

The Pension Fund Office  
701 W. State Street  
Ithaca, New York 14850

Dear Participant:

The purpose of this booklet or “SPD” is to describe the benefits available to you as a participant in the Bricklayers Local 8 Pension Plan. We suggest you read it thoroughly and carefully, so that you will understand the Plan and its many benefits. You may obtain further information from the Pension Fund Office if you have any questions after reading this booklet.

In the next pages, you will be given answers to questions which will give you, in non-technical language, an outline of the most important provisions of the Plan. While we believe the question and answer section describes the Plan accurately, the Plan Document must govern in case of any conflict.

Benefits from this Plan, together with benefits from your Defined Contribution Plan and Social Security, hold out the promise of a very comfortable retirement – a just reward after a long and productive career. As your Trustees, we pledge to do all we can to assure that the expectations we all have for this Plan are realized.

Sincerely,

BOARD OF TRUSTEES OF THE  
BRICKLAYERS LOCAL 8 PENSION FUND

May 1, 2017

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## **IMPORTANT NOTICE**

This booklet is only a summary of the actual Plan document. In the event there appears to be a conflict between the description of any Plan provisions in this booklet and the actual language in the Plan Document, the language contained in the Plan Document will govern.

Nothing in this booklet is meant to interpret, extend, or change, in any way, the provisions expressed in the Plan.

The Trustees reserve the right to amend, modify, or discontinue all or part of the Plan whenever, in their judgment, conditions so warrant. Any such amendment shall be by an instrument in writing adopted pursuant to the Trust Agreement and signed by one or more Union and one or more Employer Trustees.

## **CAUTION**

This booklet and the Fund Director are authorized sources of Plan information. The Trustees have not empowered anyone else to speak for them with regard to the Plan. No employer, union representative, supervisor or steward is in a position to discuss your rights under the Plan with authority.

## **COMMUNICATIONS**

If you have a question about any aspect of your participation in this Plan, or about any apparent conflict between the Plan and this booklet, you should, for your own permanent record, write to the Fund Director or the Trustees. You will then receive a written reply which will provide you with a permanent record.

**GENERAL INFORMATION**

Name of Fund:	Bricklayers Local 8 Pension Fund (Also referred to as "Local 17 Fund")
Employers:	Various Employers who have a Collective Bargaining Agreement with the Union.
Union:	Bricklayers Local 3, NY
Type of Plan:	Defined Benefit
Administration:	Jointly Administered Trust
Plan Year:	May 1 through April 30
Employer I.D. No.:	16-1077912
Plan Number:	001
Plan Administrator:	Board of Trustees, Bricklayers Local 8 Pension Fund  701 W. State Street, Ithaca, New York 14850 Telephone Number: (607) 272-3853
Agent for the service of Legal process:	Ashley Tilebein, Fund Director 701 W. State Street, Ithaca, New York, 14850 Telephone (607) 272-3853 Service of Legal Process may also be made on any Individual Trustee.
Fund Office:	Ashley Tilebein, Fund Director (607) 272-3853

**BOARD OF TRUSTEES**

EMPLOYER TRUSTEES

Bradley Walters  
Brett Sherman

UNION TRUSTEES

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Brian Edwards  
Duane Vorhis

## **SECTION 1 – THE PENSION FUND AND THE PENSION PLAN**

### *1. When did the Plan Start?*

The Effective Date is May 1, 1970. This is the date that Employers were first obligated to contribute to the Fund for work performed by Participants.

### *2. Who Pays the Cost of The Plan?*

As a result of Collective Bargaining between the Union and the Employers, part of your total compensation is paid as a contribution to the Pension Fund by your Employer for each hour of your covered employment.

### *3. Who Administers the Plan?*

The Plan is administered by both Union Trustees and Employer Trustees. It is the responsibility of the Trustees to assure all Participants under the Plan fair and proper treatment and to keep them informed of the benefits available under the Plan.

### *4. What Happens If the Plan Is Discontinued?*

The Trustees intend to continue the Plan indefinitely. However, if the plan is modified or discontinued in future years, pension benefits will be purchased with all available funds. In no event may any contributions be returned to the Employers or paid to the Union.

