



# Contact

**International Union of Operating Engineers  
Local No. 478 Annuity Fund  
1965 Dixwell Avenue  
Hamden, Connecticut 06514-2400**

*Phone*                   **203-288-9261 or  
1-866-288-9261 (Toll Free),  
use Ext. 274 or  
223 for both numbers**

## **Annuity Fund Board of Trustees**

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Mr. Christopher Cozzi**

*Employer Trustees*

**Mr. Jason Travelstead  
Mr. John T. Leahy**

*The Board of Trustees is made up of an equal number of Employer and Union representatives that govern the Annuity Fund. Each application for Annuity Fund benefits is acted upon in accordance with the rules and regulations of the Fund's formal plan document, known as the International Union of Operating Engineers Local No. 478 Annuity Fund ("Plan").*

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*Auditors for the Fund*

**Schultheis & Panettieri, LLP**

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## **FAST FACTS** About Your Annuity Plan

- You start participating in the Plan after only one (1) hour of work, and you “vest” (acquire ownership rights) in your Plan account(s) immediately.
- Based on your work in covered employment, your employer makes contributions on your behalf to an account established in your name. You can make contributions to the Plan too, by having deductions taken from your pay. Your contributions are commonly known as “401(k) contributions” or “deferral contributions,” and these monies are also held in an account established in your name. Finally, if you have monies in another qualified retirement plan or IRA and are eligible to receive a distribution, you may roll those monies over to this Plan. These amounts are held in a “rollover account” in your name.
- The fact that you “vest” in your account(s) is not a guarantee of the value of your account(s). The ultimate value of your account(s) will depend on a number of factors, including contributions (from your employer(s) and any 401(k)/rollover contributions by you), administrative expenses, and the investment performance of your account(s). Under the Plan, you have the right, and the responsibility, to choose how your account(s) will be invested.
- You are generally eligible for benefits when you reach normal retirement age (62 for most participants) and stop working in covered employment. You are also eligible for benefits if you take an early retirement pension from the I.U.O.E. Local No. 478 Pension Plan, become disabled as evidenced by a Social Security Disability Award, or you do not work in covered employment for at least six (6) consecutive months.
- In general, retirement benefits from your account(s) can be paid as an annuity, in installments, or in a single lump sum.
- If you suffer a financial hardship (as defined in the Plan), you may be able to withdraw part of your balance while you are still working in covered employment. These are known as hardship withdrawals.
- The Plan also offers an “in-service” withdrawal option. So, even if you are still working in covered employment, you may elect a complete distribution of your account(s) provided that you are at least age 59-½ and have not worked in “non-covered employment” within the past 36 months. You are only allowed to request such an “in-service” withdrawal twice in your lifetime, and you must take the full balance of your account(s) in a single lump-sum payment.
- If you are married and wish to receive a distribution, you normally must obtain your spouse’s written consent.
- If you die before you start receiving your benefits, your surviving spouse or other designated beneficiary may be eligible for any death benefits.



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April 2010

Dear Participant,

We are pleased to present you with this revised edition of the Summary Plan Description of your Annuity Plan.

In addition to updated information about the Plan, you'll find a new, easy-to-read format. "Fast Facts" at the beginning of each section give a quick overview of what's to follow. Helpful reminders, cross references, and definitions appear in the margins. A chapter called "Life Events," starting on page 23, provides information on common events that might affect your Annuity Plan benefit, such as:

- breaks in service (leaving covered employment);
- marriage or divorce;
- entering military service; and
- suffering a financial hardship.

The Annuity Plan is designed to supplement the benefits provided by the I.U.O.E. Local No. 478 Pension Plan, providing an additional source of income in your retirement. Please read this book carefully, and please share it with your spouse or other beneficiary.

If you have any questions or need additional information regarding the Plan or your rights and benefits, please write or call the Fund Office at 1-866-288-9261 (Toll Free) or 203-288-9261, extension 274 or 223. Our staff will be happy to assist you.

Sincerely,

The Board of Trustees

***Important Notes***

***Please note that this Summary Plan Description is meant to provide a summary of your Annuity Plan as of January 1, 2010. This description is based on the information contained in the actual Plan document, which is a technical legal document. Therefore, if there is any discrepancy between the information contained in this handbook and in the Plan document, the Plan document will always govern.***

***Consistent with applicable law, the Plan and the Fund, the benefits described in this handbook are subject to amendment and/or termination at any time, as the Board of Trustees may determine in their full and complete discretion.***

***In the event the Plan is significantly amended or modified in the future, you will be provided with a written notice of any changes. You should keep all of these written notices with this handbook in the box that we've provided. These periodic updates are known as a "Summary of Material Modifications" or "SMMs," and any notice will be labeled as such.***



ANNUITY PLAN



# Eligibility

## FAST FACTS

- In general, to participate in the Plan, you must work for a contributing employer in a position covered by the Plan (this is known as “covered employment”).
- You become a participant after working one (1) hour in covered employment.
- You are immediately vested (have ownership rights to your benefits from the Plan).

