



Your

Pension

Plan

Summary

Plan

Description

2012

# Contact

## International Union of Operating Engineers

Local No. 478 Pension Fund

1965 Dixwell Avenue

Hamden, Connecticut 06514-2400

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## Pension Fund

### Board of Trustees

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*Employer Trustees* **Timothy J. Arborio**  
**John T. Leahy**

*The Board of Trustees is made up of an equal number of Employer and Union representatives that govern the Pension Plan. The Trustees act on each pension benefit application in accordance with the rules and regulations of the Plan document.*

*Executive Director* **Daniel E. Krause**

*Legal Counsel* **Norman Zolot, Esq.**  
**Reid & Riege, P.C.**

*Consultants  
and Actuaries* **The Segal Company**

*Auditors for  
the Fund* **Schultheis & Panettieri, LLP**

*The Board of Trustees intends to continue the International Union of Operating Engineers Local No. 478 A-C-D-E Pension Plan indefinitely, but reserves the right to amend, change or terminate the Plan at any time subject to applicable law.*

*Please note that this Summary Plan Description is meant to provide a summary of your Pension Plan benefits and the main provisions of the Pension Plan. However, your rights to benefits under the Pension Plan can only be determined by consulting the Pension Plan document itself. Nothing in this handbook is intended to interpret, extend or change in any way the provisions of the Pension Plan document. Accordingly, **if there is any discrepancy between the information contained in this handbook and in the Pension Plan document, the Pension Plan document will always govern.***

# Welcome

Your Pension Plan is designed to provide you with a set monthly income, payable when you retire from IUOE Local 478. The amount of your pension is based on your years of service in the industry. You do not make contributions to the Pension Fund—benefits are completely funded by contributions through your contributing employer.

## FAST FACTS **About Your Pension Plan**

- The Pension Plan was established to provide eligible participants with monthly income during their retirement.
- In general, you currently become “vested” in your Plan benefit when you have accumulated at least five (5) years of vesting service while a participant. Please note that different vesting rules apply to earlier time frames. Becoming vested means you have earned a non-forfeitable right to receive a pension from the Plan when you are eligible to retire.
- The Plan offers regular pensions, early retirement pensions, and disability pensions. It also offers partial or “pro rata” pensions for those who have performed union operating engineer work in multiple jurisdictions.
- Pensions can be paid when you reach normal retirement age (62 for most participants) or earlier if you meet the requirements for a disability or early retirement pension.
- Your ultimate pension benefit amount will depend on how many “pension credits” you accumulate over your working career and the benefit rate(s) applied to them. Adjustments to the pension amounts are made for early retirement and any of the payment options that provide survivor benefits for a spouse.
- If you die before retiring, your surviving spouse (or surviving children who are under age 18, if you are not married) may be eligible for death benefits.



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Fall 2012

Dear Participant,

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We are pleased to present you with this booklet describing the most important features of your Pension Plan.

This new edition has been prepared to make it easy for you to find the information you need. "Fast Facts" appear at the beginning of each section to give you a quick overview of what is contained in that section. Useful information and definitions appear in the margins for quick reference. And, on page 35, you will find a chapter called "Life Events." This chapter provides information about some common events that might affect your pension benefit, such as:

- a "break in service" (resulting from sporadic employment),
- marriage or divorce,
- entering military service,
- returning to work after retiring, and
- being disabled.

We urge you to read this booklet carefully. If you are married, please share it with your spouse. Keep the booklet in a safe place and let your family know where you keep it.

If you have any questions or need additional information regarding the Plan or your pension rights and benefits, please call or write the Fund Office. The Board of Trustees or, if expressly authorized, the Fund Office, will provide an answer in writing.

The Pension Plan plays an important role in your retirement security, and we are proud to be involved in its continued operation.

Sincerely,

The Board of Trustees

# Eligibility Requirements

There are certain eligibility requirements you need to meet to participate in the Plan.

## FAST FACTS

- In general, to participate in the Plan, you must work for a contributing employer in a position covered by the Plan.
- You become a participant on the next October 1st or April 1st following a period when you've worked at least 140 hours of service in "covered employment" during any 12 consecutive month period (prior to October 1, 2001, the standard was 300 hours of service in covered employment during any 12 consecutive month period).
- An employee of the Union or a related IUOE 478 Fund may also become a participant under the same October 1st or April 1st schedule, but the hour of service standard is higher (at least 1,000 hours of service in a 12 consecutive month period).



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## Eligibility Requirements

To be eligible for participation, you must work in “covered employment” for a “contributing employer,” and you cannot be a self-employed person, a partner, a sole proprietor, or a person who owns more than 25% of the stock of a contributing employer (unless you qualify as an “alumni” as described at right).

### ***What Is “Covered Employment”?***

**Covered employment is work performed by an employee for a contributing employer in a category of work covered by a collective bargaining agreement or participation agreement that obligates the employer to make contributions to the Pension Fund.**

### ***What Is a “Contributing Employer”?***

**A contributing employer is an individual, firm, corporation or other entity that is obligated to contribute to the Pension Fund on behalf of its employees’ work in covered employment by the terms of a collective bargaining agreement or participation agreement.**

## The Plan’s Alumni Program

The Plan has established an Alumni Program which allows individuals who meet the definition of alumni to participate in the Plan.

### ***Who qualifies as an “alumni”?***

**While the formal Plan contains all the rules, an alumni is generally a person who is an officer, supervisor, director, or stockholder of a contributing employer and who meets various criteria, such as working in Covered Employment for more than 50% of his or her total working hours, and a requirement that he or she is, or was, a member of a unit of employees covered by a collective bargaining agreement.**

Additional criteria apply to individuals employed by Limited Liability Companies or LLCs so that the Plan complies with complicated Internal Revenue Service rules. Assuming an individual meets all of the various requirements to become an alumni, the current monthly contribution required for participation in the Alumni Program is equal to the standard collective bargaining agreement rate multiplied by 150 hours. Contributions made under the Alumni Program must be made on a timely basis, and various other rules apply.

Newly hired alumni, or individuals who transition to alumni status (by moving from employment covered by the collective bargaining agreement to an individual who qualifies as an alumni) will be allowed to participate in the Plan under the Alumni Program ***if the alumni and his/her employer file the required documents with the Fund Office within thirty (30) days of the date of the alumni’s date of hire or change in status.*** If necessary documents are not received on a timely basis, those who would otherwise qualify as alumni will not be covered under the Alumni Program.

While the Plan may open a “window” for participation in the Alumni Program, the bottom line is that if you are interested in the Alumni Program and think you could qualify, please contact the Fund Office *immediately* for more information!

Employees of contributing employers in any of the following groups who meet the applicable hours requirement may participate:

- employees who perform work described in a collective bargaining agreement or participation agreement; and
- persons employed by the Union; and
- persons employed by one of the employee benefit funds in which the Union participates: currently the International Union of Operating Engineers (IUOE) Local No. 478 Health Benefits Fund, Pension Fund, Annuity Fund, or Apprenticeship Training and Skill Improvement Fund; and alumni.

## Beginning Your Participation

You become eligible to participate in the Plan on the April 1st or October 1st that occurs after you’ve satisfied the applicable hours of service requirement.

If you have other employment with a contributing employer that follows or precedes your covered employment without interruption, you may also use that service to meet the hours-of-service requirement.

## ***What Are “Hours of Service”?***

**Hours of service are hours you are entitled to compensation for work for a contributing employer, as well as other paid hours when you are not performing duties (up to 501 hours per single continuous period), for example, vacation, holidays, or incapacity. Hours of qualifying military service also count.**

## ***The Plan Year***

**The Plan Year for this Pension Plan is October 1st of a calendar year through September 30th of the following calendar year.**

## Maintaining Your Participant Status

To remain a Plan participant, you must currently complete at least 140 hours of service per Plan Year until you are vested (have acquired a future right to your benefits). See “If You Have a Break in Service” on page 35 for information on what happens if your hours fall below that number.

# Earning Your Pension Benefit

Once you become a Participant, we will determine your “pension credits” and “years of vesting service” based on your work in Covered Employment. Any pension benefits you are entitled to are calculated by looking at the number of “pension credits” and “years of vesting service” you have earned.

## FAST FACTS

- Your years of vesting service will determine whether you have a right to a pension. The pension credits you accumulate will be used as the basis for determining the amount of any pension you are entitled to.
- You earn pension credits for the hours you work in covered employment. You can also earn pension credits for qualifying military service and certain periods of disability. The maximum you can earn in a single Plan Year is 1.2 pension credits, and this rule was effective October 1, 2001.
- You will earn a year of vesting service for each pension credit you earn (up to a maximum of one (1) year of vesting service per Plan Year) or for each Plan Year you work at least a specific number of hours (currently 840 hours) for one or more contributing employers.
- It is possible to **permanently** lose accumulated pension credits and years of vesting service if you are not vested, incur a “break in service,” and do not cure such break within the required time frame. Please see the section entitled “If You Have a Break in Service” on page 35 for more details.
- Under no circumstances can your work in covered employment or service credit (whether years of vesting service or pension credits) be transferred from one Plan Year to any other Plan Year.



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## Earning Pension Credits

You normally earn pension credits for the hours you work in covered employment in a Plan Year (again, October 1st through the following September 30th), even if employer contributions are not required by a collective bargaining agreement with respect to such work. As a simple example, some collective bargaining agreements (e.g., Plants, Permanent Shops and Equipment Dealers) limit employer contributions to 1,800 hours worked in covered employment in a *calendar year*. If you were covered by such an agreement, and you worked for 1,800 hours in the period January 1, 2011 through September 30, 2011, your employer would not make any further contributions to the Plan on your behalf for the period October 1, 2011 through December 31, 2011. Despite that limitation, the Plan would *still* award pension credits based on the actual hours you work in covered employment during the October 1, 2011 through September 30, 2012 Plan Year.

The number of hours you must work to earn a pension credit is specified in the Plan's rules and in the chart which follows on page 6. The pension credit earned for any particular Plan Year is determined by the schedule in effect when you last worked in covered employment. In contrast, the *benefit rate* applied to those credits, will depend on other timing factors, as explained in "Calculating Your Pension" on page 17.

You may also earn pension credits during periods of disability or military service, as discussed on page 8.

### ***Early Service - Prior to April 1, 1958***

**If You Worked as an Operating Engineer (other than in self-employment) for at least 300 hours between April 1, 1957, and March 31, 1958, you may also be eligible for pension credit for work you did in what would now be covered employment before your employer was obligated to make contributions to the Fund. While we realize only a few individuals may qualify for credit under this rule, contact the Fund Office for more information if you think you might qualify.**

## Recent Pension Credit Schedules (from October 1, 1976 forward)

### PENSION CREDITS

Time Period	Hours Worked in Covered Employment (in a Plan Year)	Pension Credits Earned
Currently (Plan Years on and after October 1, 2001)	1,680 or more	1.2
	1,540 or more, but less than 1,680	1.1
	1,400 or more, but less than 1,540	1.0
	1,260 or more, but less than 1,400	0.9
	1,120 or more, but less than 1,260	0.8
	980 or more, but less than 1,120	0.7
	840 or more, but less than 980	0.6
	700 or more, but less than 840	0.5
	560 or more, but less than 700	0.4
	420 or more, but less than 560	0.3
	280 or more, but less than 420	0.2
	140 or more, but less than 280	0.1
Less than 140	0	
Time Period	Hours Worked in Covered Employment (in a Plan Year)	Pension Credits Earned
Plan Years on and after October 1, 1976, but prior to October 1, 2001	1,400 or more	1.0
	1,200 or more, but less than 1,400	0.8
	900 or more, but less than 1,200	0.6
	600 or more, but less than 900	0.4
	300 or more, but less than 600	0.2
	Less than 300	0

**NOTES:** A special rule may apply if you worked less than 900 hours in covered employment but, based on other service (which is credited pursuant to applicable U.S. Department of Labor regulations), had at least 1,000 hours of service during a Plan Year. If you believe you qualify for this special rule, or are interested in the Plan's Pension Credit Schedule for Plan Years prior to October 1, 1976, please contact the Fund Office.