### *5. What Documents Tell How the Fund Must Be Operated?*

Your benefits and privileges under the Plan will be governed by the terms and conditions of the Pension Plan and the Agreement and Declaration of Trust.

### *6. How Do I Become a Participant in the Plan?*

You become a Participant on the first day of the month after you complete a 12 consecutive month (1-year) period during which you work at least 300 hours in covered employment. You are an “Active Participant” if you have 300 hours in covered employment in a Plan Year. “Covered Employment” is work covered by the Bargaining Agreement between the Union and any of the Employers who have agreed to contribute to the Fund. §1.23. (Citations in this format are to sections of the Plan Document).

7. *Can My Participation Lapse?*

Yes. If you are not vested, and you have a Break Year (see Question 46) you lose your status as a Participant. You are reinstated if you again meet the Participation requirement described in Question 6. §1.21.

8. *Who Is Responsible for Interpreting the Plan and for Making Determinations Under the Plan?*

The Trustees have full and exclusive discretionary authority to determine eligibility for benefits and to construe the terms of the Pension Plan. The Trustees are the sole judges of the standard of proof required in any case and of the application and interpretation of the Plan. Decisions of the Trustees are final and binding on all parties, and cannot be overturned or reversed unless determined to be arbitrary and capricious. §2.1

## **SECTION 2 – RETIREMENT DATES**

9. *When May I Retire?*

You may cease working and apply for a Normal or Early retirement pension any time after you have satisfied the minimum age and service requirements.

10. *What Are the Age and Service Requirements for a Normal Retirement Pension?*

If you are an active Participant you are entitled to a Normal Pension when you reach the age of 60, the Plan's Normal Retirement Age. §5.1.

11. *What Is the Rule of 80?*

If the sum of your age and Years of Credited Service is greater than or equal to 80, you may retire on an unreduced Early Pension. That is, if you meet this rule and retire, even before reaching age 60, your Early Pension will be the same amount as would your Normal Pension. §5.2.

12. *Is Retirement at Age 60 Compulsory?*

No Employee is obligated to retire at age 60.

13. *What Are the Age and Service Requirements for an Early Retirement Pension?*

Before you can become entitled to an Early Retirement Pension, you must be at least 55 years old and have accumulated at least ten years of Vesting Credit. §5.2.

14. *Will My Pension Start Automatically?*

No. When you are ready to start receiving your pension (Normal or Early), you must complete and submit to the Trustees of the Pension Fund your application for benefits. The first day of the month following your application will be the day your pension check is due. Because the necessary paper work takes time, however, it may be a few months before you actually receive a check. It is suggested that you submit your application at least three months prior to the month in which you wish your pension to start to avoid any delays.

**SECTION 3 – MONTHLY PENSION AMOUNTS**

15. *What Will Be the Amount of My Normal Pension?*

The monthly amount of your Normal Pension will generally depend on your retirement date and when you earned your Credited Service. For Participants retiring on and after May 1, 2016, the monthly Normal Pension is equal to \$74.00 times your Years of Credited Service earned after your latest Break in Service. Years prior to your last Break in Service are valued at the rate in effect immediately prior to the Break. §6.1.

16. *Why Do You Say “Generally” When Discussing the Amount Of the Pension?*

There are two situations where the amount might be different. First of all, it is possible to stop working at a very young age and return some time later to claim your vested pension. Since we do not think it is right to give such a person the benefit of all of the improvements in the Plan during whose years he was not working, the value of such Pension Credit is “frozen”. These years will not receive the same value as the years accumulated by a steady worker. §§5.4, 6.1.

Second, if you are married when you retire, you will automatically receive a lower monthly pension, with benefits continuing to your spouse, unless you and your spouse notify the Trustees before retirement that you want your benefits paid under another optional form. The “default” form of benefit is a 50% Joint and Survivor. (See §4, below for a full explanation). §7.3.

17. *What Will Be the Amount of My Early Retirement Pension?*

The monthly amount of your Early Retirement Pension earned under this Plan will be reduced by 1/3 of 1% for each month of retirement before your 60<sup>th</sup> birthday, which works out to 4% per year. If you retire at age 55, for example, a full five years before your 60<sup>th</sup> birthday, the monthly amount of your pension will be reduced by 20%.