***Employees in any of the following groups who meet the work requirement are eligible to participate:***

- employees who perform work in covered employment; and
- employees of the Local Union, the Fund Office (i.e., those individuals who help administer the Annuity Fund), and the Apprenticeship Training and Skill Improvement Fund.



## Eligibility Requirements

If you are eligible to participate in the Annuity Plan, your participation begins almost immediately.

### ***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 that employer to make contributions to the Annuity Fund.**

## Beginning Your Participation

You become a participant in the Plan when you have worked one (1) hour in covered employment. The Fund Office will become aware of your participation when your contributing employer submits its monthly hours/contribution report and makes required contributions to the Plan.

As you can see, you do not need to complete a formal enrollment form to begin participating in the Plan. However, there are a few items that you will need to do:

- designate a beneficiary;
- decide if you want to make contributions to the Plan by having part of your pay directed to the Plan instead of your paycheck (i.e., electing 401(k) contributions);
- if you have monies in other qualified retirement plans and/or IRAs, decide whether you wish to make a rollover to the Plan; and

- make investment decisions for your account(s).

Beneficiary designation forms are available from the Fund Office. If you are married, your beneficiary will automatically be your spouse unless he or she consents in writing to the naming of a different beneficiary. You may not name more than one beneficiary unless the Trustees consent to your doing so.

See pages 7, 9 and 14 for more information on making 401(k) contributions to the Plan, making rollover contributions to the Plan and directing your investments.

### ***“Spouse”***

**Under the Plan, your “spouse” is a person of the opposite sex to whom you are lawfully married, as determined only by reference to applicable federal law, including the Federal Defense of Marriage Act. After that, if you become legally separated from your spouse, you will no longer be married. Also, for the purpose of determining any post-retirement surviving spouse death benefits from this Plan, your surviving spouse is only the spouse to whom you were lawfully married when your Plan benefits initially started.**

## Immediate Vesting

From the start of your participation, you will be 100% vested in the value of the account(s) established for you, meaning that you have full ownership rights and will not forfeit money in those accounts if you stop working in covered employment.

We want to be clear that vesting is not protection against investment losses. If the investment options chosen for your account(s) should lose value because of poor investment results, that loss of value will be reflected in your account balance(s). The administrative expenses of operating the Plan are also subtracted from accounts of Plan participants and beneficiaries.

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## Maintaining Your Active Status

To remain an active Plan participant, you must avoid a break in service. A break in service occurs if six (6) consecutive months pass without your completing at least one hour of service in covered employment. See “If You Have a Break in Service” on page 23 for more information.

Even if you have a break in service, you will not forfeit any contributions made to the Plan before the break occurred, because of the immediate vesting rule described above. You will also be able to continue directing the investment of your account(s). However, no new contributions can be made to your account(s) until you regain active status, which will not happen until you again work at least one hour in covered employment.