Again, you may not carry over or transfer hours (or pension credit or years of vesting service) from one Plan Year (October 1 through the immediately following September 30) to any other Plan Year, and you cannot earn more pension credits per Plan Year than the maximum shown in the chart above for the applicable time period.

*For example . . . If your work history in covered employment for the Plan Years 1980 through 2010 was as follows, you would be credited with 25.9 pension credits.*

Plan Year Beginning October 1 . . .	Hours Worked in Covered Employment	Pension Credit
1980	1,500	1.0
1981	1,500	1.0
1982	1,500	1.0
1983	1,500	1.0
1984	1,500	1.0
1985	1,500	1.0
1986	1,300	0.8
1987	500	0.2
1988	1,800	1.0
1989	1,000	0.6
1990	300	0.2
1991	800	0.4
1992	1,400	1.0
1993	1,300	0.8
1994	1,400	1.0
1995	1,500	1.0
1996	1,500	1.0
1997	1,500	1.0
1998	1,300	0.8
1999	500	0.2
2000	1,800	1.0
2001	1,000	0.7
2002	450	0.3
2003	800	0.5
2004	1,700	1.2
2005	1,500	1.0
2006	1,750	1.2
2007	1,300	0.9
2008	1,450	1.0
2009	1,550	1.1
2010	1,500	1.0
	<b>TOTAL</b>	<b>25.9</b>

### Pension Credit During a Disability

If you are performing work under a collective bargaining agreement and become disabled, you may receive pension credit equal to the number of hours in a normal straight-time work week (according to the terms of the collective bargaining agreement in effect when the absence occurred) provided you are prevented from working in covered employment. You will qualify if you have accumulated at least 1.0 pension credit as of the end of the Plan Year immediately before the period of disability, **and** you meet one of the following two requirements:

- you are receiving weekly disability benefits under the IUOE Local No. 478 Health Benefits Fund (the maximum period for awarding pension credit for any specific disability under this rule is 26 weeks;

OR

- you are receiving weekly compensation benefits under a workers' compensation law for any injury arising from covered employment that prevents you from engaging in any gainful employment (the maximum period for awarding pension credit for any specific disability under this rule is 52 weeks). Note: No credits are awarded if workers' compensation benefits are not granted.

Credit will be granted for each separate period of absence, and currently the maximum credit that can be granted for disability in a Plan Year is up to 1.2 pension credits and 1.0 year of vesting service. For purposes of determining if you have a new disability or a continuing disability under these rules, a period of absence will be considered "separate" (meaning you can qualify for further disability credit) **only if** you have actually worked in covered employment for at least 160 hours of service since your last period of absence.

### Pension Credit During Military Service

You will receive pension credit for military service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

Credit will be granted as if you were working 160 hours in covered employment for each full calendar month that you are in military service. Currently, you may earn no more than 1.2 pension credits and 1.0 year of vesting credit for any Plan Year and no more than 6.0 pension credits and 5.0 years of vesting credit per lifetime for military service. Also, if you have actual covered employment during a Plan Year—for example, if you are a reservist who gets called up and then returns to work the same year—we will look at both your work and military service to determine your pension credit for that Plan Year (*see chart on page 9*).

To be eligible for credit for military service, you must:

- be a Plan participant working in covered employment (in other than a temporary position) who leaves covered employment solely because of military service;
- give advance written or verbal notice to the Fund Office (unless this is not reasonably possible) and if possible, to the Union; and
- return to work in covered employment or register with the Union Referral Office as available for work after your military service ends within the time frame allowed by law, as outlined in the chart on page 9.

To be considered working in "covered employment," you must demonstrate that you were continuously available for work in covered employment up to the time of entering military



service. You cannot have a temporary break in service in effect (see pages 35-37), nor can you be a student or employed in covered employment only for summer work prior to entering military service.

The Trustees may review the case of a participant who was working in a temporary position before military service, if the participant can demonstrate that at the time of his or her entry into military service he or she could have reasonably expected that he or she would work in covered employment for a significant or indefinite period but for his or her military service. In such a circumstance, the participant may be credited with his or her military service.

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**TIME FRAME FOR RETURNING TO WORK IN COVERED EMPLOYMENT  
OR REGISTERING WITH THE UNION REFERRAL OFFICE  
AFTER MILITARY SERVICE**

Length of Military Service	Re-employment Deadline
Less than 31 days	Within one day after discharge (allowing travel time plus eight hours)
31 through 180 days	Within 14 days after discharge
More than 180 days	Within 90 days after discharge or as otherwise required by law

If you are hospitalized or recovering from an illness or injury that you incurred during your military service, USERRA requires that you return to work in covered employment or register for re-employment with IUOE Local No. 478 Referral Office as soon as you have recovered. Except as otherwise allowed by USERRA, this recovery period cannot exceed two years.

If you have any questions regarding military service credit or your return to work after military service, contact the Fund Office.

## ***Military Service***

**Military service means the performance of duty on a voluntary or involuntary basis under competent authority in the Army, Navy, Air Force, Marines, Coast Guard, the Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in a time of war or emergency.**

## **Vesting Service**

While you are a participant, you may earn up to one year of “vesting service” per Plan Year.

The Fund Office uses two methods to calculate years of vesting service for a Plan Year. It will use whichever of the following results in more vesting service for you:

- The Fund Office will match your vesting service for a Plan Year to your pension credit for the same Plan Year (up to the vesting service maximum). If you earn 1.0 pension credit (or 1.1 or 1.2 pension credits) for the Plan Year, you will earn a maximum of one (1) year of vesting service. If you earn a portion of a pension credit, you will earn the same portion of a year of vesting service. For example, if you worked for 700 hours in the Plan Year starting October 1, 2008 and ending September 30, 2009, you would earn 0.5 of a pension credit and also 0.5 of a year of vesting service for that Plan Year.

OR

- The Fund Office will determine your vesting service on the basis of the hours you work for contributing employer(s) during the Plan Years in which you performed such work. Under this method, your years of vesting service will be equal to the number of Plan Years you worked at least 840 hours for contributing employer(s) (or at least 900 hours for Plan Years starting before October 1, 2001). For this method, the Fund Office will count both hours you work in covered employment and hours you work for the same employer in a job that is not covered employment, provided it immediately precedes or follows the covered employment.

There are a couple of other important rules regarding years of vesting service:

If you have military service or a period of disability for which you are granted pension credit (see “Pension Credit During Military Service” and “Pension Credit During a Disability” in previous section, page 8), you will also be granted years of vesting service for it.

Also, an employee of an entity that becomes a contributing employer to the Plan for the first time on or after October 1, 1999, may be credited with year(s) of vesting service only for their prior continuous service with that employer, ***provided*** that the employer makes timely payment of all contributions to the Pension Fund **and** the employee later meets the Plan’s participation requirements. To be clear, only years of vesting service are granted under this special rule, and no other type of credit (e.g., pension credit or hours to determine if you are eligible as a Participant) is awarded.

### ***Vesting in Your Benefit***

**Once you are vested in your benefit, you will have a right to a pension even if you leave covered employment before retirement. Until you are vested, you may permanently lose the pension credits and years of vesting service you have earned if you have a break in service and do not return to covered employment before the break in service becomes permanent. See “If You Have a Break in Service” on page 35 for more information.**

### **becoming Vested in Your Benefit**

The Plan’s current rule is that you will be vested in your benefit if you accumulate at least five (5) years of vesting service while a Participant in the Pension Plan.

#### **NOTE:**

***A different vesting requirement may apply to you if you last worked in Covered Employment prior to October 1, 1998, or you were not vested and you incurred a Break in Service prior to, on or after that date. Contact the Fund Office for more information on the Plan’s old vesting rules.***

**You can become vested, regardless of your years of vesting service if you reach normal retirement age while you are an “active” participant in the Plan. Please contact the Fund Office for more information on this rule.**

### ***What is Normal Retirement Age?***

**Normal retirement age is the later of age 62 or the fifth anniversary of commencement of participation in the Plan, provided you are a participant in the Plan Year in which you turn 62.**

### ***If Your Work Is Divided Among Different Plans (Related Plans)***

The Pension Fund is signatory to a reciprocal agreement with other operating engineer pension plans (known as “related plans”). If your years of employment are divided among different pension plans, you may be able to use related pension plan credits to qualify for a partial (sometimes called a “pro-rata”) pension. These agreements are designed to provide benefits for any Participant who would not otherwise qualify for any pension benefits, or whose pension benefit would be reduced, because his or her years of employment have been divided between jurisdictions covered by different IUOE pension plans. See “Types of Pensions” starting on page 13 for more information on partial/pro-rata pensions.

You may also be eligible to have hours and related contributions, transferred from one IUOE pension plan to another IUOE pension plan if you sign an appropriate form and provide it to the plan where you are working **in advance** of your work which relates to those hours and contributions.

Contact the Fund Office if you have questions about employment under other plans, or if you are interested in having hours and contributions transferred to another IUOE pension plan or to this Plan.



# Types of Pensions

The Pension Plan offers three pension options: regular, early retirement, and disability pensions.

## FAST FACTS

- You can begin receiving a regular pension at “normal retirement” age (typically age 62).
- The Plan offers an early retirement pension option for a participant who has attained at least age 55 and has at least ten (10) pension credits.
- To be considered for a disability pension, you must have received a disability award from the Social Security Administration and meet other eligibility requirements.
- Vested participants who leave covered employment before retirement can apply for vested pensions (calculated as regular pensions) when they reach normal retirement age.
- Combining pension credits from your work under this Plan and other operating engineers’ plans may make you eligible for a partial or pro rata pension.



Pension Plan

## ***Retirement***

**To be eligible for a pension, you must be considered retired. That means not engaging in the type of employment that would cause a pension to be suspended. (See “If You Return to Work After Retiring” on page 41.)**

### Regular Pension

A regular pension is the pension benefit you can receive when you reach “normal retirement” age. You may start receiving your pension the first day of any month after you reach normal retirement age; provided you have met the vesting requirement and complete an application for benefits with the Fund Office.

### Early Retirement Pension

An early retirement pension is a pension that starts before normal retirement age. The monthly amount of an early retirement pension is less than that of a regular pension because the pension will presumably need to be paid over a longer period of time.

Provided you meet the vesting requirement, you may start receiving an early retirement pension the first day of any month after you have:

- reached at least age 55; and
- earned at least 10 pension credits.

Early retirement pensions are available only to participants who retire from covered employment and do not engage in any type of employment that would be considered disqualifying employment (*see page 41*).

If you could qualify for an early retirement pension and are applying for disability benefits from the Social Security Administration, please see below for more information as you may be able to convert your early retirement pension to a disability pension.

### Disability Pension

The Plan has two types of disability pensions. For both types, Participants must be vested and determined to be totally and permanently disabled by the Social Security Administration. “Totally and permanently disabled” means that, because of bodily injury or illness, you are wholly prevented from engaging in any further gainful employment in any occupation whatsoever (except employment found by the Board of Trustees to be for the purpose of rehabilitation) and that this disability is expected to be permanent and continuous for the rest of your life. Proof of being totally and permanently disabled can only be shown by a Social Security Disability Award, as discussed further below.

In addition, for both types of disability pensions, the disability cannot have been caused, directly or indirectly, by:

- an injury you intentionally inflicted on yourself;
- current use of illegal drugs;
- intoxication due to the consumption of alcohol;
- military service for any country;
- engagement in a felonious or criminal enterprise; or

- injuries or illness sustained while you are working in the jurisdiction of the Union as a self-employed operating engineer or in a category of work that would require contributions to the Fund but for the fact that the employer is not signatory to a collective bargaining agreement.

For a vested Participant who is totally and permanently disabled ***and meets the additional standards outlined below***, his or her disability pension will be calculated the same way as a regular pension is, regardless of his or her age (i.e., on an “unreduced” basis). If the Participant does not meet any one of the applicable standards, then his or her disability pension will be reduced in accordance with Plan provisions based on the Participant’s age (see page 22 for more details). The additional standards for an unreduced disability pension are that the applicable Participant must have:

- at least ten (10) years of vesting service, and
- at least nine (9) pension credits, and
- earned at least 0.1 pension credit (or 0.2 of a pension credit for time periods prior to October 1, 2001) for work in covered employment in one of the two Plan Years immediately preceding the Plan Year in which he or she became totally and permanently disabled. Solely for purposes of satisfying this requirement, hours worked in the jurisdiction of a related plan for an employer obligated to contribute to that plan will be counted.