But if you have 15 years of Vesting Credit or more when you take Early Retirement, the reduction is only 1/6 of 1%, which works out to 2% per year. So, if you have 15 Years of Service and retire a full five years before your 60<sup>th</sup> birthday, your monthly pension would be reduced by 10%.

Of course, if you meet the Rule of 80 (question 11) these reductions do not apply. Your Early Pension would be the same as if you took Normal Retirement. §6.2.

18. *How Is My Monthly Pension Paid to Me?*

As soon as your Pension is authorized by the Trustees, your monthly checks will be mailed to you.

19. *Will My Pension Under This Plan Be Reduced Because I Received a Pension from Some Other Source?*

No. Pension payments under this Plan are in addition to all other pensions including Social Security Benefits.

#### **SECTION 4 – OPTIONAL PENSIONS**

20. *What Options Are Available Under the Plan?*

One is the 50% Joint and Survivor Option. This option gives a married participant a lower monthly pension in exchange for a guarantee that one-half of this lower amount will be continued to your surviving spouse after death. This is paid to married participants unless another form is elected.

You can also elect the 100% Joint and Survivor Option, with your surviving spouse receiving 100% of the amount paid to you. Note that this option provides you with a lower benefit in exchange for a greater benefit payable to your spouse in the event of your death. §§7.3, 8.11.

21. *How and When Can I Elect This Option?*

If you are married, you will automatically receive this option unless you and your spouse have notified the Trustees, in writing, that you do not want it. This notice must be on a written application supplied by the Fund Office, and your signatures must be notarized.

22. *How Much of a Reduction Is Made for This Option?*

The benefits to which you would otherwise be entitled will be reduced in accordance with a formula adopted by the Trustees after consultation with the Fund's Actuary. The exact amount of the reduction will depend upon your age, your spouse's age, and statistical tables which the Actuary uses to estimate how long the two of you are expected to live.

23. *What if I Take the Joint and Survivor Option and My Spouse Dies First?*

If that occurs, the “Pop-Up” benefit applies. Your monthly pension would be increased going forward. To obtain this benefit, you must notify the Fund Office and provide requested information to document your eligibility. §7.9.

24. *How Do I Elect an Optional Pension?*

Your election is made on forms supplied by the Fund Office when you notify the Fund that you want to retire. Remember, if you are married, the 50% Joint and Survivor Option will be paid unless both you and your spouse elect otherwise on the forms provided. This means, for example, if you and your spouse want the 100% survivor option, you must first reject the 50% Joint and Survivor Option. §7.4.

25. *What Benefit Payments are Eligible for a Tax-Free Rollover?*

Any Benefit payment eligible for a Tax-Free Rollover may be paid either as (1) a Direct Rollover to another Tax-Qualified Plan, or to an Individual Retirement Account (“IRA”) or (2) to the Participant or Beneficiary (the “Distributee”). The Rollover rules are summarized below, but you are urged to get help from a tax advisor before electing how to receive your benefit.

A request for a Direct Rollover must be made on the form provided by the Fund. The form shall require the following information, and any other information deemed reasonably necessary by the Trustees:

- (1) The amount of the benefit payment to be directly rolled over to a qualified plan or IRA, and the amount, if any, to be paid to the Participant or other payee.
- (2) The correct name, address, and Tax Identification number of the Qualified Plan or IRA to which the Direct Rollover will be sent.
- (3) A statement from the Qualified Plan or IRA (1) that it is a Qualified Plan (or IRA) that accepts Direct Rollovers; and (2) that describes how the check transferring the benefit payment must be drawn.

Benefit payments eligible for Rollover under the Internal Revenue Code are eligible for the Direct Rollover procedures described in this section. The following distributions are not eligible for Direct Rollover:

- (1) Life annuities
- (2) Payments over the life or life expectancy of the Participant, or of the joint life expectancies of a Participant and a Joint Beneficiary.
- (3) Required Distributions under Internal Revenue Code Section 404.

Rollover Distributions to a Participant’s Surviving Spouse:

- (1) Rollovers to a Surviving spouse are eligible for Direct Rollover to an IRA, but are not eligible for Direct Rollover to another Qualified Plan.