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

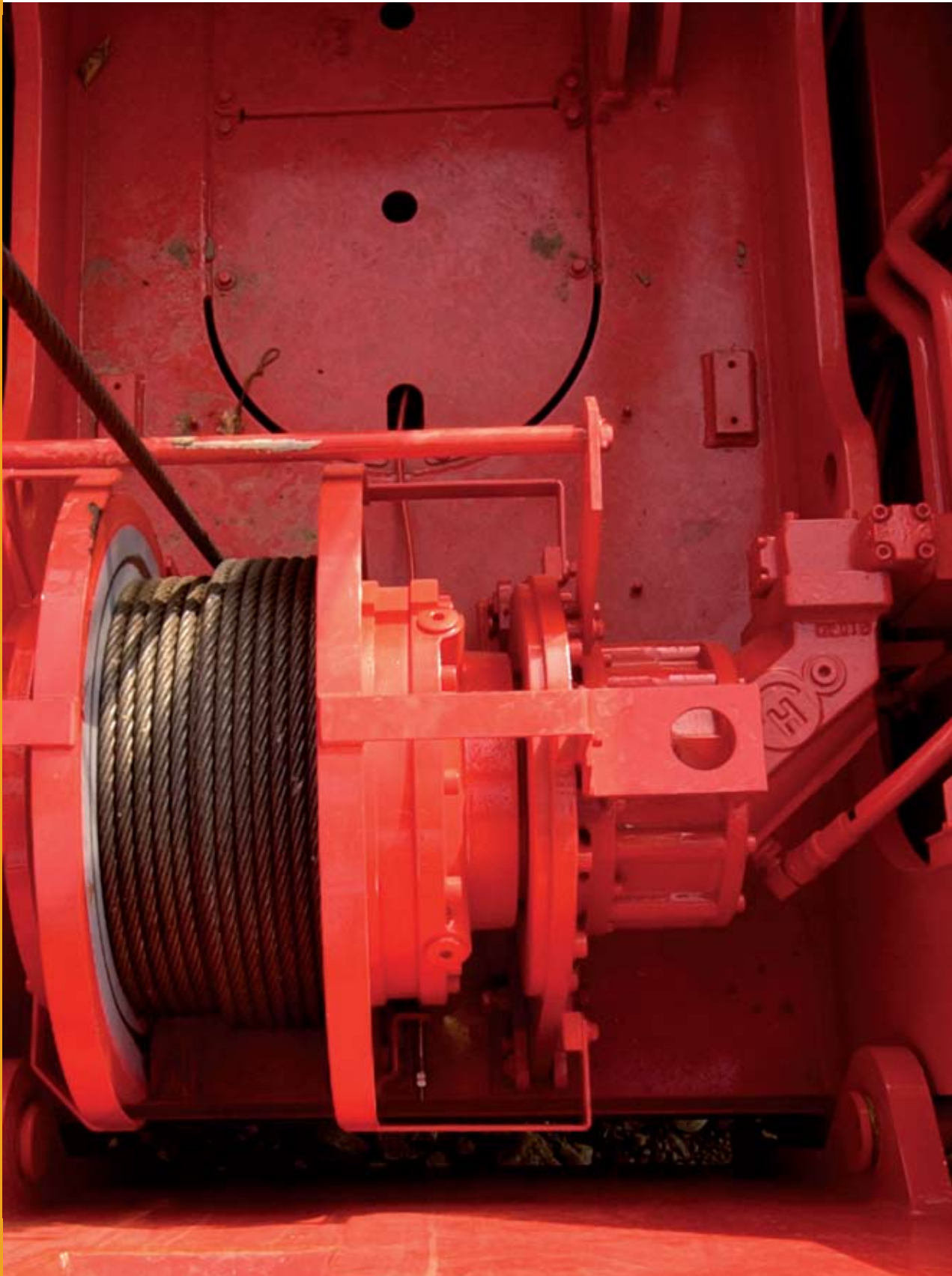
**A contributing employer is an individual, firm, corporation or other entity that is obligated to contribute to the Annuity Fund on behalf of its employees’ work in covered employment by the terms of a collective bargaining agreement or participation agreement.**

## Contributions To Your Account(S)

Participants in the Annuity Plan have individual accounts. Each participant can have up to three (3) different types of accounts — regular, deferral contribution (401(k)), and rollover.

### FAST FACTS

- The account in which employer contributions are credited is called a “regular account.”
- If you decide to defer part of your pay into the Plan via deferral (401(k)) contributions, those contributions will be credited to a “deferral contribution account.”
- If you transfer money from another qualified retirement plan or an IRA to the Plan, that money will be credited to a “rollover account.”



Annuity Plan

## Employer Contributions

When you become a participant, a regular account will be established in your name. Your contributing employer will make contributions to this account, based on your work in covered employment, in accordance with the applicable collective bargaining or participation agreement.

To find out what the current employer contribution rate is, you may refer to the collective bargaining or participation agreement. As of February 1, 2009, the employer contribution rate under the collective bargaining agreement was \$2.65 for each payroll hour worked or paid.

## Deferrals From Your Pay *(Deferral/401(k) Contributions)*

The Annuity Plan gives you the chance to make additional contributions to the Plan through pre-tax payroll deductions, which are known as “deferral contributions” or “401(k) contributions.” In order to make deferral contributions, you must first obtain the correct form by calling 866-288-9261 (toll free) or 203-288-9261, extension 274 or 223, or writing to the Fund Office. You need to fill out the form completely and accurately, and then: (1) provide the original form to your employer (since your employer will be making deductions from your pay and forwarding them to the Fund Office, and (2) provide a copy to the Fund Office (to ensure your employer is following your instructions).

Deferral contributions are beneficial to you in at least two ways. First, since you are making additional contributions to the Plan, you will likely end up with a larger overall Plan benefit when you are eligible for a distribution. Second, because these deferral contributions are deducted from your pay before you receive the money in

hand, these contributions are not taxable to you as income at the time you receive your paycheck. Instead, taxes will be due when you take the money out of your deferral contributions account.

You may choose from the following deferral amounts: \$0.50, \$1.00, \$2.00, \$3.00, \$4.00, \$5.00 or \$6.00 of the compensation otherwise payable to you on an hourly basis. In addition, there is a special rule for those eligible for “catch-up” deferral contributions, and it is described in the next section.

You may start such deferral contributions, change the amount you are having deferred, or stop deferral contributions in accordance with the Plan’s procedures. If you want to change or stop your deferral contributions, you will need to fill out a new form and provide it to your employer, with a copy to the Fund. Again, contact the Fund Office to get the proper form.