Assuming you have received your Social Security Disability Award letter, as discussed in the next paragraph, you can submit an application for benefits in accordance with normal Plan rules.

### **Proof of Disability**

The Board of Trustees will require, as proof of your disability, a Social Security Disability Award letter. Your disability will be deemed to have begun on the date as of which the Social Security Administration determines you to be disabled, and your letter cannot specify a particular ending date as to your disability.

You may also be required to undergo physical examinations and submit proof of your continuing disability periodically.

### ***Proof of Disability***

**If you think you will be eligible for a disability pension, you are encouraged to apply for Social Security disability benefits as soon as possible. You will need the Social Security notice of award as proof of your disability under this Plan.**

### **Duty to Report Gainful Employment**

If you are receiving a disability pension, you must report any gainful employment in writing to the Fund Office within seven days of its start. If you fail to report the employment, or the employment is of the type that causes pensions to be suspended (see “If You Return to Work After Retiring” on page 41), you will no longer be eligible for a disability pension.



### **Recovery from Your Disability**

If you recover from your disability and are able to work, you will no longer be eligible for a disability pension. You must report to the Trustees within seven days of your return to any gainful employment. You may then return to covered employment and resume earning pension credits.

### **Converting an Early Retirement Pension to a Disability Pension**

A Participant who is receiving an early retirement pension may be eligible to convert it to a disability pension in certain circumstances. Requirements for such a conversion include all of the following:

- notifying the Trustees of your intention to convert the early retirement pension to a disability pension at the time you initially submit your application for benefits,
- providing proof to the Trustees which shows that you applied for a Social Security disability benefits award prior to the starting date of your early retirement pension,
- otherwise meeting the rules for a disability pension (other than having received a Social Security disability benefits award),
- receive approval of your Social Security disability benefits award within twelve (12) months from the starting date of your early retirement pension, and
- notifying the Fund Office within sixty (60) days of the date you receive the notice of approval of your Social Security disability benefits award.

Assuming these requirements are met, the Fund Office will convert your early retirement pension

to a disability pension. The effective date of the conversion will be the later of: (1) the date your early retirement pension commenced, or (2) the date the Social Security Administration determined you were disabled. Please contact the Fund Office if you have questions or for more information.

### **Partial or Pro Rata Pensions**

If your employment has been with employers contributing to this plan and to other International Union of Operating Engineers pension plans, it can prevent you from accumulating the pension credits you need to be eligible for a pension. It could also cause your pension benefit to be lower than it would be otherwise.

The solution offered by this Plan is a partial or pro rata pension. For you to be eligible:

- you must have worked under the jurisdiction of other IUOE local unions that required participation in their pension funds;
- you must have earned at least 1.0 pension credit under each pension plan that is to be included in the determination of the partial pension
- you must have sufficient combined pension credits from all pension plans so that you would be eligible for a pension under each of those plans if they were treated as pension credits under each plan;
- you cannot have incurred a temporary or permanent “break in service” in any of the plans (for this requirement, covered employment in the jurisdiction of any of the plans will be considered covered employment in all of the plans); and

- you must be retired and not working as an operating engineer for any of the plans which would be paying your partial or pro rata pension.

To have a partial or pro rata pension paid before you reach normal retirement age under this Plan, you must meet this Plan's eligibility criteria for an early retirement or disability pension, as applicable. Also, in connection with determining eligibility for our Plan's Pre-Retirement Surviving Spouse Benefit or Pre-Retirement Death Benefit for Children (see page 44 for more details), you must be vested (considering only pension credits you have earned *under this Plan*) at the time of your death.

**Remember** – If you work under several Operating Engineers Pension Plans during your lifetime, *please* let the Fund Office know about that work so that we can take it into account at the time of your retirement!

### ***Related Plan***

**A related plan is a pension plan that has signed a reciprocal agreement to which this Plan is party.**

### **Mandatory Commencement of Your Pension Benefit**

You must start receiving your pension no later than April 1 of the year following the year you reach age 70-1/2. If you are still working, this does not mean you have to stop working, but it does mean that your benefits from this Plan must start.

### ***Applying for Your Pension***

**You will *not* automatically start receiving your pension when you become eligible for it unless you have reached age 70 ½ and have not filed an application. So, the basic rule is that you must apply for your pension. See page 40 for more information, including the number of days you should allow for processing of your application.**

# Calculating Your Pension

The amount of your pension benefit will depend on how many pension credits you have accumulated and what benefit rate(s) apply to them. Your age, along with your spouse's age (if applicable), and payment option selected will also affect the final amount you receive.

## FAST FACTS

- As a general rule, if your employment has been continuous (meaning no "Pension Rate Break" as described in more detail below) and you earn the minimum amount of pension credit (currently 140 hours) in the Plan Year you retire, the benefit rate in effect at the time of your retirement will apply to all of your pension credits.
- If your employment has been interrupted by Plan Years in which you weren't earning any pension credit, a different benefit rate (or rates) may apply to pension credits you earned over different time frames. This concept is known as a "Pension Rate Break," and it is described below.
- Monthly benefit amounts determined from pension credits are subject to adjustments to cover the costs for early retirement, reduced disability retirement, and/or some of the Plan's pension payment options.



The starting point for calculating your pension benefit is your base monthly pension amount, as determined below.

### Base Monthly Pension Amount

To begin calculating your pension benefit, the Fund Office multiplies your pension credits by the applicable benefit rate(s). The resulting amount is your base monthly pension amount **and it assumes you would receive your benefits in the form of a Five Year Certain and Life Pension** at your Normal Retirement Age (see page 11 for more details). That base monthly pension amount may then be adjusted for early retirement, reduced disability retirement, and/or the type of payment you select.

**For example . . .**

If you had a continuous employment history with no Pension Rate Breaks, you earned at least 0.1 pension credit in the 2010 Plan Year, and you retired having reached your normal retirement age on September 1, 2011, your base monthly pension amount would be calculated as follows:

$$\text{Your total number of pension credits} \quad \times \quad \$84 \text{ (the current benefit rate)}$$

If you don't earn the minimum amount of pension credit in the Plan Year you retire, the Fund will analyze the following chart (with information provided back to July of 1980) to determine the applicable benefit rate in effect at the time you did earn the minimum amount of pension credits (and such benefit rate will apply to some, or all, of your pension credits depending upon your work history). If you need information regarding the benefit rates for periods before July 1, 1980, just contact the Fund Office.

### **Separation from Covered Employment**

**If you fail to work a minimum amount of hours in a Plan Year for two Plan Years in a row, you will be considered to have separated from covered employment and may have a Pension Rate Break (or multiple Breaks). Currently, the minimum is 140 hours. For Plan Years before October 1, 2001, the minimum was 300 hours.**

<b>Retirement Date on or after:</b>	<b>Benefit Rate Used to Determine Your Monthly Pension Amount (Per Pension Credit)</b>	<b>Covered Employment Requirement in a Plan Year (PY)</b>
October 1, 2007	\$84	140 hours in a PY after October 1, 2006
October 1, 2006	\$80	140 hours in a PY after October 1, 2005
October 1, 2005	\$70	140 hours in a PY after October 1, 2004
October 1, 2001	\$69.50	300 hours in the PY October 1, 2000 through September 30, 2001; OR 140 hours in a PY after October 1, 2001
October 1, 2000	\$67	300 hours in a PY after October 1, 1999
October 1, 1998	\$65	300 hours in a PY after October 1, 1997
October 1, 1997	\$55	300 hours in a PY after October 1, 1996
October 1, 1996	\$52	300 hours in a PY after October 1, 1995
October 1, 1994	\$49	300 hours in a PY after October 1, 1993
October 1, 1993	\$47	300 hours in a PY after October 1, 1992
October 1, 1992	\$46	300 hours in a PY after October 1, 1991
October 1, 1991	\$45	300 hours in a PY after October 1, 1990
October 1, 1990	\$43	300 hours in a PY after October 1, 1989
October 1, 1989	\$42	300 hours in a PY after October 1, 1988
October 1, 1988	\$40	300 hours in a PY after October 1, 1987
July 1, 1986	\$35	300 hours in a PY after October 1, 1985
October 1, 1985	\$30	300 hours in a PY after October 1, 1983
October 1, 1984	\$27	300 hours in a PY after October 1, 1982
October 1, 1983	\$25	300 hours in a PY after October 1, 1982
January 1, 1983	\$22	300 hours in a PY after October 1, 1981
July 1, 1980	\$20	300 hours in a PY after October 1, 1978

**Pension Rate Breaks**

If you go two consecutive Plan Years without performing enough work in covered employment as noted above, then you will incur a pension rate break. The benefit rate applied to the pension credits earned prior to this break will be the benefit rate in effect when you last earned 0.1 (140 hours) or if the break is prior to October 1, 2001, 0.2 (300 hours). It is possible for a vested Participant to have more than one Pension Rate Break, meaning that multiple benefit rates would apply to his or her accumulated pension credits.

***As an example of how Pension Rate Breaks work. . .***

Let's assume you worked in covered employment from January 1981 to July 1992 and earned 10 pension credits. Also, at that point, you became vested under the Plan's rules as in effect in 1992. You then stopped working in covered employment until November 1999. After your return to covered employment, you earned 4.5 more pension credits, including 0.5 pension credit during the Plan Year ending September 30, 2004. You then applied to retire in 2007, and the Fund Office calculated the benefit rates to your pension credits as follows:

<p><b>10.0 pension credits x \$46</b>  <b>(the rate in effect October 1, 1992,</b>  <b>when the two-Plan Year period that</b>  <b>resulted in your separation</b>  <b>from covered employment started)</b></p>	<p><b>+</b></p>	<p><b>4.5 pension credits x \$69.50</b>  <b>(the rate in effect</b>  <b>as of the end of</b>  <b>the September 30, 2004</b>  <b>Plan Year)</b></p>	<p><b>=</b></p>	<p><b>Base monthly</b>  <b>benefit amount</b></p>
<p><b>\$460.00</b></p>		<p><b>\$312.75</b></p>		<p><b>\$772.75</b></p>

**Now ...**

Let's change the above example slightly and assume that you didn't retire in 2007 but instead started working again in October of 2009. Let's say you earn 2.0 more pension credits, and you apply to retire effective October 1, 2011. What will happen?

<b>Your base monthly benefit amount for your 10.0 and 4.5 pension credits, as calculated above, would remain unchanged:</b>	+	<b>Your new 2.0 pension credits x \$84 (this is the rate in effect on 10/1/11 and you are retiring)</b>	=	<b>Base monthly benefit amount</b>
<b>\$772.75</b>		<b>\$168.00</b>		<b>\$940.75</b>

**Can a Pension Rate Break be “cured?”**

Yes, you can cure a Pension Rate Break if **all** of the following three conditions are met. For those Participants that incur a Pension Rate Break, if he or she:

- (1) can show that he or she actively sought work in covered employment (e.g., by maintaining registering with the Union Referral Office) throughout the two (or longer) consecutive Plan Year period (the Break Period), **and**
- (2) actually worked at least one day (eight hours) in covered employment in one half of the number of Plan Years in the Break Period, **and**
- (3) subsequently returns to work in covered employment and earns at least five (5) Pension Credits,

then his or her pension will be calculated without regard to the two or more Plan Year period which relates to the Pension Rate Break.

***Pension Credits Before a Permanent Break in Service***

**Remember, if you have a permanent break in service (see page 35), any pension credits earned before the permanent break in service are forfeited and will not figure into the calculation of your monthly pension benefit.**

**Calculating a Regular Pension**

As a general rule, no adjustment is made to the base monthly pension amount for a regular pension with respect to age. An adjustment will be made for the payment option, however, if you receive your regular pension benefit in the form of a husband-and-wife or joint-and-survivor pension (see “Pension Payment Options,” starting on page 26).



## Calculating an Early Retirement Pension

Because you will start receiving an early retirement pension before your normal retirement age and will likely receive a greater number of payments during your lifetime, the base monthly pension amount will be reduced for this type of pension as follows:

- If you have not yet reached age 58 when you retire, by 0.5% for each month by which your early retirement date precedes what would have been your normal retirement date (the first day of the month after you would have reached normal retirement age);

OR

- If you have reached age 58 when you retire, by 0.25% for each month by which your early retirement date precedes what would have been your normal retirement date.

