

**WELCOME TO THE CONSTRUCTION WORKERS, LOCAL 1 PENSION PLAN. BE SURE TO READ THIS HANDBOOK CAREFULLY.**

This Pension Plan began on June 1, 1970 in accordance with the bargaining agreement between Local 1, Construction Workers Union and the Construction Contractors Association.

The principal purpose of the Construction Workers, Local 1 Pension Plan is to provide retirement benefits to eligible Participants. In certain circumstances, the Pension Plan also provides disability benefits and death benefits.

This handbook is divided into two parts. The first part is the Summary Plan Description (SPD); the second part is the official Plan Document and contains the legal provisions governing the Plan. This SPD explains:

- how your benefit is calculated;
- when you may retire;
- the forms of payment the Plan provides;
- how to apply for benefits; and
- the restrictions and administrative procedures that apply.

This SPD summarizes and simplifies the Plan document provisions, therefore it cannot describe all the restrictions on benefits or exceptions that may be contained in the Plan document. In the event the provisions of this SPD do not cover your situation, or if any term or provision in this SPD is unclear or ambiguous, the provisions of the Plan document will govern.

If you have any questions about the information in this SPD, or if you want to know how a specific Plan provision applies to you, write or call the Trust Administration Office. A Plan representative will be happy to answer your questions.

Trust Administration Office  
[Address, Phone]

## **PARTICIPATION**

The Plan is a Defined Benefit Plan and you are entitled to participate in this Plan if you work under a Collective Bargaining Agreement requiring contributions to the Plan. Certain non-bargaining Participants may be entitled to participate if there is a special agreement between the employer and the Board of Trustees.

## **PLAN FUNDING**

The Plan is funded by your Employer's contributions. The hourly rate of your Employer's contribution is determined by a collective bargaining agreement with the Union, or a special agreement. You are not required or permitted to contribute to the Plan.

A copy of the collective bargaining agreement is available for inspection at the Administration Office and a copy of it may be obtained by writing to the Administration Office. The Trustees may make a reasonable charge for providing copies.

## **SERVICE**

**Credited Past Service** - Past Service means the years of employment after January 1, 1958 and prior to the effective date of this Plan, January 1, 1970. In order to obtain any Credited Past Service, you must have earned at least 1,000 Covered Hours of Employment (hours for which contributions were made to the Plan) in any one single Plan Year during the period of January 1, 1970 to December 31, 1973, and you must have accumulated at least two years of Credited Future Service.

You will receive one year of Credited Past Service (up to 10 years) for each Plan Year commencing January 1, 1958 and ending December 31, 1969, in which you had eligible employment of 1,000 hours or more without a break in past service.

**Credited Future Service** - Future Service is the period of service on or after January 1, 1970. You earn one year of vesting service for each Plan Year in which you work 1,000 Hours of Covered Employment.

**Credited Service** - means the sum of your Credited Past Service and your Credited Future Service. Your years of Credited Service are used to determine whether you are Vested and also to ascertain your eligibility for Normal, Early, Disability and Death benefits.

## **HOW YOUR BENEFIT IS CALCULATED**

Your retirement income will be based on your Monthly Calculated Benefit which is determined as follows and will be payable for your lifetime with 5 years guaranteed:

- 1) For each year of Credited Past Service your monthly benefit is \$5.00. The maximum allowable Past Service Benefit is \$50.00 per month.
- 2) For Credited Future Service, a monthly benefit of 2.0% of Employer Contributions made on your behalf for Hours of Service earned on or after January 1, 1970.

## **VESTING**

Vesting service is used to determine whether you have a nonforfeitable right to receive a retirement benefit. You will become fully vested when you have 5 Years of Credited Service, including 2 years of Future Credited Service.

### **Vesting Service During Maternity and Paternity Leave**

The following rules apply to Maternity or Paternity leave:

- You will receive Vesting Service for the number of hours required to prevent a Break-in-Service for the Plan Year in which your Maternity or Paternity leave begins.
- If you do not need this credit to prevent a Break-in-Service for the Plan Year in which your leave begins, you will receive this credit for the following Plan Year to the extent that you are absent due to a Maternity or Paternity leave (but only up to the number of hours required to prevent a Break in Service for that Plan Year).
- If you are absent from work due to layoff or similar reason when leave begins, you will not receive credit for Maternity or Paternity leave.

To receive credit for Maternity or Paternity leave, you must provide the following to the Trust Administration Office:

- A statement that the absence was due to Maternity or Paternity leave, as defined above.

- Information required to determine and document the length of absence.

## **Military Service**

Federal Law may require that you receive Vesting and Benefit Service while serving in the Armed Forces of the United States. You should contact the Trust Administration Office as soon as you know you will be leaving Covered Employment to serve in the military and again as soon as you return from military service.