- (2) Rollovers to a Participant's Ex-Spouse who is an Alternate Payee under a Qualified Domestic Relations Order to which the Plan is subject are eligible for Direct Rollover to an IRA or to a Qualified Plan.

Direct Rollovers are subject to the spousal consent and waiver of Qualified Joint and Survivor Annuity.

- (1) The Distributee may instruct the Fund to pay a portion of the Distribution as a Direct Rollover, and a portion as a distribution to the individual Distributee, provided the portion of the distribution designated for Direct Rollover is at least \$500.00.
- (2) Direct Rollover is not available for Rollover distributions which total less than \$200.00 during a taxable year.
- (3) The Direct Rollover must be paid to one IRA or one Qualified Plan. It may not be split among more than one Plan or more than one IRA, or between a Plan and an IRA.
- (4) If the distribution is a series of payments eligible for Direct Rollover, the Distributee's election of Direct Transfer, or of individual payment, applies to each payment in the series, until revoked in writing by the Distributee.

This Plan will not accept Direct Transfers from other Qualified Plans or from IRA's. §8.10.

Note that most benefits from this Plan are periodic payments, and will not be eligible for rollover.

## **SECTION 5-DEATH BENEFITS**

### *26. What Death Benefits Are Available Under the Plan?*

If you are not married and you die *before* retirement, your beneficiary is paid a lump sum death benefit equal to the total of employer contributions actually received by the Fund on your behalf, without interest. This benefit is paid whether you are vested or not. §13.2(a).

If you are not married and you die *after* retirement, your beneficiary (or, if deceased, your beneficiary's estate) is paid a Death Benefit equal to the total of all Employer Contributions (without interest) paid to the Fund on your behalf, less the total of all benefits that have been paid to you. If the total of all payments to you is equal to or greater than the total of Employer contributions paid to the Fund on your behalf, no further benefits are paid. §13.2(b).

27. *Are There Any Pre-Retirement Death Benefits for Participants Who Are Married?*

If you are vested and die before you retire, the Fund will pay your surviving spouse a monthly pension called a “Pre-Retirement Survivor Pension”. Upon your death, the Fund Office will supply your spouse with a detailed explanation of this benefit. §7.6.

28. *When Does My Spouse’s Pre-Retirement Survivor Pension Start?*

This depends upon your age at death. If you die before reaching Early Retirement Age, your spouse will be given a choice. (S)He can receive either:

- (a) A monthly pension for life beginning on the date you would have reached Early Retirement Age had you lived; or
- (b) An immediate lump sum pension, reduced actuarially from the date you would have reached Early Retirement Age had you lived.

If you die after reaching Early Retirement Age, but before you retire, your spouse is paid a monthly pension beginning with the month following the month the Fund received proof of your death. §7.6.

29. *Is There a Death Benefit If I Die After Retirement?*

If you die after retirement, benefits will continue if you have selected one of the Joint and Survivor Pensions. If the total of all payments to you and your Beneficiary is less than the total of all Employer contributions paid to the Plan on your behalf, the difference is paid to your Beneficiary or, if deceased, to your Beneficiary's estate. §13.3.

30. *Who Gets These Death Benefits?*

Except for the pension benefits to your spouse, described in the above questions, the death benefit goes to the person you have named as beneficiary. You and your spouse can change this beneficiary any time by simply filling in a form at the Fund Office. If you have no beneficiary, the Fund will pay the benefit to your estate. §13.4.

Note: This Plan guarantees that you and your Beneficiaries combined will receive no less than the amount of the Employer contributions paid into the Fund on your behalf. §13.1.

## **SECTION 6-DEFERRED PENSION**

31. *What Is a Deferred Pension?*

If you are vested and leave your employment, you are entitled to a pension based on the Plan in effect at the time you leave your employment. This is called a Deferred Pension.

32. *When Am I Eligible for a Deferred Pension?*

To be eligible for a Deferred Pension, you must be vested, you must submit a proper written pension application, and you must reach either Early or Normal Retirement Age. §§5.4, 5.2.