***For example . . .***

Let's say you retire on an early retirement pension when you are age 57-1/2 and your base monthly pension amount is \$1,500. Here is the adjustment:

<b>Base monthly pension amount</b>	-	<b>27% (0.5% x the 54 months between age 57-1/2 and your normal retirement age of 62)</b>	=	<b>Monthly benefit amount</b>
<b>\$1,500</b>		<b>\$405</b>		<b>\$1,095</b>

Also, a further adjustment will be made for the payment option if you receive your early retirement pension benefit in the form of a husband-and-wife or joint-and-survivor pension (see "Pension Payment Options," starting on page 26).

## ***Taxes on Your Pension***

**Pension benefits are subject to federal and state income taxes, and may be subject to local taxes. The amounts payable under the Plan are before any deductions required by law and may not be the net amount receivable by a pensioner or his or her beneficiary.**

## Calculating a Disability Pension

The Fund has two types of disability pensions, one being “unreduced” and one being “reduced.” The eligibility rules for each, including the additional standards for unreduced disability pensions, are explained in much more detail starting on page 14.

For those who meet **all** of the additional standards and qualify for the **unreduced disability pension**, it is calculated the same way a regular pension is—no adjustment is made to the base monthly pension amount for this type of pension. However, please be aware that an adjustment **will** be made for the payment option if you receive your disability pension benefits in the form of a husband-and-wife or joint-and-survivor pension (see “Pension Payment Options,” starting on page 25).

For those who only qualify for the **reduced disability pension**, their disability pension will be calculated in a manner which is very similar to that for an early retirement pension. Accordingly, the base monthly pension amount for a reduced disability pension will be calculated under the applicable rule, below:

- If your disability retirement date is on or after your 58th birthday, your disability pension will

be reduced by 0.25% for each month by which your disability retirement date precedes what would have been your normal retirement date (the first day of the month after you would have reached normal retirement age), or

- If your disability retirement date is on or after your 55th birthday, but before your 58th birthday, your disability pension will be reduced by 0.5% for each month by which your disability retirement date precedes what would have been your normal retirement date, or

- If your disability retirement date is before your 55th birthday, your disability pension will be reduced by: (1) 42% (representing a reduction of 0.5% for each of the 84 months between the ages of 55 and 62), **plus** (2) an actuarial reduction determined in accordance with Plan rules for each additional month that you are younger than age 55.

Also, a further adjustment will be made for the payment option if you receive your disability pension benefits in the form of a husband-and-wife or joint-and-survivor pension (see “Pension Payment Options,” starting on page 25).

## Calculating a Partial or Pro Rata Pension

The base monthly pension amount of a partial or pro rata pension under this Plan will be the sum of the amounts payable for each period of employment under this Plan. The applicable pension rates for different periods of employment will be determined as they would be for someone whose service was interrupted by separations from covered employment. See “Base Monthly Pension Amount” on page 17 for an example.

Your benefit accrued under this Plan will be based on this Plan's rules in effect during the last Plan Year of your covered employment under the jurisdiction of this Plan.

If you are otherwise eligible and choose to start receiving your partial or pro rata pension before normal retirement age under the Plan's early retirement pension provisions, the base monthly pension amount will be reduced as discussed above under "Calculating an Early Retirement Pension" starting on page 21. A reduction will also be made to a pro-rata pension for the payment option if you receive your benefit in the form of a husband-and-wife or joint-and-survivor pension (see "Pension Payment Options," starting on page 25).

### ***Adjustment for Payment option***

**See "Pension Payment Options" starting on page 26 for information on adjustments made to benefit amounts for the payment option.**

### ***IRS Limits on Benefits***

**The IRS limits annual benefits paid from plans such as this Plan. In the unlikely event you are affected by these limits, you will be notified. If you have any questions about these limits, contact the Fund Office.**



# Pension Payment Options

The form in which your pension is paid will affect your monthly benefit amount. Married participants have a choice of payment options.

## FAST FACTS

- If you are married when you retire, you will automatically receive a husband-and-wife pension, **unless** you and your spouse reject that form and choose a different payment option. If you are receiving a husband-and-wife pension and die, then your surviving spouse (provided he or she was married to you when your benefits commenced) will receive a death benefit for his or her life.
- The Plan also offers two joint and survivor payment options that allow you to provide a larger continuing income for a surviving spouse (who is determined in the same manner as noted above).
- For those who retire under the husband-and-wife or joint and survivor payment options after September 30, 1998, the Plan provides a “pop-up” benefit in the event the spouse to whom you were married when your pension started passes away. **You MUST notify the Plan and provide us with a copy of the death certificate to trigger this benefit.** After at least a 30-day waiting period, your monthly benefit will “pop up” to the amount you would have otherwise received on a five-year certain and life basis for the rest of your life. More information is in the chart on page 26.
- If you are single when you retire, you will automatically receive a five-year certain and life pension. You may name a beneficiary in the event you die prior to the end of the five-year guarantee period.
- If the value of your benefit is \$5,000 (or any amount specified by the Internal Revenue Service in the future) or less, your benefit will be paid out in a single lump sum instead of any of the other payment options. The Plan does not provide for lump sum payments in any other circumstances. The value of your benefit is determined by the Plan’s actuary.



Pension Plan

## The Available Forms of Payment at Retirement

The various forms of payments available are summarized on page 26. All forms, except the limited lump-sum payment form, provide a monthly lifetime income for you.

### ***How does the Plan define “spouse”?***

**Spouse means a person to whom a Participant is lawfully married by virtue of a marriage between one man and one woman. This is the definition of marriage under the Federal Defense of Marriage Act, which is consistent with the fact that this Plan is governed by federal law (ERISA). An individual who is legally separated, who is a “common-law” spouse, or who is a party to a same-sex marriage under Connecticut law, is not treated by the Plan as lawfully married.**

### FORMS OF PAYMENT FOR PENSION BENEFITS

**Husband-and-wife/Joint-and-survivor pensions (Available only to married participants);  
Five-year certain and life pensions (Automatic for single participants; may be elected by married participants)**

**Husband-and-wife pension**

This is the *automatic* form of payment if you are married, unless you and your spouse reject this form of payment. This form provides a lifetime monthly income for you. Also, if your spouse to whom you were married when your pension began (your “eligible spouse”) outlives you, he or she receives a monthly income for life of 50% of the amount you were receiving, starting after your death.

Your monthly payment amount is less than you would receive under the five-year certain and life pension because your benefit is structured to cover your eligible spouse’s expected life span.

For those who started receiving Plan benefits after September 30, 1998, if your eligible spouse dies before you, your monthly payment amount can increase to the amount you would have received under the five-year certain and life pension. To be entitled to this pop-up benefit, you **must** provide the Fund Office with your eligible spouse’s death certificate and you will be subject to at least a 30-day waiting period. The increased pop-up benefit will start the first day of the month after the waiting period ends. Contact the Fund Office if you have questions.

**66-2/3% Joint-and-survivor pension**

This form is like the husband-and-wife pension above, with one difference: if your eligible spouse outlives you, he or she then receives a monthly income for life of 66-2/3% of the amount you were receiving.

This further reduces your monthly amount because it has to cover your eligible spouse’s expected life span at a higher payment level.

All of the rules described directly above in the husband-and-wife pension discussion for a “pop-up” benefit apply to this form of pension as well.

**75% Joint-and-survivor pension**

This form is like the husband-and-wife pension above, with one difference: if your eligible spouse outlives you, he or she then receives a monthly income for life that is 75% of the amount you were receiving.

This further reduces your monthly amount because it has to cover your eligible spouse’s expected life span at an even higher payment level.

All of the rules described above in the husband-and-wife pension discussion for a “pop-up” benefit apply to this form of pension as well.

**Five-year certain and life pension**

This is the *automatic* form of payment if you are single. If you are married, you may elect it with your spouse’s consent. This benefit form provides a lifetime monthly income for you. If you should die before five years of payments (60 monthly payments) have been made, payments will be made to your designated beneficiary (in the same amount you were receiving) for the remainder of such 60-month period.

**Lump-Sum Payment**

**Lump-sum payment**

This is the *automatic* form of payment if your lifetime pension has a present value of \$5,000 or less at the time it becomes payable. It is a one-time payment of the entire value of your benefit. This is not a payment option you can select, and it is mandated by IRS rules. The Plan does not provide for any other lump-sum payments. Contact the Fund Office for more information.



## Reviewing the Explanation of the Forms of Payment

When you request a pension application form, you will be sent a detailed explanation of the payment options available and, if you are married, the financial effect of electing one payment option over another. You have the right to review this material for at least 30 days before the date your pension becomes effective.

## Rejecting the Husband-and-Wife Pension

If you are married on the date your pension becomes effective, you will automatically receive a husband-and-wife pension unless you reject this form of payment. To reject it, you must elect another form of payment and your eligible spouse must consent to the election in writing, acknowledging the effect of the rejection, in the presence of a notary public or person authorized to administer oaths. This must take place before payment begins.

**As a general rule, once payment of your pension begins as to specific pension credits, you cannot change the type (e.g., Regular or Early Pension) or selected payment form (e.g., five-year certain and life or husband-and-wife pension).**

## Naming a Beneficiary

Here are the basic Plan rules regarding your beneficiary:

- With respect to pre-retirement death benefits (i.e., you pass away before your Fund benefit

payment starts), if you are married and pass away, your eligible spouse is automatically your beneficiary (see page 44 for more details). If you are single and pass away, your eligible children, if any, will receive the Fund's pre-retirement death benefit for children (see page 44 for more details).

- With respect to post-retirement death benefits (i.e., you pass away after your Fund benefit payment start), any death benefits to your beneficiary will depend upon the payment form you selected (with your spouse, if any). If you properly elected the husband-and-wife or one of the joint-and-survivor pension forms, and the spouse to whom you were married when your benefits initially commenced is still alive at your death, he or she would receive any death benefits. If you properly elected the five-year certain and life pension (which provides 60 guaranteed monthly payments) and you pass away after receiving less than 60 monthly payments, your designated beneficiary would receive the remaining number of monthly payments. As a simple example, if you had received 40 monthly payments and then died, your beneficiary would receive the remaining 20 guaranteed payments ( $60 - 40 = 20$ ) and then benefits would end.
- In all cases, the last properly completed beneficiary designation form on file with the Fund Office at the time of your death will control. No beneficiary form or forms will be accepted or honored by the Fund after your death. If you do not name a beneficiary, or your designation is defective for any reason, your beneficiary will be your spouse or, if you have no spouse, then your living children in equal shares, or, if there are no children, your estate.

## If the Value of Your Benefit Is \$5,000 or Less

If you receive a lump-sum payment because the value of your benefit is \$5,000 or less (or the amount specified by the IRS in the future), you have the option of rolling over the payment to an IRA or eligible retirement plan to defer payment of income taxes (and avoiding mandatory withholding, if you do a direct rollover). You will be given information concerning rollovers when you apply for your benefit.

## Effect of the Form of Payment on Your Monthly Pension Amount

While all of the payment options are intended to offer roughly equivalent benefits, based on assumptions about life expectancies and interest rates, the payment option you select will control the monthly amount you receive during your lifetime. Some examples are provided below. The “base monthly pension amount” is the amount that results from multiplying your pension credits by the applicable benefit rate(s). See “Calculating Your Pension” starting on page 17 for more information.

### **Five-Year Certain and Life Pension**

This payment form is used in determining the Plan’s base monthly pension amount at your normal retirement age. So, no adjustment is made for this payment option at normal retirement age. However, if you elect an early retirement pension or qualify for a disability pension on a reduced basis, your base monthly pension amount will be adjusted for your age in accordance with Plan rules and the adjusted amount will be your monthly pension amount.

### **Husband-and-Wife or Joint-and-Survivor Pension**

Guaranteeing retirement benefits to two people—for two lifetimes, the husband’s and wife’s—means that more monthly benefit checks may be paid than would be the case if only one lifetime were covered. The possibility of spreading out the value of a participant’s monthly benefit payments over a longer period of time means that only a reduced amount can be paid each month.

