Waiver of QJSA. The Fund cannot require a Participant to obtain a Domestic Partner's consent to: (1) elect any benefit form; or (2) name a beneficiary other than the Domestic Partner.
4. Qualified Domestic Relations Order (QDRO). The Fund cannot honor a court order assigning pension benefits to a Participant's former Domestic Partner as a QDRO, nor can the Fund allow a Participant's pension benefits to be assigned to a former Domestic Partner.
5. Minimum Distribution. The Fund is required to distribute any benefit due a Domestic Partner in accordance with the minimum distribution rules governing non-spousal beneficiaries.

B. Benefits Which Are Available to Domestic Partners Under the Plan.

Single Life Annuity
Joint and 50% Survivor Annuity
Joint and 75% Survivor Annuity
10-Year Certain Pension
Pre-Retirement Survivor Annuity

III. Procedure for Verifying Domestic Partner Status.

A Participant who seeks Domestic Partner benefits is required to submit an affidavit attesting to the Domestic Partner status.

In addition, those Participants in Domestic Partnerships through civil unions are required to provide proof that they entered into a civil union with the state, county or other locality in which they reside.

The Fund may take such actions as are necessary to recoup any benefits improperly paid to persons who are not entitled to Domestic Partner coverage, and any expenses related to such recovery.

A Participant and/or his/her alleged Domestic Partner will be required to refund the Plan for the costs associated with the wrongfully extended benefits.

IV. Modification and Interpretation.

The Trustees reserve the right to amend or modify the eligibility requirements for Domestic Partner benefits and to amend, modify or terminate Domestic Partner benefits at any time for any reason. The Trustees reserve the right to interpret all plan documents concerning Domestic Partner benefits and to interpret the requirements for and extent of such benefits.

AMALGAMATED INSURANCE RETIREMENT PENSION FUND
AFFIDAVIT OF DOMESTIC PARTNERSHIP

STATE OF)
 : SS:
COUNTY OF)

The undersigned, being duly sworn, depose and declare as follows:

Part A. *Please check the applicable box.*

1. We live in _____ (city), _____ (state), and entered into a civil union in a jurisdiction which recognizes civil unions and we have attached a copy of our civil union certificate. Our relationship was legalized on _____.

2. We live in _____ (city), _____ (state), which does not recognize same sex marriage or civil unions, or domestic partners who are not legally married and:
 1. Neither of us is married to, or in a same-sex or opposite-sex domestic partnership with anyone else.
 2. Each of us is at least eighteen (18) years of age and mentally competent to enter into a contract under the laws of the state in which we reside.
 3. We are not related by blood in a manner that would bar marriage under the laws of the State in which we reside.
 4. We have shared a legal residence for at least twelve (12) consecutive months, and intend to continue to live in such arrangement indefinitely. We began living together on a continuous basis on _____.
 5. We are financially interdependent and have submitted evidence of such interdependence in accordance with the attached Declaration of Financial Interdependence.

Part B.

1. We understand that the Fund may seek to recoup losses incurred by the Plan, from one or both of us, due to any false or misleading statement contained in this Affidavit.
2. We understand that this Affidavit may have legal implications relating, for example, to our ownership of property, and that before signing this Affidavit, we should seek competent tax and legal advice concerning such matters.

Participant: Print Name Date

Domestic Partner: Print Name Date

Signature

Signature

Sworn to before me this

_____ day of _____, 202__.

NOTARY PUBLIC

DECLARATION OF FINANCIAL INTERDEPENDENCE

We, the undersigned domestic partners, are financially interdependent. We submit the following two items of proof evidencing our financial interdependence:

_____ We have a joint bank account.

_____ We have a joint credit card.

_____ We are joint obligors on a loan.

_____ We jointly own our residence.

_____ We jointly appear as tenants on the lease for our residence.

_____ We keep a common household (household expenses, e.g., utility bills, telephone bills, joint public assistance budget, etc.)

_____ We have executed wills naming each other as executor and/or beneficiary.

_____ We have granted each other durable powers of attorney.

_____ Other item of proof as is sufficient to establish economic interdependency under the circumstances of the particular case (specify).

Participant: Print Name Date

Domestic Partner: Print Name Date

Signature

Signature

Sworn to before me this

_____ day of _____, 201__.

NOTARY PUBLIC

ATTACHMENT I

EXAMPLES OF ITEMS OF PROOF FOR THE DECLARATION OF FINANCIAL INTERDEPENDENCE

Listed below are examples of items of proof that may be acceptable attachments to a Declaration of Financial Interdependence. Other items of proof may also be acceptable. You must provide an original plus a photocopy of all items of proof. The original documents will be returned to you.

NOTE: All determinations of whether a particular item of proof is acceptable to prove financial interdependence shall be made by the Plan Administrator, in its sole and absolute discretion.

JOINT BANK ACCOUNT

- Statement with both names
- Check with both names
- Passbook with both names

JOINT CREDIT CARD

- Statement with both names

JOINT OBLIGORS ON LOAN

- Note or other loan origination document with both names

JOINT OWNERSHIP OF RESIDENCE

- Deed or other sale/transfer document with both names
- Property or water tax document with both names

JOINT TENANTS ON LEASE

- Lease with both names

COMMON HOUSEHOLD EXPENSES

- Utility/telephone bill with both names
- Public assistance document with both names

JOINT WILLS

- Copy of will or wills, with each party naming the other as beneficiary and/or executor

POWER OF ATTORNEY

- Copy of Powers of Attorney with each party naming the other party and no limitation on the term of the documents

NATIONAL RETIREMENT PENSION FUND