33. *If Eligible, What Would Be the Amount of My Deferred Pension?*

The monthly amount of your Deferred Pension will generally depend on your Retirement Date, the same way your monthly Normal Pension depends on your Retirement Date. If you have reached Normal Retirement Age, your monthly pension will be equal to your years of Credited Service times the rate(s) in effect at the time you left your employment. If you have reached Early Retirement Age, the monthly amount of your deferred Pension will be reduced for each month that your Early Retirement Date precedes your 60<sup>th</sup> birthday.

34. *Do Improvements in the Plan after I Leave Employment Increase the Amount of My Deferred Pension?*

Not usually. When you leave covered employment, your benefit is based on the level of benefits in effect before you left. If benefits are improved after you leave, your pension is not increased – it is “frozen” at the old level. §§4.4, 4.5.

35. *What Do You Mean By “Leave Covered Employment”?*

You leave covered employment when you have a Break in Service. You have a Break in Service if you have two consecutive Break Years. §4.4.

36. *What If I Leave, Then Return to Covered Employment, and Then Leave Again?*

Once you are vested, you do not lose vested status. But each segment of employment will be treated separately for purposes of calculating your pension. That is, benefit increases adopted after you left will not apply to credit earned before you left. §4.4.

Example:

Participant “P” earned ten years of Vesting Service and ten years of Credited Service before he leaves covered employment in 2030. Suppose the Fund increases the value of all pension credits in 2032. “P” returns to work in 2036, and works two full years, earning two more pension credits, before submitting his retirement application.

The credit “P” earned before he left in 2030 is frozen at the level in effect at that time. The two pension credits he earned after returning in 2036, however, are counted at the higher level established in 2032. §4.4.

37. *Does the Same Rule Apply to Other Plan Improvements?*

Yes.

## **SECTION 7-DISABILITY PENSION**

38. *When Am I Eligible for a Disability Pension?*

To be eligible for a Disability Pension, you must satisfy three requirements:

- a) you must submit a proper written pension application;
- b) you must have 10 Years of Vesting Credit; and
- c) you must receive a determination of disability from the Social Security Administration. §5.3.

39. *What Will Be the Amount of My Disability Pension?*

The monthly amount of Disability Pension if you are age 45 or older is equal to the Normal Pension you accrued up your Disability Retirement date. If you are under age 45 at the time of your disability, your pension is reduced by 4 percent for each year that your pension starting date is before age 45. §5.3.

40. *When Will the Disability Pension Start, and How Long Will I Continue to Be Eligible for It?*

Your Disability Pension starts on the first day of the month following the date on which the Trustees determine you are disabled, and is effective on the first day of the month following the month in which you applied for disability benefits. §5.3.

41. *While I Am on a Disability Pension, Can I Also Receive Another Pension Under the Plan?*

No. If you are receiving a Disability Pension, you may not receive any other pension under this Plan, even though you may be eligible for such other pension.

## **SECTION 8-VESTING SERVICE AND BREAKS IN SERVICE**

42. *What Is Meant By “Vested” and “Non-Vested”*

You are “Vested” if your right to receive a pension from the Plan, based on the credit you have earned, cannot be lost. You are “Non-Vested” if your pension credits can be lost.

43. *When Am I Vested?*

You are vested under the Plan if you are an active Participant and you accumulate Five Years of Vesting Service or reach Normal Retirement Age while you are an Active Participant. §4.3.

44. *How Do I Earn Vesting Service?*

Vesting Service is counted in hours and in years. To earn any Vesting Service for a Plan Year, you must earn at least 300 Hours of Service that year. If you have 300 hours or more, you earn one/one-thousandth of a Year of Vesting Service for each hour. It takes 1,000 hours to earn a full year of Vesting Service. You cannot earn more than one Year of Vesting Service in any one Plan Year, no matter how many hours you work. §4.2.

NOTE: If you have less than 300 hours for a Plan Year, you earn no Vesting Service that year.

45. *Can My Credit Be Lost or Canceled?*

Yes. If you have too many consecutive Break Years before you are vested, you have a Permanent Break in Service. Your participation, your previously credited years of Vesting Service, and your previous years of Credited Service could be canceled. §4.5.

46. *What Is a Break Year?*

You have a Break Year in any Plan Year in which you fail to complete 300 Hours of Service. Note: If you work with a contributing employer in non-covered employment, and that employment was continuous with your covered employment with that same employer, it will be counted as if it were covered employment in determining whether you have a Break Year. §1.21.