How much the monthly benefit is reduced from what you would have received under a five-year certain and life pension depends on the difference in ages between you and your eligible spouse, and also whether you are retiring on a disability pension (either unreduced or reduced). In no event can the age adjustment cause the resulting amount to exceed 99% of what you would have received under a five-year certain and life pension.

### Husband-and-Wife Pension

If you receive your benefit in the form of a husband-and-wife pension, your base monthly pension amount (after adjustment, if any, for early retirement) will be reduced as shown in the following chart.

<b>ADJUSTMENT FOR HUSBAND-AND-WIFE PENSION PAYMENT OPTION</b>		
<b>If your spouse is this age in relation to you . . .</b>	<b>You will receive this percentage of what you would have received under a five-year certain and life pension</b>	
	<b>(Non-disability pension)</b>	<b>(Disability pension)</b>
10 years younger	86%	78%
Five years younger	88%	80%
Same age	90%	82%
Five years older	92%	84%

***Age adjustments are in increments of 0.4% per year of age difference.***

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#### ***For example . . .***

Let's say your eligible spouse is five years younger than you are, your base monthly pension amount is \$1,800 (in five-year certain and life pension form), and you are not disabled or retiring early. Your monthly pension amount under a husband-and-wife pension would be \$1,584 (88% of \$1,800). If you died before your eligible spouse (again, the spouse to whom you were married when you initially retired), that spouse would start receiving 50% of that amount, or \$792 per month, after your death.

**66-2/3% Joint-and-Survivor Pension**

If you receive your benefit in the form of a 66-2/3% joint-and-survivor pension, your base monthly pension amount (after adjustment, if any, for early retirement) will be reduced as shown in the following chart.

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<b>ADJUSTMENT FOR 66-2/3% JOINT-AND-SURVIVOR PENSION PAYMENT OPTION</b>		
<b>If your spouse is this age in relation to you . . .</b>	<b>You will receive this percentage of what you would have received under a five-year certain and life pension</b>	
	<b>(Non-disability pension)</b>	<b>(Disability pension)</b>
10 years younger	82%	71%
Five years younger	84.5%	73.5%
Same age	87%	76%
Five years older	89.5%	78.5%

*Age adjustments are in increments of 0.5% per year of age difference.*

***For example . . .***

Let's say you and your eligible spouse are the same age, your base monthly pension amount is \$2,000 (in five-year certain and life pension form), and you are not disabled or retiring early. Your monthly pension amount under a 66-2/3% joint-and-survivor pension would be \$1,740 (87% of \$2,000). If you died before your eligible spouse, that spouse would start receiving 66-2/3% of that amount, or \$1,160 per month, after your death.

### 75% Joint-and-Survivor Pension

If you receive your benefit in the form of a 75% joint-and-survivor pension, your base monthly pension amount (after adjustment, if any, for early retirement) will be reduced as shown in the following chart.

<b>ADJUSTMENT FOR 75% JOINT-AND-SURVIVOR PENSION PAYMENT OPTION</b>		
<b>If your spouse is this age in relation to you . . .</b>	<b>You will receive this percentage of what you would have received under a five-year certain and life pension</b>	
	<b>(Non-disability pension)</b>	<b>(Disability pension)</b>
10 years younger	79%	68%
Five years younger	82%	70.5%
Same age	85%	73%
Five years older	88%	75.5%

*Age adjustments are in increments of 0.6% per year of age difference for a non-disability pension and 0.5% for a disability pension.*

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#### **For example . . .**

Let's say your eligible spouse is 10 years younger than you are, your base monthly pension amount is \$1,600 (in five-year certain and life pension form) and you are not disabled or retiring early. Your monthly pension amount under a 75% joint-and-survivor pension would be \$1,264 (79% of \$1,600). If you died before your eligible spouse, that spouse would start receiving 75% of that amount, or \$948 per month, after your death.

#### **If You Divorce After Retiring**

**In general, if you are married when your husband-and-wife or either joint-and-survivor pension commences and then get a divorce, that former spouse will *still* be entitled to any survivor benefits in the event of your death. This is because the Plan is required by law to provide the survivor benefits to the spouse to whom you were married when your pension started. So, if you later remarry, keep in mind that your subsequent spouse will not be entitled to any survivor benefits. See "If You Get Divorced or Owe Child Support" on page 38 for more information.**



# Miscellaneous Items





## Holiday Benefit

In December of each Plan Year, the Fund issues a Holiday Benefit check. To be eligible for this check, you must be a pensioner or a beneficiary who has received twelve (12) consecutive monthly benefit checks in that particular **calendar year** (January through December).

The amount of a Holiday Benefit check is normally equal to the pensioner's or beneficiary's monthly benefit check, but it is subject to a \$500 cap. If a pensioner dies, any monthly payments made to the pensioner during the calendar year of his or her death count in determining whether that pensioner's beneficiary is eligible for the Holiday Benefit.

## Cost of Living Adjustments or "COLAs"

As a general rule, the Plan does not provide for any type of COLAs. However, in the past (the last being in 2006), the Trustees have adopted specific COLAs which increased the monthly pension benefit otherwise payable to an eligible pensioner or beneficiary. If you should have any questions regarding the Fund's prior COLAs, do not hesitate to contact the Fund Office. If a COLA is adopted in the future, eligible pensioner and/or beneficiaries will be notified in writing.

## Mistakenly Made Payments

The Fund, and its employees, work very hard to ensure that you receive each and every dollar of Fund benefits that you are entitled to. But on those rare occasions where the Fund pays too much to you or your beneficiary (including an eligible Spouse), or pays someone who is not entitled to any benefit, **for any reason**, then you or that person must reimburse the Fund for all of the benefits received in error. If reimbursement is not made, you or the applicable individual will be responsible for paying attorneys' fees and/or court costs to recover the overpayments.

With the popularity of direct deposit of Fund benefit checks, we see a few overpayment situations each year with husband-and-wife or joint and survivor pensions; namely, the pensioner or eligible spouse dies, Fund payments are required to stop, and the Fund isn't notified of the death in a timely manner. Please help us avoid this by reporting any death to the Fund Office as soon as possible.



# Life Events

At certain times, you may experience “life events” that can affect your pension benefit—such as marriage, divorce or stopping work.

## FAST FACTS

The following events are examples that may affect your pension benefit:

- Having a break in service
- Leaving covered employment for significant periods
- Getting married
- Getting divorced
- Moving
- Entering the military
- Retiring
- Working beyond normal retirement age
- Returning to work after you retire
- Becoming disabled
- Death
- Working as an Operating Engineer in another jurisdiction



Pension Plan

## If You Have a Break in Service

### (Applies only to non-vested participants)

Under current rules, if you have not yet become vested (see page 10 for more details) in your benefit and you complete less than 140 hours of service in a Plan Year, you will be deemed to have incurred a temporary break in service as of the last day of that Plan Year. At that point, you will cease to be a Plan participant.

When the number of Plan Years in which you complete less than 140 hours of service (300 hours for periods prior to October 1, 2001) equals or exceeds the greater of: (a) six (6), or (b) the number of years of vesting service you had earned prior to your temporary break, you will be deemed to have incurred a permanent break in service. At that point, you will permanently lose any pension credits or years of vesting service you accumulated before the break in service.

You will not lose your accumulated pension credits and years of vesting service if you “repair” a temporary break in service—by returning to covered employment and earning at least 840 hours of service in a Plan Year—before it becomes a permanent break in service.

***NOTE: The Plan’s Break in Service rules have changed over time, and the rules noted in this section have generally been in effect for Plan Years on and after October 1, 1986. If you have questions about your vested status and last performed work in covered employment before October 1, 1986, you should contact the Fund Office to find out the rules applicable to your situation.***

## ***Break in Service Before Vesting***

**If you are a current participant and are not vested, you will normally have a permanent break in service and lose your accumulated pension credits and years of vesting service after a string of six consecutive Plan Years in which you complete less than 140 hours of service per Plan Year. If you complete at least 840 hours of service in covered employment in a Plan Year prior to those six consecutive Plan Years passing, you will “cure” the break and reinstate all your accumulated pension credits and years of vesting service.**

For purposes of determining whether you have incurred a break in service, “hours of service” will include the hours you work in covered employment and also hours (up to 501 per single continuous period) for vacation, holidays, or other absence to the extent they are paid for by your employer or as required by law, such as leave under the Family Medical Leave Act. Periods of disability or military service when you are earning pension credit (see “Earning Your Pension Benefit” starting on page 5) will also count. If you are receiving credit for hours worked under a related plan under the terms of a reciprocal agreement to which the Fund is a party, that time will also count for purposes of avoiding a break in service only.

**For example . . .**

The accompanying chart shows how the Plan's break-in-service provisions work, using a non-vested participant named Jim as an example.

To follow the example, you need to know two things:

- **Non-credit years (null years):** Currently, if a participant has at least 140 hours of service in a Plan Year, but less than the 840 required in a Plan Year for a service break repair or

“cure,” the year will be considered a “null year” and disregarded for purposes of determining whether the participant has incurred a permanent break in service.

- **Past-year requirements:** For Plan Years beginning before October 1, 2001, participants incurred temporary breaks in service if they failed to complete at least 300 hours of service in a Plan Year. (They also needed to earn at least 900 hours of service in a Plan Year to repair a break.)

**EXAMPLES OF BREAKS IN SERVICE**

Plan Year Ending on 9/30 . . .	Jim's Hours of Service	Jim's Pension Credits/Break in Service Status
1993	1,500	1.0 credit
1994	1,300	0.8 credit
1995	200	Temporary break in service (under the 300-hour rule) – Year 1
1996	150	Year 2
1997	950	Temporary break in service from 1995 repaired; earned a vesting year by working at least 900 hours (0.6)
1998	1,200	0.8 credit
1999	250	Temporary break in service (still under the 300-hour rule) – Year 1
2000	290	Year 2
2001	400 0.2 credit	Non-credit (null) year – earned at least 300, but less than 900 hours
2002	0	Year 3 (note: 140-hour rule in effect)
2003	110	Year 4
2004	0	Year 5
2005	0	Year 6  At this point, Jim's temporary break in service which started October 1, 1998 becomes a permanent break in service, and all 3.2 pension credits and associated years of vesting service earned prior to October 1, 1998 are cancelled

## EXAMPLES OF BREAKS IN SERVICE

Here is another example using Plan rules in effect after October 1, 2001:

Plan Year Ending in 9/30 . . .	Jim's Hours of Service	Jim's Pension Credits/Break in Service Status
2002	1,420	1.0 credit
2003	1,700	1.2 credits
2004	100	Temporary break in service (under the 140-hour rule) – Year 1
2005	0	Year 2
2006	0	Year 3
2007	200	Non-credit (null) year – earned at least 140, but less than 840 hours 0.1 credit earned
2008	0	Year 4
2009	0	Year 5
2010	0	Year 6  At this point, Jim's temporary break in service which started October 1, 2003 becomes a permanent break in service, and all 2.2 pension credits and associated years of vesting service earned prior to October 1, 2003 are cancelled

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## If You Leave Covered Employment

If you earn less than 0.1 pension credit per Plan Year for two consecutive Plan Years (0.2 pension credit per Plan Year before October 1, 2001), you will be considered to have incurred a Pension Rate Break (see below) as of the last day you worked in covered employment. This is different than a break in service that may occur if you are not vested.

If you are vested and never return to covered employment, the Plan provisions in effect when you last worked in covered employment will determine the amount of your monthly benefit.

## Pension Rate Break

If you stop working in covered employment and later return to covered employment, you may have what is called a "pension rate break," meaning that the pension rate applied to pension credits earned in your earlier employment will be different from the rate applied to credits earned during your later employment. See "Calculating Your Pension" starting on page 17 for more information and an example.

You will not be considered to have a pension rate break if you can demonstrate that you were actively seeking work in covered employment (including registering for work with the IUOE Local 478 Referral Office), you worked at least

one day (8 hours) in covered employment in at least half of the Plan Years in which you failed to earn less than the required portion of a pension credit, and you earn an additional five (5) pension credits after your return to covered employment.

## If You Get Married

When you are legally married, certain Plan rules and provisions apply to you and your spouse.