## **BREAKS IN SERVICE**

Generally, a "break-in-service" will occur at the end of any period of two consecutive Plan Years during which you fail to earn at least 400 hours of service in any one of those Plan Years.

If you have forfeited credits as a result of a "break-in-service," you may be entitled to a restoration of such credits if you return to covered employment within a certain time.

## **Preventing Breaks in Service**

A break in service may be postponed if you are absent from work for one of the following reasons:

- Service with the Armed Forces of the United States,
- You are physically or mentally disabled, provided timely notice of such disability is given to the Trustees,
- You are available for but are unable to obtain sufficient work in Covered Employment and the Trustees have made an advance determination of unusually adverse conditions

in the industry for that specific Plan Year;

- Leave of absence, approved in advance by the Trustees;

No accumulation of additional retirement benefits is provided for Contiguous Non-Covered employment.

### **Re-employment after Break in Service**

If you are vested when your participation terminated and you are re-employed by a contributing employer before retiring, all service and accrued benefits you earn after you return to work will be added to your previous service and accrued benefits.

If your Plan participation terminated before you were vested, you may reinstate your service and accrued benefit if you are re-employed by a contributing employer and if you earn at least one year of service (1,000 hours) in a Plan Year before your consecutive breaks in service equal the greater of (5) years or your total years of service before your break.

## **RETIREMENTS**

### **Separation from Service**

You must Separate from Service before benefit payments begin. This means you must terminate employment with your most recent Contributing Employer and with any other related business or trade (whether or not incorporated) that is a member of a controlled group or under common control with your employer through common ownership. You will not be Separated from Service if you change jobs to a non-covered position with the same employer. If you return to work for your most recent

Contributing Employer within six months of the date you terminate, the Plan Administrator will presume that you did not intend to Separate from Service.

The Plan Administrator may request certification that you have Separated from Service. If you have questions about whether an employee is a member of a controlled group or under common control of another employer, call the Trust Administration Office for information.

If you wish to receive a retirement benefit after age 70½ while you are still working, special Separation from Service rules may be available. Call the Trust Administration Office for information.

### **Normal Retirement**

To be eligible for Normal Retirement, you must be age 65 and meet the following service requirements:

- 5 years of Credited Service, and 2 years of Credited Future Service; or
- the fifth anniversary of the date you became a Plan Participant without a Break in Service.

You may retire with full benefits on the later of the first of the month after you reach your Normal Retirement Age, or after you satisfy the above requirements.

### **Early Retirement**

To be eligible for Early Retirement you must be at least age 55 and meet the following requirements:

· 10 years of Credited Service, including 2 years of Credited Future Service

Your Early Retirement Benefit will be equal to the Monthly Calculated Benefit earned to the date of your Early Retirement, reduced by 1/2 of 1% for each month that your Early Retirement date precedes your 65th birthday.

## **DISABILITY RETIREMENT**

If you become totally and permanently disabled before you become eligible for Normal Retirement, you will be eligible for Disability Retirement Benefits if you meet the following requirements:

- at least 10 years of Credited Service with 2 years of Credited Future Service

Permanent total disability is defined as disability resulting from any medically determinable physical or mental impairment which can be expected to be of long, continued or indefinite duration and which will render the Employee incapable of continuing in the employment of an Employer or engaging in any other regular employment for an Employer or engaging in any regular employment or occupation substantially gainful in character which the Employee would otherwise be expected to be capable of performing in light of his/her training, experience and ability. Disability Retirement Benefits will not be payable to an Employee where the disability results from a self-inflicted injury or the habitual use of narcotics or the habitual use of alcoholic beverages.

Your Disability Retirement Benefit is a monthly payment equal to the Normal Retirement Benefit you had earned as of the date of your Disability Retirement. Benefits will commence the first month following six full calendar months of disability. Under certain limited circumstances, the Trustees have authority to waive the six (6) month waiting period.

The disability pension is payable for as long as you remain totally disabled. At any time, the Trustees may require that you submit to re-examination by a physician chosen by them, but not more often than once every six months. If you refuse to be examined for the purpose of determining whether you still meet the requirements for disability retirement, or if an examination reveals you are no longer disabled, your benefits will stop. Disability Retirement Benefits end when your disability ends, you return to work or on the date of your death, whichever is earlier.

## **FORMS OF PAYMENT**

The Plan provides several different forms of retirement payments to assist you in fulfilling your particular economic and family needs.

If the expected total value of your benefit is \$5,000 or less, the Administration Office will pay your retirement benefit in a lump sum, instead of setting up monthly payments. No other form of payment will be available, and no further benefit will be payable from the Plan. If the amount of your total distribution is \$5,000 or less you may ask the Administration Office to pay all or part of a lump sum cash-out directly to your individual retirement account, annuity Plan, or other qualified employer Plan. This is called a direct rollover.