47. *What Causes a Permanent Break?*

If you are not vested, you have a Permanent Break in Service after you incur the greater of (A) five Break Years in a row or (B) a number of Break Years in a row equal to or exceeding the number of Years of Vesting Service you had accumulated before the Break. For example, if you work two years, and then stop working for five years, you would have a Permanent Break. §4.5.

48. *What Happens If I Have a Permanent Break?*

If you have not become vested, and you have a Permanent Break in Service, your previous pension credits and years of Vesting Service are canceled and your participation is canceled. You would be reinstated as a new participant if you re-enter covered employment. §4.5.

49. *Does Absence from Work Because of Maternity or Paternity Leave Count Against Me When Calculating Whether a Break Year Has Occurred?*

Yes, but there is a grace period. If you are absent from work for maternity or paternity reasons, you will be credited with up to 501 Hours of Vesting Service (up to 8 hours per day) solely for the purposes of determining whether a “Break Year” has occurred. An absence due to maternity or paternity reasons means an absence (A) due to your pregnancy; (B) due to the birth of your child; (C) due to your adoption of a child; or (D) for the purpose of child care beginning immediately after the child’s birth or adoption.

NOTE: If you wish to claim Vesting Service under this Section you must notify the Fund Office and submit proof that your absence was due to maternity or paternity reasons. §4.7.

50. *Can I Earn Credit for Military Service?*

Yes. If you qualify under the Veteran’s Reemployment Act, you will be granted vesting and pension credit in accordance with that Act. §4.6.

## **SECTION 9 – CREDITED SERVICE**

51. *What Is Credited Service?*

Credited Service, or years of Credited Service, is the standard used to determine the dollar amount of your monthly pension. Your monthly pension will equal the number of years of Credited Service you have, times the applicable rate or rates. §3.1.

52. *How Do I Accrue Credited Service?*

You earn a full Year of Credited Service if you have 1200 Hours of Service during a Plan Year. Effective May 1, 1976, if you have at least 300 Hours of Service during a Plan Year, you can receive partial credit calculated to the nearest hundredth. For example, if you had 600 Hours, you would earn one-half a Year of Credited Service. If you don’t have at least 300 Hours during a Plan Year, you earn no Credited Service for that Plan Year. §§3.1, 3.2.

53. *What If I Have More Than the Hours Necessary to Earn a Year of Credited Service During a Plan Year?*

Beginning May 1, 2013, you earn Credited Service for all Hours of Service. There is no cap. Beginning May 1, 1998, you could earn up to one and one-quarter Years of Credited Service in one Plan Year if you worked enough hours. Before May 1, 1998, you could earn no more than one Year of Credited Service regardless of how many hours you worked. (Note that this provision does not apply for determining if you are eligible for “Rule of 80” retirement). §3.1.

## SECTION 10 – WORK AFTER RETIREMENT

### 54. *To What Extent Will I Be Allowed to Work and Still Receive a Pension From the Plan?*

That depends on whether you retired under a Normal or Early Pension. If you retire on a Normal Pension and return to work, your pension continues. When you cease work, the Fund will actuarially adjust your pension if the value of the credit you earned during your post-retirement employment exceeds the amount of the pension payments you received during such post-retirement work. §9.2.

If you return to work after taking Early Retirement (including “Rule of 80” retirement) the Fund will permanently withhold your monthly benefit for any month during which you become re-employed in Prohibited Employment in New York State. “Prohibited Employment” means all employment covered by the Bargaining Agreement between the Union and contributing Employers. When you cease such work, the Fund will adjust your pension on an actuarially sound basis for the hours you worked. §9.1.

### 55. *How Can I Find Out If a Job Is “Prohibited Employment”?*

Work that is not covered by the “Trade” described in the Bargaining Agreement is not Prohibited Employment. But to be safe, you should request advice from the Fund Office concerning whether any specific employment will cause a suspension of your benefits.

### 56. *How Will I Know That My Pension Will Be Suspended?*

You will be notified by the Fund Office during the first month that your benefits are suspended. This notification will describe why your benefit payments are being suspended, and will include a copy of these rules. Under the Department of Labor Regulations regarding suspension (Section 2530.202-3 of the Code of Federal Regulations) you are entitled to review the suspension decision through the Claims Appeal Procedure.