If you are vested in the Plan, your spouse is eligible for a pre-retirement surviving spouse benefit if you die before you retire (provided you had been married to your surviving spouse for at least one year at the date of your death). See “In the Event of Your Death” on page 44 for more information.

If you are married when you retire, the standard form of payment for you and your spouse will be the husband-and-wife pension described in “Pension Payment Options” starting on page 25. If you do not want to receive the husband-and-wife pension, you and your spouse must reject that payment option in writing in the presence of a notary public or other person authorized by law.

If you get married after your Fund pension benefits have commenced, you cannot change your pension payment form to a form that would provide a lifetime benefit for your new spouse in the event he or she outlives you.

### Checklist

- If you get married, please contact the Fund Office to update your records.
- If you get married just before your pension starts, call the Fund Office immediately to discuss your election of a payment option for

your pension. You will need your new spouse’s written consent if you want to receive anything other than a husband-and-wife pension.

## If You Get Divorced or Owe Child Support

If you divorce or owe child support, a Qualified Domestic Relations Order (QDRO) could require the Plan to pay part or all of your pension benefit to a former spouse, child, or other dependent (known as an “alternate payee”) for reasons such as spousal or child support or division of marital property. A QDRO is a court document that is issued by a state court. Please be aware that such documents are not *automatically* provided to the Fund Office, so you, the alternate payee, and/or any attorney involved are responsible for providing us with a copy of the court order. Once we received an order approved by a court, we will review it and let you know if it meets the legal requirements necessary to be a QDRO.

The rights of an alternate payee set forth in a QDRO will take precedence over any claims of your spouse or beneficiary at the time of retirement or death.

If you divorce before retiring and benefit amounts are awarded to an alternate payee, you will be entitled to receive the portion not awarded to the alternate payee upon your retirement. If you are remarried at that time, the rules governing husband-and-wife pensions will apply to the portion not awarded to the alternate payee, or the QDRO may order your former spouse to be treated as your spouse upon your death.

If you retire on a husband-and-wife or joint-and-survivor pension and then divorce, your former spouse will still be entitled to any survivor benefits in the event of your death. There is one



exception, and it applies in situations where your former spouse has agreed to waive any and all rights to those survivor benefits in writing as part of a court-approved process. In that situation, your benefit can revert to the amount that would have been paid to you in five-year certain and life pension form. Another important point to remember if you retire on a husband-and-wife or joint-and-survivor pension, divorce and then remarry, you cannot replace your former spouse with your subsequent spouse as to who is entitled to any survivor benefits. Your former spouse will remain entitled to those survivor benefits if you die and he or she is alive.

If you would like a copy of the Plan's procedures governing QDRO determinations, which includes a copy of the Fund's "Form QDRO," contact the Fund Office. A copy will be provided at no charge.

### Checklist

- If you get divorced, please contact the Fund Office to update your records.
- If you get divorced, you should also consider modifying any Fund beneficiary designations you have in place. If you would like to do so, contact the Fund Office for a new Beneficiary designation form.
- Submit any court order and/or QDRO immediately to the Fund Office for review.

## If You Move

If you move to a new address, keep in touch! Let both the Fund Office and the Referral Office know about your change of address and/or new phone number. For your protection, we require that all address changes be submitted in writing,

on a form provided by the Local and the Funds, and signed by the participant.

If the Pension Office cannot get in touch with you, it could affect your eligibility for some of the benefits described in this booklet.

**It's your responsibility to make sure that the Fund Office has your most current address on file.** If you do not, you may be missing out on important information or, after you retire, perhaps even your pension payment.

## If You Enter the Military

If you enter the Uniformed Services of the United States, you can still earn pension credits and years of vesting service. See "Pension Credit During Military Service" on page 8 for more information.

### Checklist

- Notify the Fund Office and last employer that you will be leaving covered employment for military service.
- Contact the Fund Office for information on what you need to do to receive credit during your period of service in the military.
- Make sure you adhere to the provisions for returning to covered employment after your military service ends, including contacting the Fund Office and the Referral Office.

## When You Retire

When you decide to retire, you should call or write to the Fund Office for a pension benefit application. If you are applying for a disability pension, let the Fund Office know this.

## ***Processing of Your Application for a Pension***

**The Fund Office will require an application at least 30 days prior to your effective date (date of retirement).**

Along with the application form, the Fund Office will send you a description of the pension payment options.

If you are married and you wish to choose a payment option other than the husband-and-wife pension, your spouse will need to consent to your rejection of the husband-and-wife pension and your selection of a different payment option in the presence of a notary public or other person authorized by law 30 days before the effective date of your retirement.

You will be required to submit certain types of proof to receive your pension benefit. For more information, see “Applying for a Pension,” starting on page 47.

### **Checklist**

- When you are ready to retire, contact the Fund Office at least 2 or 2 ½ months prior to the date you want to receive your first pension check for an application. ***(If you are applying for a disability pension, please indicate this.)***
- Submit your completed application with any required proof to the Fund Office.
- Allow at least 30 days for processing.

## **If You Work Beyond Normal Retirement Age**

You may perform work outside of the IUOE industry, and such work will have no impact on your Fund benefits or your eligibility for those benefits. Examples of such outside work would include a ranger on a golf course, a grocery store clerk, a manager of a restaurant, etc. Also, if you apply for Fund benefits after your normal retirement age, as long as you have not: (1) worked in the operating engineer trade for forty (40) or more hours (in accordance with rules established by the U.S. Department of Labor), or (2) collected four (4) or more supplemental unemployment benefit checks (“SUB”) from the International Union of Operating Engineers Local No. 478 Health Benefits Fund, with respect to a specific month, your pension amount will be actuarially increased for such month. The Fund would apply this rule to all of the months between your normal retirement date and the date your pension becomes effective in determining your actuarial increase.

If you work in covered employment or disqualifying employment, or are otherwise considered working under our Plan pursuant to U.S. Department of Labor rules, after you reach normal retirement age, you will not be considered retired and will thus not be eligible to start receiving your benefit or to receive any actuarial increase. ***You may, however, earn additional pension credits for work in covered employment.*** See “If You Return to Work After Retiring” below for definitions of the employment that would disqualify you from starting your pension or receiving the actuarial increase for delaying your application.

Remember that you must begin receiving your benefit no later than the April 1 following the year you reach age 70-1/2. Contact the Fund Office if you have any questions!

## If You Return to Work After Retiring

After your retirement from this Fund, you may work outside the IUOE industry as much as you wish, and this work will not affect your eligibility for a pension or cause your pension to be suspended.

However, subject to the current exceptions listed below, after your retirement from this Fund, your pension is subject to suspension for any calendar month in which you engage in “disqualifying employment” (defined below) for forty (40) or more hours.

### Disqualifying Employment

For purposes of the Plan’s suspension of benefits rules, “Disqualifying employment” means that a retiree engages in:

- work in covered employment in the jurisdiction of the Union, and/or
- self-employment as an operating engineer in the jurisdiction of the Union (whether as a partner, proprietor, or otherwise), and/or
- employment in the jurisdiction of the Union in a category of work that would require contributions to the Pension Fund but for the fact that the employer is not a signatory to a collective bargaining agreement, including acting as an officer, director, supervisor, stockholder, or any similar capacity, for such an employer.

### Exceptions

The Fund’s Board of Trustees have decided to permit a retiree to perform certain work, in covered employment only, within the jurisdiction

of the Union and still receive his or her pension benefits. ***Here are the current provisions, which are subject to change in the future:***

- If you are a retiree over the age of 62, you may keep receiving your monthly pension benefits and work in covered employment up to 59 ½ hours in a month. Work beyond 59 ½ hours in a month will subject you to suspension of your benefits.
- If you are a retiree younger than age 62, you may keep receiving your monthly pension and work in covered employment up to 160 hours **every other** calendar quarter. For example, you could work for 160 hours in the January through March calendar quarter, but you could not perform any more work until the July through September calendar quarter (where you would again be limited to 160 hours). Work beyond this limit will also subject you to a suspension of your benefits.
- On the April 1st following the calendar year you reach age 70 ½, you are able to receive your pension and engage in covered employment.

### Duty to Notify the Fund Office

You must notify the Fund Office in writing within three days of starting disqualifying employment, regardless of how many hours you work. You must also notify the Fund Office when you stop working in disqualifying employment.

If you do not comply with the notice requirements and the Fund Office becomes aware that you are engaged in disqualifying employment, the Fund Office may presume that you have been engaged in disqualifying employment up to or beyond the maximum limits for each month a contractor has been at a site.

**Remember:** If you are receiving a disability pension, you must report *any* gainful employment to the Fund Office.

### **Resumption of Benefits After a Suspension**

Assuming you notify the Fund Office that you have stopped working in disqualifying employment, your benefits will resume no later than the first day of the third month after the month you stop such employment.

If you earn any additional pension credits while your initial monthly pension benefits were subject to suspension, you will need to submit a new application for benefits for those additional pension credits. See page 47 regarding the Plan's application for benefits rules. Your additional pension credits will be payable under the same option and for the same period as your initial monthly pension benefits, or you may be able to select a different option for those additional pension credits, depending upon whether you had attained normal retirement age at the time of your earlier retirement.

Also, it is important to know that once you retire and begin receiving benefits, your return to work in covered employment **cannot** serve to increase the benefit rate (or rates) applicable to the pension credits you had earned at your retirement. Simply put, when you retire the benefit rate (or rates) become locked, and that rate (or those rates) cannot change. The additional pension credits you earn due to any new work in covered employment will be payable at the applicable benefit rate (or rates). Here is an example of how this works:

Assume Jim earned 11.0 pension credits for his work during 11 consecutive Plan Years, with the last one ending September 30, 2005. He was unmarried, and properly

submitted his application for benefits and other documentation so that he could retire effective October 1, 2005. He began receiving his monthly Five-Year Certain and Life Pension of \$770 (11 pension credits x \$70 rate) and he stayed retired through September 30, 2009. As required by the Plan, Jim then informed the Fund Office in advance that he wanted to return to work in covered employment on October 1, 2009. He did so, and he worked on a full-time basis (which under the exception noted earlier for those over age 62 was, and is, more than 59-1/2 hours per month). Under Plan rules, Jim's monthly benefit of \$770 was suspended. Jim earned 1.2 pension credits in both the 2009-2010 and 2010-2011 Plan Years. He then informed the Fund Office in advance that he wanted to re-retire effective October 1, 2011, and he properly applied for benefits as to his newly earned 2.4 pension credits.

***What will Jim's monthly benefit be as of October 1, 2011?*** His Five-Year Certain and Life Pension increased to \$972 per month. His initial monthly pension of \$770 resumed, along with an additional amount of \$202 (which represented the new 2.4 pension credits at the \$84 benefit rate in effect on October 1, 2011; note that while  $\$84 \times 2.4 = \$201.60$ , the Fund "rounds up" to \$202). The initial \$770 figure plus the new \$202 figure gave us the revised figure of \$972 per month.

### ***Recovery of Incorrect Payments***

**If you are paid a pension for months your benefits should have been suspended, your pension payments will be reduced after the period of suspension to make up for such prior overpayments.**

**Checklist**

- If you are considering returning to work after retirement, contact the Fund Office before you start to ask if the work will be disqualifying employment.
- Report any disqualifying employment to the Fund Office in writing within three days of starting it. (If you are receiving a disability pension, report any gainful employment to the Fund Office within seven days of starting it.)
- Notify the Fund Office in writing when you stop working in disqualifying employment.
- If you earn any additional pension credits after returning to work, contact the Fund Office to request benefit payment for them.
- If you don't agree that the work you are doing is disqualifying employment, you can appeal the suspension of benefits. See "Appeal Process," starting on page 49, for more information.

## If You Become Disabled

**Pension Credit and Vesting Service During a Period of Disability When You Cannot Work in Covered Employment**

You may receive pension credit and vesting service during a disability that prevents you from working in covered employment, provided:

- you had accumulated at least 1.0 pension credit as of the end of the Plan Year immediately preceding the period of disability; and
- you meet one of the following two requirements:

- you are receiving weekly disability benefits under the International Union of Operating Engineers (IUOE) Local No. 478 Health Benefits Fund (maximum of 26 weeks of credit); or
- you are receiving weekly compensation benefits under a workers' compensation law for a disability or incapacity arising from covered employment that prevents you from engaging in any gainful employment (maximum of 52 weeks of credit).