## IRS Limits on Your Deferral Contributions

Your deferral contributions to this Plan (and all other 401(k) plans and 403(b) plans combined) are subject to an annual dollar limit. For the 2010 calendar year, the dollar limit is \$16,500. We want you to know that this dollar limit is adjusted periodically by the Internal Revenue Service (IRS) in accordance with the tax laws. You should contact the Fund Office for more details about the dollar limit, and let us know if you make other 401(k) or 403(b) deferrals under another retirement plan in a calendar year that you make deferral contributions to this Plan. Depending on the overall level of participation and the mix of participants with regard to “non-highly compensated” and “highly compensated” employees, the IRS limit noted above for those who fall into the “highly compensated” category

may be set at a lower amount due to complicated IRS tests. Any excess contributions — which are amounts over the annual IRS limit — must be withdrawn the year you make them or no later than April 15th of the following year.

***SPECIAL RULE: If you will be age 50 or older by the end of any calendar year beginning on or after January 1, 2009, you can make “catch-up” deferral contributions to the Plan during that particular calendar year. Catch-up deferral contributions are additional deferral contributions that would otherwise exceed applicable Plan or IRS limits. The catch-up deferral contributions are subject to all other Plan rules, and the catch-up limit for 2010 is \$5,500. This limit on catch-up contributions is also subject to adjustment by the IRS in future calendar years.***

***EXAMPLE: Assume you are a participant who will attain age 50 in 2010. Under the IRS rules outlined above, you could ultimately contribute \$22,000 in deferral contributions to the Plan during 2010 alone! This is the result of \$16,500 (which is the limit for deferral contributions), plus \$5,500 (which is the limit for catch-up deferral contributions). Remember that this doesn’t even consider any of your employer and/or rollover contributions.***

If you are old enough to qualify for this special “catch-up” rule, you may elect to make hourly deferral contributions in whole dollar amounts above the current \$6.00 maximum. Again, write or call the Fund Office at 866-288-9261 (Toll Free) or 203-288-9261, extension 274 or 223, and we will send you the election form which you will need to complete and then file with your employer and the Fund.

While employer contributions do not count toward the IRS limits described above, they are subject to other IRS limits. In the unlikely event you are affected by those limits, you will be contacted by the Fund Office.

### ***When Do Contributions Appear in Your Account(s)?***

**The Fund operates on a cash basis, meaning that contributions are not credited when the work is performed or paid *but rather are credited when they are received by the Fund’s administrative service provider, Mass Mutual.* To avoid any surprises, here are the general time frames:**

- **Under the terms of the current collective bargaining agreements, employer contributions for work you perform in a month are due to the Fund Office from contributing employers by the 20th day of the immediately following month.**
- **Any deferral contributions withheld from Participant paychecks are due to the Fund Office from contributing employers on a weekly basis.**
- **Any contributions (employer and/or deferral) received by the Fund Office during a particular week will then be forwarded to Mass Mutual during the immediately following week.**



- **Mass Mutual will then credit the amounts received to your applicable account.**
- **The Fund Office would work with Mass Mutual and you to be sure any rollover contributions are received by Mass Mutual on a timely basis.**

## Rollovers to the Annuity Plan

If you want to consolidate your retirement assets in one place, you may be able to roll over other assets into the Annuity Plan. The Annuity Plan accepts rollovers of eligible distributions from certain other qualified retirement plans, individual retirement accounts, and individual retirement annuities.

To be eligible for rollover under current tax laws, a distribution from one of those sources has to amount to \$200 or more and must be otherwise includible in gross income for federal income tax purposes. It cannot be an amount you received as a beneficiary in the event of someone's death, nor can it be any of the following: a hardship withdrawal, a distribution required by the IRS, or a distribution made over a period of 10 years or more, your life or life expectancy, or your and your spouse's (or beneficiary's) lives or life expectancies.

If you are interested in rolling over a distribution into the Plan, contact Mass Mutual by calling 1-877-474-5016 for information on whether your distribution is eligible. Mass Mutual can also tell you how to do a Direct Rollover so that you may avoid automatic tax withholding. Of course, you may also contact the Fund Office with any questions.

## Withdrawals from a Rollover Account

The Plan's regular distribution rules, starting on page 17, apply to rollover accounts. However, the Plan also has special rules in the event you want to take a distribution solely from your rollover account. In such a situation, you may initially withdraw all or a part of the balance in your rollover account for any reason and at any time. Be aware that if you take a partial withdrawal from only your rollover account, at least 12 months must have passed before you can take another distribution from only your rollover account.