### 57. *If I Stop Working, When Will My Benefits Resume?*

If your benefit payments are suspended due to Prohibited Employment, you should notify the Trustees at the time the employment stops and your benefits will resume as of the month following the date your work ended. Actual payments will resume no later than the first day of the third month following the month your employment stopped.

**NOTE:** If you received pension payments during a month when you were working in Prohibited Employment, the Fund will deduct these amounts from your future pension checks until all such payments have been reimbursed. §9.1.

## SECTION 11 – PLAN TERMINATION INSURANCE

### 58. *Are the Benefits Provided By This Plan Insured?*

Yes. Your pension 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.

### 59. *Does PBGC Insure My Entire Pension?*

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.

### 60. *What Are the Limitations on the Amount of Protection?*

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefits increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) 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 (6) 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 the PBGC collects from employers.

In addition, there is a maximum to the amount of benefits the PBGC will insure. Please see the website below for the maximum benefits insured by the PBGC.

### 61. *How Can I Learn More About PBGC Insurance?*

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 200054026 or call 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>.

## SECTION 12 – APPLYING FOR BENEFITS

### 62. *How Do I Apply for My Pension?*

Contact the Fund Office at least three months before you want your pension to begin. You will be given the proper forms to complete and asked to provide proof of your age, proof that you are married, and proof of your Joint Pensioner's age if you are taking that option. Within 90 days after you have completed and filed the forms, you will receive a written notice from the Fund Office either approving or rejecting your application.

### 63. *What about Death Benefits?*

Your beneficiary should contact the Fund Office for further instructions.

### 64. *Suppose the Fund Office Won't Give Me the Benefits I Think I Deserve?*

While the Fund Office makes the day-to-day decisions about the Plan, the final authority is the Board of Trustees. If you are not satisfied with a ruling from the Fund Office, you may appeal by writing to the Trustees, at the Fund Office address, within 60 days of the ruling (the 60 days can be extended if the Trustees feel there was a good reason for your delay). See Section 13, below.

## SECTION 13 – CLAIMS APPEAL PROCEDURE

### 65. *How Do I Know When I Can Appeal a Claim Denial?*

If your claim for benefits is denied, in whole or in part, you will be notified by the Fund Office, in writing (1) regarding the specific reason for the denial; (2) concerning the particular Plan provision upon which the denial is based; and (3) regarding an explanation of the Plan's claim review procedure. If you do not receive a decision on a claim within ninety (90) days of filing the claim (or 180 days in special circumstances) you may treat that claim as denied, and file an appeal.

If additional information or documentation is required to perfect a claim, you will be so notified and an explanation given as to why such additional material is necessary.

### 66. *How Do I File My Appeal?*

You, or your representative, may appeal the denial of a claim by written application to the Fund Office made no later than sixty (60) days after receipt of the denial, and by submitting such additional information and comments in writing, as support your appeal. You or your representative may review the pertinent documents upon which the denial is based. (The 60 days can be extended if the Trustees think there was a good reason for your delay).

67. *When Will The Trustees Decide My Appeal?*

A determination of your appeal will be made by the Board of Trustees at its next regularly scheduled meeting. However, if the appeal is received less than thirty (30) days before a meeting, the decision may be made at the second meeting following receipt of your appeal. The Trustees' decision on your appeal is final and binding. It can be reversed or overturned only if found to be arbitrary and capricious in a court ruling.

**SECTION 14 – YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)**

68. *Isn't There a Law Which Protects My Pension Rights?*

Yes. As a participant in the Pension Fund 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:

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and 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;

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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; and

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 60) 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 get 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.

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" of the plan, 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 benefits 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.

*69. What Can I Do If I Think My Rights Have Been Violated?*

Under ERISA, there are steps you can 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 suite in a Federal court. In such a case, 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 because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you 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 suit in Federal court.

*70. Is There a Government Agency to Help Me?*

If it should happen that Plan 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 cost and fees. If you lose, the court may order you to pay these costs and fees, if, for example, 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 office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

*71. Where Do I Go for More Information?*

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 office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.