See "Pension Credit During a Disability" on page 8 for more information.

**Disability Pensions**

If injury or illness leaves you unable to engage in any gainful employment whatsoever before normal retirement age and you are expected to remain in that condition for the rest of your life (as evidenced by a Social Security disability award letter), you may be able to start receiving a disability pension. See "Disability Pensions" on page 13 for more information.

Assuming you have received your Social Security Disability Award letter and are otherwise eligible for a disability pension (on either an unreduced or reduced basis), you may submit an application for benefits to the Fund Office.

**Checklist**

- If your employment is interrupted by a period of disability, contact the Fund Office for information on whether you qualify for pension credit and vesting service and what you need to do to receive it.
- If you believe you have been totally and permanently disabled and will qualify for a disability pension, apply for Social Security disability benefits **immediately**.

- Include your application for Social Security disability benefits and a copy of your current Social Security disability benefits award with your disability pension application. You may also be required to undergo physical examinations and submit proof of your continuing disability periodically.
- If you engage in any gainful employment while receiving a disability pension, report it to the Fund Office within seven days of its start.
- If the disability that resulted in your disability pension ends, you may return to covered employment and resume earning pension credits.
- Assuming you are eligible, you may want to consider whether to apply for a “contingent” early retirement pension, which allows for a future conversion to a disability pension. See page 15 for more details.

## In the Event of Your Death

### Before Retirement

If you are vested in your benefit, but die before the date your pension becomes effective, pre-retirement death benefits may be payable to your eligible surviving spouse or, if there is no eligible surviving spouse, to your eligible children (if any). Here are the Plan’s current rules:

- **Pre-Retirement Surviving Spouse Benefit:** For your spouse to be eligible for this benefit, you must have been married for at least the 12 months immediately preceding the date of your death, and you must have worked for at least one hour of service as a participant after the effective date of the law implementing this rule (which was August 22, 1984).

The lifetime monthly benefit payable to your spouse will be equal to 50% of the monthly pension amount you would have received if you had retired on a five-year certain and life pension the day before you died, with an age-related adjustment if you had not yet reached normal retirement age (*if you died before reaching age 55, the benefit will be computed as if you were age 55*).

If the present value of the benefit payable to your surviving spouse is \$5,000 or less, the Trustees will pay your spouse the entire present value of the benefit in a one-time payment instead of making the lifetime payments described above. Your spouse can roll over this one-time payment to an IRA or eligible retirement plan, if he or she wishes to defer paying taxes. Your spouse will receive information on rollovers when he or she applies for the benefit.

- **Pre-Retirement Death Benefit for Children:**

The death benefit for children is payable only if you are not married when you die and no Qualified Domestic Relations Order (QDRO) (see “If You Get Divorced or Owe Child Support” on page 38) is in effect regarding your benefits under the Plan.

The pre-retirement death benefit for children will be a monthly benefit equal to one-half of the regular or early retirement pension you would have received if you had retired on the day before your death and selected the five-year certain and life pension as your payment option (*if you died before reaching age 55, the benefit will be computed as if you were age 55*). That amount will be divided evenly among your eligible children at the time. Your eligible children are your unmarried natural or adopted children who had not reached age 18 as of the first of the month.

Payments will be made to the parent or legal guardian of the eligible child(ren) and will stop when a child is no longer an eligible child (reaches age 18 or marries, or dies, if sooner.) Stopping of the benefit to one child will not cause the amount paid to any other child to increase.

Eligibility for a partial or pro rata pension based on combined pension credits will not be considered evidence of eligibility for the Plan's pre-retirement death benefits.

### **After Retirement**

The pension benefit payable if you die after retiring will depend on the payment option you were receiving:

- If you were receiving the husband-and-wife pension, your surviving spouse will receive monthly payments that are 50% of the amount you were receiving.
- If you were receiving the 66-2/3% joint-and-survivor pension, your surviving spouse will receive monthly payments that are 66-2/3% of the amount you were receiving.
- If you were receiving the 75% joint-and-survivor pension, your surviving spouse will receive monthly payments that are 75% of the amount you were receiving.
- If you were receiving a five-year certain and life pension and less than 60 guaranteed monthly payments had been made at the time of your death, your designated beneficiary will receive the remaining number of the 60 guaranteed monthly payments.

In all situations described above, your surviving spouse must be the spouse to whom you were

married when your benefits initially commenced. If you have retired under the five-year certain and life pension and your designated beneficiary predeceases you before you have received sixty (60) monthly payments, you should contact the Fund Office to designate a new beneficiary.

If the present value of the post-retirement death benefit payable to your surviving spouse or estate is \$5,000 or less, the Trustees will pay your spouse or estate the entire present value of the benefit in a one-time payment. Your spouse can roll over this one-time payment to an IRA or eligible retirement plan, if he or she wishes to defer paying taxes. Your spouse will receive information on rollovers when he or she applies for the benefit.

### ***Present Value of a Benefit***

**For information on how the present value of a benefit is determined, contact the Fund Office.**

#### **Checklist**

- Review the death benefits available under the Plan with your spouse, children, and beneficiary, as applicable.
- Alert your spouse, children, and/or beneficiary of the need to contact the Fund Office for an application for benefits as soon as possible after your death.
- If a designated beneficiary of yours dies while benefits to you are in pay status of the five-year certain and life pension, contact the Fund Office about possibly designating a new beneficiary. See the very next Section if you are receiving a husband-and-wife pension or one of the joint-and-survivor pensions and your spouse dies before you.

## If Your Spouse Dies

If your spouse dies, contact the Fund Office so that we can update your records.

Also, if you have already started receiving a husband-and-wife pension or a joint-and-survivor pension when your spouse dies, and this is the spouse to whom you were married when your pension initially commenced, your monthly pension amount thereafter can be increased or “pop-up” to the monthly amount you would have received under a five-year certain and life pension. Remember, this only applies to those who retire on or after October 1, 1998, and you are required to notify the Fund Office of your spouse’s death. Once the Fund Office is notified and at least thirty (30) days pass, you will begin receiving the increased amount. See the section entitled “The Available Forms of Payment at Retirement” on page 25 for more information.

## Working as an Operating Engineer in Another Jurisdiction

You should *always* inform the Fund Office if you are going to work in another jurisdiction. This is because the Fund has two primary arrangements which could be beneficial for you.

First, the Fund has entered into certain agreements, known as “reciprocal agreements,” with specific Operating Engineers Pension Funds outside Connecticut. If this is your “Home Fund” and you are working in another jurisdiction that has a specific reciprocal agreement with us, you can sign documents so that hours and contributions which would otherwise stay in the other jurisdiction **come to this Fund**.

Second, the Fund offers pro-rata or partial pensions, based on an individual’s work in

multiple operating engineers jurisdictions. The Fund Office can work with the other jurisdictions where you work to track whether you can ultimately qualify for a pro-rata pension. Put simply, if you don’t tell us about your entire work history, you may miss out on benefits that you are otherwise entitled to.

### Checklist

- Before you work in another operating engineer jurisdiction, let the Fund Office know. Likewise, when you return to Connecticut, let the Fund Office know and register with the Union Referral Office.
- We would also suggest that you inform the benefit funds of the jurisdiction where you are working of your work under our Fund. That will help us coordinate your benefits with the other fund(s) when you ultimately decide to retire.



# Applying For a Pension

To receive benefits from this Plan, you must file an application for benefits with the Board of Trustees.

## FAST FACTS

- To start receiving a pension, remember that you must meet the eligibility requirements for the type of pension you are requesting (see “Types of Pensions,” starting on page 13) and be considered retired (see “Disqualifying Employment” on page 41).
- When you are getting ready to retire, contact the Fund Office to request a Pension Application Form. You can also contact the Fund Office in advance to ask what you will need to complete the application.
- If you are applying for a disability pension, remember that you generally cannot apply for your pension until you have received a disability benefits award from the Social Security Administration. However, you may want to consider converting your Early Retirement Pension to a Disability Pension if you are eligible. See page 15 for more details.
- Allow at least a month for processing once your application is complete.



Pension Plan

Pensions are usually effective for an eligible participant on the first day of the month following a one-month processing period after a fully completed application for benefits and all other required information is filed with the Board of Trustees.

## How to Apply

The first step in applying for a pension benefit is to request, in writing or by phone, a Pension Application from the Fund Office at the address or telephone number below. If you are applying for a disability pension, you must indicate this in your request.

***International Union of Operating Engineers (IUOE) Local No. 478 Pension Fund***  
***1965 Dixwell Avenue***  
***Hamden, CT 06514-2400***  
***Telephone: 866-288-9261 (toll free)***  
***or 203 288-9261***

When the Fund Office receives your request for a pension application, you will be sent a self-explanatory Pension Application and an explanation of the pension payment options.

You must answer all questions on the Pension Application. Also, be sure to sign and date your Pension Application. You have the right to review the explanation of payment options for at least 30 days before the date your pension becomes effective. If you are married and you wish to elect a payment option other than the husband-and-wife pension, your election must be made in the 180 days before the date your pension is to be effective to be valid (this is also the period in which you can revoke a previous election). Certain election and signature sections on the Pension Application must be witnessed by a notary or another person authorized by law, and if those specific sections are not completed correctly your Pension Application will be

returned to you for correction. Should you require any assistance in completing your Pension Application, please contact the Fund Office.

### ***If Your Application Is Incomplete or Incorrect***

**If your application is not complete or lacks the required information for processing, it will be returned to you. This could result in a delay of your pension benefits.**

## Processing of Your Application

When the Fund Office receives your properly completed Pension Application and all required supporting documents, it will research and verify your marital status, your vested status, your pension credits and the benefit rate(s) associated with those credits. The Fund Office initially performs this research and the associated calculations, and its calculations are confirmed with the Fund's consultant. In general, your Pension Application must be submitted at least 30 days prior to your effective date of retirement.

Only the Board of Trustees is authorized to approve a pension benefit.

## Application for Pre-Retirement Death Benefits

To receive any pre-retirement death benefits, your surviving spouse or eligible child(ren) or designated beneficiary, as the case may be, must file an application for benefits with the Board of Trustees on a form furnished by the Fund Office, along with any required supporting documentation. An application for benefits should be obtained from the Fund Office right

after your death so that payments may begin as soon as possible.

Also, if you are receiving a husband-and-wife pension or a joint-and-survivor pension and your spouse predeceases you, be sure to inform the Fund Office as soon as possible as the monthly pension benefit payable to you may increase under the “pop-up” rules. See page 26 for more details.

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No formal Pension Application is necessary for a pensioner’s designated beneficiary where such pensioner elected a five-year certain and life pension and died before the sixty (60) guaranteed payments are made, or for a surviving spouse where the pensioner elected the husband-and-wife pension or a joint-and-survivor pension and has died. However, due to the popularity of direct deposit, if you are a surviving spouse under a husband-and-wife pension or a joint-and-survivor pension, or the designated beneficiary under a five-year certain and life pension and the pensioner dies before 60 monthly payments are made, *please* inform the Fund Office immediately so that appropriate death benefits can be properly paid to you instead of the pensioner’s bank account.

### ***Social Security Benefits***

**The benefits payable under this Plan are in addition to benefits paid under Social Security. They do not affect your Social Security benefits in any way.**

# Appeal Process



Pension Plan

The appeal process discussed below applies to both:

- applications for pension or death benefits; and
- cases where the pensions of retired participants are suspended for work in disqualifying employment (see page 41 for a definition of disqualifying employment).

When you apply for your benefit and all of the appropriate material supporting your application is properly completed, signed and received by the Fund Office, your application is considered to be “filed.”

The Fund Office will notify you of the action taken regarding your application within 90 days of the date that you filed your application unless there are special circumstances that require more time for processing your application. You’ll be notified within that original 90-day period if more time (an extension of up to 90 days) is needed. An expedited time frame (45 days) applies with respect to decisions involving disability pensions.

If you do not receive a notice from the Fund Office within the initial 90-day (or 45-day) period or a decision by the end of any extension, you can assume that your application for a benefit has been denied. To appeal the decision, follow the steps outlined below under “How to Appeal a Decision.”