Other important items to consider if you want a distribution from your rollover account:

- If you take a partial withdrawal, payment will be drawn from your investment options in proportion to how your rollover account is divided among them.
- Withdrawals from your rollover account will be subject to any applicable taxes and penalties, if applicable.
- Once you have withdrawn money from your rollover account, you may not subsequently return it to the Plan.
- To apply for a withdrawal from your rollover account, contact the Fund Office.

## Contributions for Periods of Military Service

Contributions can be credited to your employer and deferral contribution account(s) for periods of military service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

To be eligible for *employer contributions* for a period of military service, you must:

- be a Plan participant working in covered employment (in other than a temporary position) who leaves such employment solely because of military service;
- give advance written or verbal notice to your contributing employer and the Union referral hall (unless this is not reasonably possible); and
- return to covered employment or register with the Union referral hall as available for work after your honorable discharge from military service within the time frame allowed by law, as outlined in the following chart:

<b>TIME FRAME FOR RETURNING TO WORK AFTER MILITARY SERVICE</b>	
<b>Length of Military Service</b>	<b>Reemployment Deadline</b>
Less than 31 days	Within 1 day after discharge (allowing travel time plus 8 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

You should request employer contributions as soon as possible after your return from military service by contacting the Fund Office. The Fund Office will then contact the contributing employer you worked for prior to entering the military regarding such contributions. Any such employer contributions would be based on the estimated number of hours you would have worked in covered employment had you not engaged in military service.

If you meet the rules on the prior page after your return from military service, you may also make up any missed deferral (401(k)) contributions for the time you were in the military. Such “make up” deferral contributions must be made by the end of the repayment period, which is up to three (3) times the length of your military service, to a maximum of five (5) years. As a simple example, if you are in the military for one (1) year and meet the above requirements with respect to returning to work in covered employment, you will have up to three (3) years after your military service ends to make any make-up contributions.

Please note that these make-up contributions cannot exceed the IRS limit for the year for which you are making them (see “IRS Limits on Your Deferral Contributions” on page 7), but will not affect your compliance with a subsequent year’s limit. For example, if you were in the military during 2007 through 2008 and wanted to provide make-up contributions to the Plan while you were a Participant in 2010, any make-up contributions with respect to the 2007 year could not exceed \$15,500 (which was the IRS limit for 2007).

In all situations, the Fund will comply with USERRA and its governing regulations. If you have any questions regarding military service, your return to work after military service, or your eligibility for employer and/or deferral (401(k)) contributions based on your military service, contact the Fund Office for more information.

## ***Military Service***

**“Military service” under USERRA generally means the performance of duty on a voluntary or involuntary basis under competent authority in the Army, Navy, Air Force, Marines, Coast Guard or Reserves, and also includes the Army and Air National Guards 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.**

## **If You Plan on Working as an Operating Engineer in Another Jurisdiction**

If you are going to perform work as an operating engineer outside of the jurisdiction of the Local Union (i.e., you will be working in an “outside local”), you should contact the Fund Office to see if the Annuity Fund has any reciprocal arrangements with the outside local and, if so, how the arrangements work.

For your information, reciprocal arrangements generally permit employer contributions made on your behalf for your work in the outside local’s jurisdiction to be transferred directly to this Plan. In the absence of such an arrangement, the employer contributions you earned in the outside local’s jurisdiction would stay in the outside local’s defined contribution annuity plan, and would be subject to the rules of that plan.



## Directing Your Investments

The dollar value of your eventual benefit from the Plan will depend on the various contributions made to your account(s) and the investment returns. The investment returns will depend on the decisions you make, since you have the right, and the responsibility, to direct the investment of your account(s).

### FAST FACTS

- The Plan offers a broad range of investment fund choices with different potential risks and returns.
- If you're new to investing, investment education materials can help you make your choices.
- You may change the way your current balances are invested, or the way new contributions will be invested, at any time.



Annuity Plan

## ***Mass Mutual***

**At the time this booklet was printed, the Board of Trustees had chosen Mass Mutual to assist the Fund Office in the day-to-day administration of the participant-directed investment program.**

## Your Investment Options

The Plan offers a broad range of investment alternatives. When employees first become participants, Mass Mutual sends them detailed information about these alternatives, including their:

- investment objectives;
- risk and return characteristics;
- type and diversification of assets;
- value of shares or units and past investment performance; and
- transaction fees (if any), investment management and other operating and administrative expenses or fees, sales loads or redemption or exchange fees (if any).

Participants and beneficiaries are also given copies of prospectuses. You should read all of this information carefully before making any investment decisions.

The Board of Trustees may change the particular investment alternatives offered under the Plan. However, you will always have at least three investment alternatives from which to choose. These alternatives will provide you with

diversified options and materially different risk and return characteristics. Please be aware that Mass Mutual is an independent and separate entity, which is not otherwise affiliated with, or under the control of, the Fund or the Trustees.