Unless a direct rollover is made, the Administration Office must withhold 20% of the lump sum for federal income taxes. The direct rollover and 20% withholding rules do not apply to payments which are required by federal law when you reach age 70½, or to lump sum payments of less than \$200.

If the expected total value of your benefit is greater than \$5,000, you will not receive a lump sum, but may choose from several forms of retirement payments. The monthly amount of income differs under each form, but the expected value is the same for all forms.

### **Monthly Life Annuity -- Five Year Certain**

This form of retirement payment provides you with a lifetime monthly benefit. The payment begins on your retirement date and ends on the month in which you die. If you die before you receive 60 monthly payments, the Plan pays the remainder of the 60 monthly payments to your beneficiary. No payments are made to your designated beneficiary after the 60th payment has been made.

Your beneficiary is the person you name at retirement to receive payments if you die before you receive 60 monthly benefit payments. You may name your spouse or any other person to receive this benefit. If you are married, however, your spouse must provide written consent to this form of payment.

If you do not name a beneficiary or if your beneficiary does not survive you, the Plan pays any remaining benefits due to your estate.

## **Joint Annuity**

These forms of payment provide you with a lifetime monthly benefit. Monthly benefits are payable to you from your retirement date until your death. After your death, benefits are paid directly to your Joint Annuitant. If your Joint Annuitant dies before you, benefit payments will not be increased and will end at your death unless you also elect the Pop Up Option.

Your Joint Annuitant is the person you name to receive joint annuity payments after your death. You may name your spouse or any other person. If you are married, however, your spouse must provide written consent if you name another person as your Joint Annuitant.

You may select one of the following joint and survivor annuities:

- 50% joint annuity -- pays your Joint Annuitant a benefit equal to 50% of your reduced benefit;
- 75% joint annuity -- pays your Joint Annuitant a benefit equal to 75% of your reduced benefit;
- 100% joint annuity -- pays your Joint Annuitant a benefit equal to 100% of your reduced benefit.

## **If you are Married -- Spousal Consent Form of Benefit Payment**

If you are married when you retire and do not select a form of payment, your benefit will automatically be paid as a 50% joint annuity with your spouse as Joint Annuitant. Your spouse must provide written consent of an election of a form of payment other

than the 50% joint option. However, once benefit payments begin, neither you nor your spouse may cancel this consent.

### **Level Income Option**

This option is available to Participants who retire before age 62. The level income option provides for larger payments before you become eligible for Social Security benefits at age 62, and correspondingly reduced payments after age 62. This form of payment is designed to be coordinated with Social Security so that your total monthly benefit will be as uniform as possible both before and after you become eligible for Social Security.

### **Pop-up Option**

This option is available to Participants who elect a Joint Annuity form of Benefit. Under this option, should the participant's spouse die first, the participant's benefit will pop-up to the Monthly Life Annuity (Five Year Certain) payable for the remainder of the participant's lifetime.

## **APPLYING FOR RETIREMENT**

When you are eligible to retire, you must file a written application for benefits on a form approved by the Trustees. You may obtain an application form from the Administration Office or Local 1 Union Office.

If you are eligible to retire, you will be sent a written explanation of the forms of retirement payments available to you, and the monthly amount payable under each form. After you receive the written explanation, you have 90 days to select (or change) the

form of retirement payment. If you receive the written explanation more than 90 days before benefits start, you will be given 90 days immediately before benefits start to select (or change) the form of retirement payment.

### **Change in Form of Payment**

Once you begin receiving payment, you may not change your type of retirement. For example, you cannot take Early retirement and later switch to Disability retirement. Similarly, you may not change your form of retirement payment, except as provided above.

### **WORKING AFTER RETIREMENT**

If you retire and later return to work in suspendible employment, your Normal or Early Retirement benefit will be suspended if you work more than 40 Covered Hours of Employment in any calendar month.

If you return to work in the construction industry, you must notify the Administration Office immediately after you start working. If you fail to notify the Administration Office of your return to work, they will presume you worked over the limit allowed each month. The Trust is entitled to recover overpayments equal to as much as three full benefit payments and thereafter, 25% of each benefit payment until full recovery of the overpaid amount is received.

You should notify the Administration Office once you cease working so that your benefit Payments may again commence.

A pensioner who returns to work for at least 500 Covered Hours of Employment in a Plan Year will receive a higher pension based on the additional benefits earned while working.

### **Verification of Employment**

You may make a written request to the Administration Office to find out if a specific employment situation is Suspendible Employment and you will be notified whether your employment is suspendible within 90 days after your request has been received based on the facts you provide.

If additional information is needed, a decision will be rendered within 90 days of receiving the additional information.