If your application is partially or completely denied, the notice you will receive will explain specifically why your claim was denied. In addition, the Fund Office will provide references to specific Plan provisions, rules and regulations that the denial was based on, along with a description of any additional material that you could submit to support your claim and an

explanation of why it is necessary. The Fund Office will also provide you with an explanation of the steps that you must take in order to have your denial reviewed.

The initial decision shall be final and binding on all parties unless it is appealed, according to the process described below.

## How to Appeal a Decision

If you believe you have met the Plan’s eligibility requirements for a pension or if you question the determination of the amount of the benefit awarded, you may appeal to the Board of Trustees for a review of your claim. Similarly, if you believe a determination that employment is disqualifying is made in error, you may ask for a review of that determination.

Your request for review (appeal) must be in writing and must be received by the Fund Office within 90 days of the date that you receive the notice of the adverse decision. If your written request for a review of an adverse decision is not filed within the 90-day time frame, you will lose your right to appeal and have your claim reviewed by the Trustees. The time frame for requesting a review involving a disability pension is longer, specifically, 180 days.

In your written request for a review, you must explain clearly why the benefit should not be denied or the amount should be adjusted or a determination that employment is disqualifying should be reconsidered. You may submit additional materials for consideration or review by the Trustees, including a written explanation of the issues and comments on the issues. In connection with any timely request for review, you may review pertinent documents at the Fund Office, during regular business hours, that relate to your claim.

The Board of Trustees will make a decision on your appeal at its first meeting following receipt of the request for review (or at its second meeting, if the petition was received less than 30 days before the first meeting). If special circumstances require more time, a decision will be made no later than the third quarterly meeting, and you will be notified of the reasons for the delay and the date you can expect a decision before such an extension of time begins.

The Trustees will provide you with written notification of their decision as soon as is practicable. The notification will refer you to the specific provisions of the Plan on which the Trustees' decision is based, and will include any other documentation or information required by law.

If, for any reason you do not receive a written decision within the time frames explained above, you should assume that your request for a review has been denied.

The decision of the Trustees with respect to a request for a review is final and binding on all parties unless it is contrary to applicable law.

### **General Rules**

The Trustees have full and exclusive authority to interpret and construe the terms of the Plan in their complete discretion.

If you or your representative requests a review of your denied claim after the period for filing the request has passed, your request will not be considered a request for a review or a new request for a review or as an extension of time for the purposes of any statute of limitations and need not be considered by the Trustees.

This appeal process must be followed by both you and the Trustees before any legal action can be taken regarding a denied claim. A lawsuit initiated after the applicable statute of limitations has passed is usually dismissed by a court.



# Plan Facts

The chart below provides a short reference for administrative information about the Pension Plan.

<b>Legal Name of the Plan</b>	International Union of Operating Engineers Local No. 478 Pension Plan
<b>Plan Number</b>	001
<b>Employer Identification Number (EIN)</b>	06-0733831
<b>Plan Type</b>	Defined Benefit Pension Plan
<b>Plan Year</b>	October 1 – September 30
<b>Plan Administrator</b>	The Board of Trustees
<b>Executive Director</b>	Mr. Daniel E. Krause
<b>Agent for Service of Legal Process</b>	Mr. Daniel E. Krause, Executive Director I.U.O.E. Local No. 478 Pension Fund 1965 Dixwell Avenue Hamden, CT 06514-2400 Telephone: 866-288-9261 (Toll Free) or 203-288-9261  Legal process may also be served upon any Plan Trustee. Addresses are shown on the inside back cover of this booklet.



## Plan Administration

A joint Board of Trustees, consisting of an equal number of Union representatives and Employer representatives, administers and maintains your Pension Plan. The Board is governed by the Agreement and Declaration of Trust (Trust Agreement). The Board employs an Executive Director and maintains an administrative staff to perform the routine administration of the Pension Fund.

## Plan Funding

Contributions to the Pension Fund are made by individual contributing employers at the rate established by collective bargaining or participation agreements. Benefits are provided from the Pension Fund's assets, in accordance with the Trust Agreement, and the assets are invested in accordance with the Plan's investment guidelines by investment managers hired by the Board of Trustees. As of December 31, 2010, the following investment managers have been retained by the Trustees, and each holds and invests a portion of the Fund's assets from which benefits are paid: Prudential, Intech, Victory Capital Management, Loomis Sayles (fixed and global fixed income), MacKay Shields (fixed, high yield and convertibles), Batterymarch, LSV Asset Management, NWQ Investment Management, AIG Global Investment Group, Artio Global Investors, Calamos, Blackstone, GMO, PIMCO, UBS, JP Morgan and MEPT. These investment managers may be changed from time to time by the Board of Trustees.

## Contributing Employers

The Fund Office will provide you, upon written request, with information as to whether a particular employer contributes to the Pension

Plan on behalf of its employees and, if so, that employer's address.

## Collective Bargaining Agreements

The Pension Fund and the Pension Plan are maintained according to collective bargaining agreements. Collective bargaining agreements state the rate of contributing employer's contributions to the Pension Fund, the type of work and areas of work that require contributions and certain other terms governing contributions.

For information on how to obtain or examine copies, see "Availability of Plan Documents" below.

## Availability of Plan Documents

Copies of the following are available for inspection at the Fund Office during regular business hours:

- The text of the Plan and amendments, including any amendments adopted after this Summary Plan Description is printed
- The Agreement and Declaration of Trust (Trust Agreement)
- Summary annual reports
- A full annual report (Form 5500)
- Copies of the collective bargaining agreements.

Upon written request, copies will be furnished by mail. There may be a charge, so you should contact the Fund Office to find out what the charge would be before sending in your request.

A copy of any collective bargaining agreement that provides for contributions to this Plan will also be available for inspection within 10 calendar days after written request at any of the local Union office(s) or at the office of any contributory employer to which at least 50 Plan participants report each day.

## Top-Heavy/Maximum Benefit Provisions

Federal law limits the percentage of plan benefits that can be earned by certain highly paid employees. A plan that exceeds this limit is considered “top-heavy,” and the administrator of such a plan has to take actions to bring the plan into compliance with recent IRS regulations (for example, set minimum benefit levels for some employees or shorten their vesting period). There are similar IRS limits, known as the 415 limits, on the total amount of retirement benefits that an individual participant can receive from multiple defined benefit plans, including this one. If the Plan becomes top-heavy or you are affected by the 415 limits, you will receive information on the actions being taken.

## Transfer and Assignment of Benefits

You may not sell or assign your pension benefits or pledge them as security for a loan. Furthermore, they are not subject to garnishment or attachment by any of your creditors.

However, if you are divorced or owe child support, a Qualified Domestic Relations Order (QDRO) may require the Plan to pay all or part of your benefit to your former spouse, your children, or other dependents. Also, the Fund must honor a federal tax lien against your benefits

and certain court orders permitted by the Federal law which governs this Plan (ERISA).

## PBGC Insurance

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension plan involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC’s guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Currently, under the multiemployer plan program, the PBGC guarantee equals a participant’s years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC’s maximum guarantee limit is \$35.75 per month times a participant’s years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

- normal and early retirement pension benefits,
- disability benefits if you become disabled before the plan becomes insolvent, and
- certain benefits for your survivors.

The PBGC guarantee generally **does not** cover:

- benefits greater than the maximum guaranteed amount set by law,
- benefit increases and new benefits based on plan provisions that have been in place for less than five years at the earlier of the date the plan terminates or the time the plan becomes insolvent,
- benefits that are not vested because you have not worked long enough,
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent, or
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask the Fund Office or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, DC 20005-4026 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>.

## Factors That Could Affect Payment of Your Benefit

Certain factors could interfere with payment of your benefit from the Plan. Examples include the following:

- **Break in service.** If you have a string of Plan Years when you do not earn a minimum

amount of pension credit, you may fail to vest in your benefit (acquire ownership rights). In addition, if you incur a permanent break in service, you will lose any pension credits and years of vesting service you had earned as of the first Plan Year such break started. See "If You Have a Break in Service" on page 35 for more information.

- **Separation from covered employment.** If you have one or more separations from covered employment, you may incur a pension rate break (or breaks), meaning that different benefit rates could be applied to pension credits earned at different times. See "If You Leave Covered Employment" on page 37 for more information.
- **Failure to apply for your benefit.** In general, you cannot receive a pension without applying for it. See "Applying for a Pension" on page 47 for more information.
- **Failure to update your address.** If you move, it is your responsibility to keep the Fund Office and the Union Referral Office informed about where you can be reached. Otherwise, you may not receive important Plan information or meet the requirements of certain Plan provisions.
- **Qualified Domestic Relations Orders (QDROs).** If you have been divorced or owe child support, the Plan may be required to pay all or part of your benefit to your spouse, former spouse, or dependents under this specialized state court order.
- **Returning to operating engineer work after retiring.** Your pension benefits will be suspended if you engage in certain employment after your pension starts. See "If You Return to Work After Retiring" on page 41 for more information, including requirements for keeping

the Fund Office informed of the start and finish of such employment.

• **Failure to report gainful employment while you are receiving a disability pension.**

If you engage in any gainful employment, including disqualifying employment, while receiving a disability pension, you must report it to the Fund Office within the time allowed by the Plan. If you fail to do so, you will lose your eligibility for your disability pension. See “Duty to Report Gainful Employment” on page 14 and “Disqualifying Employment” on page 41 for more information.

Any factors affecting your benefit will depend on your particular situation. If you have questions, contact the Fund Office at 866-288-9261 (toll free) or 203-288-9261.

## Future of the Plan and Plan Amendment or Termination

The Board of Trustees believes that contributions will be sufficient under normal circumstances to provide the benefits described in this booklet. However, the future of the Plan will be determined by the terms of the collective bargaining agreements and by conditions relating to the income and liabilities of the Plan. Since it is not possible to predict future conditions, the Board of Trustees reserves the right to amend or terminate the Plan at any time, at the Trustees’ discretion.

Although the Trustees may amend the Plan retroactively, except as otherwise provided by law, no amendment may take away a participant’s accrued benefits.

If the Plan were to terminate, or if there were a complete discontinuance of contributions, you

would have a nonforfeitable right to your accrued pension benefits, to the extent that there were sufficient assets in the Fund, after providing for all of the expenses of the Plan, including termination expenses. Article XI of the Plan document provides the rules, as prescribed by law, for the allocation of assets on termination, including those cases where the assets of the Fund are insufficient to pay all of the benefits.

Benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC). This insurance provides benefits protection when a plan terminates and its assets will not cover all benefits payable. However, it does not cover all benefits, and the amount of benefits protection is subject to certain limits. For more information, see “PBGC Insurance” on page 52.

## Limitation on Authority

No individual Trustee, Executive Director, contributing employer or Union or any representative of any contributing employer, the Fund Office or Union, is authorized to interpret this Plan, nor can such person act as an agent of the Board of Trustees, except for acceptance of service by the Executive Director.

## Trustees’ Authority and Discretion

Only the full Board of Trustees is authorized to interpret the Plan of benefits described in this Summary Plan Description. The Board of Trustees has full discretionary authority to interpret and construe the terms of this Summary Plan Description, the Plan and the Trust Agreement, including provisions describing benefits and eligibility for benefits.

## Effective Date

This Summary Plan Description summarizes the rules in effect as of September 1, 2011. Rules governing claims for benefits prior to that date may be different. Any specific questions should be referred to the Fund Office.

## Important Notice

This Summary Plan Description is written in non-technical language to provide a brief general description of the most important provisions of the Pension Plan. Nothing in this Summary Plan Description is meant to interpret or extend or change in any way the provisions of the complete text of the Pension Plan as adopted and amended by the Board of Trustees.





# Your ERISA Rights



Pension Plan

As a participant in the International Union of Operating Engineers Local No. 478 A-C-D-E Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### **Receive Information About Your Plans and Benefits**

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan. These documents include 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 and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- 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.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62, for most participants) 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.

### **Prudent Actions by Plan Fiduciaries**

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 pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan document or the latest annual report 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 \$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 that 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. 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 state or Federal court. 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 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.

#### **Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Office, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

# Board of Trustees

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**Local No. 478 Pension Fund**

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