## ERISA Section 404(c) Plan

This Plan is intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that you “exercise control” over the investment of the assets in your account(s). You select from among the available investment options in which those assets will be invested in a manner that best suits your personal goals. As a consequence, the Trustees or other Plan fiduciaries may be relieved of liability for losses that directly result from the investment choices you, or your beneficiary, makes.

## Making Your Choices

The participant-directed investment program was designed to allow you to exercise independent control over your account(s), an important part of your retirement finances. When you first become eligible to participate, you will receive a Welcome Kit from Mass Mutual that will provide you with general information about investing and items for you to consider to help you prepare for your retirement. After that, the Fund Office will periodically arrange for representatives from Mass Mutual to attend the Local’s membership meetings or schedule one-on-one appointments with our membership.

The Fund Office will periodically provide you with ongoing education. You may also wish to consult a reputable investment counselor.

## Providing Your Instructions to Mass Mutual

The kit you receive from Mass Mutual when you first become a participant will tell you how to provide Mass Mutual with your investment instructions. Once you receive that kit, you should tell Mass Mutual how contributions to your account(s) should be divided by percentage (whole percentages only) among the investment options you select. If you do not make any investment selection, your contributions will be invested in the applicable Plan “default fund” for individuals in your age bracket, as described in more detail below.

After you make your initial investment selections, you can change them at any time by calling Mass Mutual’s toll-free number (1-877-474-5016) or by visiting their website — **www.massmutual.com**. You can also change the way your account balances are invested at any time.

Please be aware that when making changes to your account(s), you must act in accordance with any procedures established by Mass Mutual or the Trustees, and any applicable investment alternative governing document, such as a prospectus. You are not permitted to violate any otherwise applicable rules of your selected investment alternative(s). If you violate these rules, you will be subject to any applicable rules of the particular investment option. As an example, if you were to engage in excessive trading in a particular Fund investment option, your trading privileges in that option would be subject to suspension and/or other penalties.

Under applicable federal regulations, as long as the participant-directed investment program is in effect, you will be able to change investments at least once every quarter.

## What Happens if I Fail to Provide Investment Instructions?

Although Mass Mutual (and any successor) and the Fund give you the ability to provide investment instructions, it is your responsibility to make your investment choices for all of your contributions and account(s). If you do not make any investment election, any contributions made on your behalf will be placed in the appropriate “default” investment option for you.

Based on final regulations issued by the U.S. Department of Labor (“DOL”) in 2007, the Fund’s Trustees, acting on the advice of their investment professionals, initially selected five (5) options as the Plan’s “default” investment options, and a sixth default option was recently added. The Plan’s current default options are listed on the next page, and they are intended to be “qualified default investment alternatives” or QDIAs under the DOL regulations. So, if you have never made any investment election, your specific QDIA option will be determined by your date of birth, as shown on page 15.



<b>IF YOUR DATE OF BIRTH IS:</b>	<b>THEN YOUR QDIA OPTION IS THE:</b>
Before 1941	Manning & Napier Target Income Series
Between 1941 and 1950	Manning & Napier Target 2010 Series
Between 1951 and 1960	Manning & Napier Target 2020 Series
Between 1961 and 1970	Manning & Napier Target 2030 Series
Between 1971 and 1980	Manning & Napier Target 2040 Series
After 1980	Manning & Napier Target 2050 Series

We want you to know that each QDIA option will invest in other Manning & Napier investment funds (including the Manning & Napier Pro-Blend®: (1) Conservative Term Series, (2) Moderate Term Series, (3) Extended Term Series, and (4) Maximum Term Series). Also, except for the Manning & Napier Target Income Series, each QDIA option is managed by Manning & Napier Advisors, Inc. toward a particular target date, which is based on your birth date as noted above. As a result, Manning & Napier Advisors, Inc. will change the investment mix (which is the investment percentage in stocks, bonds and other similar vehicles) of the 2010, 2020, 2030, 2040 and 2050 Series options over time to become more conservative as the particular option approaches its target date.

Since the Manning & Napier Target Income Series is designed to provide a steady income for those already in retirement, while also managing risk and protecting assets, its investment mix will remain quite stable over time. The Fund's Trustees expect to add similar QDIA options in

the future (e.g., a 2060 Series option) as time goes by and the need for such an option exists. The Trustees also retain the right to change the Fund's QDIA options in the future.

If you ever need any information about a particular Fund QDIA, such as the investment mix, return information, or risk or expenses, please contact Mass Mutual.

You may elect to move your money out of a QDIA option at any time, and there are generally no restrictions, penalties or fees when you do so. Of course, you should know that any individual Fund investment option may have specific rules which govern its operation as to any investor. As a common example, a mutual fund may impose an overall restriction on the number of transactions (transfers in and out) an investor in that fund may make in a set time frame (e.g., 30 days, 90 days) to prevent excessive trading.