If the Trustees determine that you are working, they may request information concerning your employment so that they can determine whether you are working in Suspendible Employment. If you do not respond to this request, the Trustees may withhold your benefit payments until you provide the requested information.

### **When Payments are Mandatory**

If you are no longer working in Covered Employment, you must start receiving your retirement benefit no later than April 1 of the year which follows the year in which you reach age 70½.

### **DEATH BENEFITS**

Death benefits are paid to your spouse or other designated beneficiary if you die before you retire. If you are married, your

beneficiary is your spouse unless your spouse consents in writing to another beneficiary designation.

### **Surviving Spouse Annuity**

Your Spouse is eligible to receive a spousal annuity if all of the following conditions are met as of the date of your death:

- you were at least age 55
- you die before your retirement date
- you have at least 5 years of Credited Service, which includes 2 years of Credited Future Service
- you were married to your Spouse on the day of your death.

Your eligible spouse will receive monthly payments until death. The amount of the payments will be valued as the Joint Annuitant portion of a 50% survivor annuity, assuming that you had retired the day before your death.

### **Surviving Spouse Annuity Before Age 55**

If you die before age 55 your spouse is eligible to receive a spousal annuity if all of the following conditions are met as of the date of your death:

- you die before your retirement date
- you have at least 5 years of Credited Service, which includes 2 years of Credited Future Service
- you were married to your Spouse on the day of your death

Your eligible spouse will receive monthly payments until death. The amount of the payments will be valued as the Joint Annuitant portion of a 50% survivor annuity. Benefits payable to your surviving spouse will begin the month after you would have reached age 55.

## **Your Rights Under ERISA**

As a Participant in the Construction Workers, Local 1 Pension Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the Plan Administrator's Office and at other specified locations, such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to a Pension at Normal Retirement Age, and if so, what your benefits would be at normal retirement age if you stop working under the Plan 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 earn a right to a Pension. This statement must be

requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your 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 your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials requested were not required to be sent under federal law or were not sent because of reasons beyond the control of the Administrator. If your claim for a benefit is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for

example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area Office of the U.S. Labor-Management Services Administration, Department of Labor.

## **PLAN INFORMATION**

### **Plan Name**

This Plan is known as the Construction Workers, Local 1 Pension Plan

### **Plan Number**

The Plan Number is 001.

### **Type of Plan**

This Plan is a multi-employer defined benefit pension plan

### **Plan Year**

The Plan Year is January 1 through December 31

### **Description of Collective Bargaining Agreements**

This Plan is maintained pursuant to several collective bargaining agreements between contributing Employers and Local 1. A copy of any agreement may be obtained by participants and beneficiaries upon written request to the Trustees. Further, any

agreement is available for examination by participants and beneficiaries at the Trust Administration Office, or a Local Union office upon ten (10) days advance written request. The Trustees may impose a reasonable charge to cover the cost of photocopying any agreement. Participants and beneficiaries may wish to inquire as to the amount of the charge before requesting copies.

### **Source of Contributions**

The Plan is funded through Employer Contributions, as specified in the Collective Bargaining Agreements. Employee contributions are neither required nor permitted.

### **Funding**

Employer Contributions are received and held in trust by the Board of Trustees of the Construction Workers, Local 1 Pension Trust.

### **Plan Sponsor and Plan Administrator**

The Participants, retirees and employers are represented in the administration of this Plan through a joint Board of Trustees. The Board of Trustees is the Plan Sponsor and the Plan Administrator.

Board of Trustees of the  
Construction Workers, Local 1 Pension Plan  
[Address, Phone]

The names and addresses of the Employer Trustees are:

Trustee 1

[Address, Phone]

Trustee 2

[Address, Phone]

Trustee 3

[Address, Phone]

The names and addresses of the Labor Organization Trustees

are:

Trustee 1

[Address, Phone]

Trustee 2

[Address, Phone]

Trustee 3

[Address, Phone]

A complete list of the employers and employee organizations sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Trustees. This list is available for examination at the Trust office. The Trustees may impose a reasonable charge for the cost of furnishing these lists. You may also make a written request as to whether a particular employer or employee organization is a Plan sponsor, and if so, the sponsor's address.

## **Employer Identification Number**

The employer identification number assigned to the Plan by the Internal Revenue Service is 91-1234567.

## **Type of Administration**

This Plan is administered by the Joint Board of Trustees. The Trustees' have contracted with TPA Administration Services, Inc. to provide administration services.

TPA Administration Services, Inc.  
[Address, Phone]

## **Name and Address of Agent for Service of Legal Process**

For the purposes of accepting service of legal process on behalf of the Trust, the Board of Trustees has designated the law firm of:

[Name, Address]

Each member of the Board of Trustees is also an agent for purposes of accepting service of legal process on behalf of the Plan.