## Quarterly Statements

Mass Mutual will send you a statement detailing the activity in your account(s) each quarter. You can also call the Mass Mutual toll-free number (1-877-474-5016) or go online at **www.massmutual.com** to find out the value of your account(s) between statements. Your account is valued at the close of each business day.

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Finally, whether you are in a QDIA option or you take active control of your accounts by making an investment election, remember that the value of your account(s) will fluctuate over time based on the performance of your particular investment option(s). The balance of your account(s) tomorrow may be higher than your balance today, or vice versa.

## Distribution of Your Benefit

Your Annuity Plan benefit becomes available to you when you retire or otherwise leave covered employment for a set amount of time.

### FAST FACTS

- You can begin receiving your Annuity Plan benefit at normal retirement age (usually age 62). If you take an early retirement pension from the I.U.O.E. Local No. 478 Pension Plan, or you meet the Annuity Plan's definition of a disabled participant, you can start receiving your benefits from the Annuity Plan before age 62. In general, you must also stop working in covered employment.
- If you are still actively working in covered employment, you may be eligible for an "in-service" distribution of your Annuity Plan benefit in a single lump sum. To be eligible, you must be at least age 59-½ and must not have worked in non-covered employment within the past 36 months. This option is only available twice in an individual's lifetime.
- If you are no longer working in covered employment, you may apply for your Annuity Plan benefit at any time after you have incurred a "break in service." Participants who do not perform work for a contributing employer for a period of six (6) or more consecutive months will incur such a break, and are eligible to receive a full distribution of their Annuity Plan benefit. However, Participants who perform work in non-covered employment cannot receive this type of distribution until at least 36 months have elapsed from the date they last engaged in such work.



Annuity Plan

***Before Benefits Can Be Paid***

**When you apply for your benefit, the Fund Office will send you information on the possible payment forms (the Plan's payment forms are described on page 21). Any start date for benefits mentioned in this booklet assumes that you apply for your benefit in time to give you and your spouse, if any, 30 days (but not more than 180 days) to review that information. We note that you and your spouse, if any, can elect to waive your rights to the 30 day review period and, if this is done, a shorter seven (7) day notice period would apply.**

***Non-Covered Employment***

**Non-covered employment means any self-employment as an operating engineer or employment in a category of work that would require contributions to the Annuity Fund except for the fact that the employer is not a signatory to a collective bargaining agreement.**

**Eligibility for a Distribution**

You will be eligible to receive a distribution as of the last day of the month after you qualify under any of the categories below.

**Normal Retirement**

To qualify for a normal-retirement distribution, you must reach normal retirement age and stop working in covered employment.

***Normal Retirement Age***

**Normal retirement age is age 62 or your age on the fifth anniversary of the date you became a Plan participant, if that date is later.**

**Early Retirement**

To qualify for an early-retirement distribution, you must be found eligible for an early retirement pension by the Trustees of the I.U.O.E. Local No. 478 Pension Plan. Generally speaking, to qualify for an early retirement pension, you must have reached age 55 and accumulated at least 10 pension credits under the rules of that plan.

**Disability**

To start receiving your benefit under the Annuity Plan's disability provision, you must meet the Plan's definition of a disabled participant. A disabled participant is defined as a participant who is unable to work as an operating engineer, or in any comparable employment, by reason of a medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration.

As proof that you are disabled, you must have received a determination from the Social Security Administration that you are entitled to a disability insurance benefit under the Federal Social Security Act.

Your disability will not qualify if it was caused, directly or indirectly, by an injury or illness you sustained as a result of willfully engaging in a criminal act, during military service for any country, or while you were working in non-covered employment. Similarly excluded are disabilities caused by illegal drug use or an injury you inflict on yourself, regardless of whether you are sane or insane at the time.

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

Participants receiving their benefit because they have qualified as disabled participants must report any gainful employment in writing to the Fund Office within seven (7) days of its start. If you fail to report such employment, or such employment fits the definition of non-covered employment, you will no longer be eligible for benefits under the Plan's disability provision.

### ***Applying for a Disability Benefit?***

**If you will be applying for your benefit under the Plan's disability provision, 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.**

### **In-Service Distribution**

You may be eligible to receive a complete distribution (via a lump-sum payment) of your Annuity Fund account(s) while you're working when you reach age 59-½ if you meet the following conditions:

- You are still an active participant in the Annuity Fund.
- You have never taken an In-Service distribution, or previously received only one In-Service distribution.
- You have not worked in non-covered employment within the past 36 months.

### **Terminated Participant**

If you stop working in covered employment and become a terminated participant, you may take your benefit at any time, provided you have not engaged in non-covered employment.

You are considered a terminated participant if you have had a break in service — that is, have gone for at least six (6) consecutive months without completing a single hour of service for which contributions to this Plan are required.

However, if you engage in any “non-covered employment” (see page 17) within the territorial jurisdiction of the Local Union during the period of your break in service, or you engage in such employment after incurring the break in service but before receiving a distribution, you cannot receive your benefit until thirty-six (36) months from the last date you performed such work (unless you qualify earlier under a different Plan distribution rule, such as normal retirement).

### **If Your Entire Benefit is \$1,000 or Less**

Your entire benefit will automatically be paid to you in a lump sum within sixty (60) days after the end of the calendar year you become a terminated participant if the amount of your benefit is \$1,000 or less and never exceeded \$5,000 on a prior distribution date, including any amounts distributed as a hardship withdrawal.

### **When You are Required to Start Receiving Your Benefit**

Federal law requires that you start receiving your Annuity Plan benefits no later than April 1 of the year following the year you reach age 70-½. If you have not commenced receiving your Annuity

Plan benefits by then, the Fund will be required to commence distribution of your benefit in accordance with Plan rules. A federal law passed at the end of 2008 will put certain “required minimum distributions” on hold for the 2009 calendar year only, and the Annuity Plan will comply with the terms of this law.

### ***Applying for Your Benefit***

**Except for those who have an entire benefit of \$1,000 or less, as outlined above, you will not automatically start receiving your benefit when you become eligible for it. You must apply for your Annuity Plan benefits with the Fund Office. See page 35 for more information.**

### ***Taxes on Your Distribution***

**A brief summary of tax information is provided on page 39. You are advised to consult your tax advisor regarding your particular situation.**

### **Receiving Your Benefit**

When you’re ready to receive a distribution of your Annuity Fund account(s), contact the Fund Office. The Fund Office staff will go over your options for payment and have you (and your spouse, if applicable) complete the appropriate paper work.



ANNUITY PLAN



## Forms of Payment Upon Retirement/Break in Service

We want you to know up front that the vast majority of Annuity Plan Participants (with the consent of their spouses, as applicable) receive a full lump-sum distribution of their Plan account(s). Despite that, we want you to know that the Plan offers a wide variety of payment options. Also, your payment form under the Annuity Plan does not need to match any payment form you may be receiving under the I.U.O.E. Local No. 478 Pension Plan.

### FAST FACTS

- If you are married when you retire (whether on a normal, early or disability basis) or have a break in service, you will automatically receive a 50% husband-and-wife annuity, unless you and your spouse reject that form and choose a different payment form.
- If you are unmarried when you retire or have a break in service, you will automatically receive a life annuity, unless you reject that option and choose a different payment form.
- The Plan also offers payment in a single lump sum, installment payments, and annuities that provide a larger monthly payment to a surviving spouse. Again, the single lump-sum payment is the most common option chosen.
- If your benefit from the Plan is \$5,000 or less and never exceeded \$5,000 on a prior distribution date, including any amounts distributed as a hardship withdrawal, your benefit will automatically be paid out in a single lump sum instead of any of the Plan's other payment forms. No spousal consent is required in these situations.



**Important Notes**

*The rules in this section apply to those who are retiring or incur a break in service. The following rules apply to In-Service and Hardship Withdrawals:*

- *If you are applying for an In-Service distribution, the only payment form available to you is a single lump-sum distribution of all of your Plan account(s). If you are married, you will be required to obtain your spouse's consent to this single lump-sum distribution.*
- *The rules regarding Hardship Withdrawal distributions are discussed on page 26.*

## The Available Forms of Payment at Retirement or Break in Service

When you become eligible for and elect payment of your Annuity Plan benefit upon retirement or incurring a break in service, you will need to decide how you want to have your benefit paid.

The various forms of payment possible are summarized in the accompanying chart. All forms except the lump-sum payment and the installment payments provide a monthly lifetime payment for you. The forms available to married participants also provide a lifetime monthly payment for your surviving spouse if you should die first. Please note that in all cases, for your surviving spouse to be eligible for the post-retirement survivor annuity payments described in the chart on page 22, you and that spouse must have been married on your annuity starting date.

**Annuity Starting Date**

**Your annuity starting date is the first day of the first month for which a benefit is paid from the Annuity Plan. Simply put, it is the date your Annuity Plan benefits initially start.**

## Reviewing the Explanation of the Forms of Payment

When you request an Annuity Plan benefit application, you will be sent a detailed explanation of the payment forms available, along with the financial effect of electing one payment form over the other available forms.

You have the right to review this information for at least 30 days, but not more than 180 days. If you wish to begin receiving payments before 30 days have passed, you must waive that right and your spouse (if you are married) must consent to that waiver. Such a waiver will normally allow you to receive your benefits in approximately 7 to 10 days.

**Payment of Annuities**

**If you elected to have your benefit paid in the form of an annuity (whether one of the husband-and-wife forms or single life), the Board of Trustees would utilize the balance of your account(s) to purchase an annuity contract from an insurance company. We want you to be aware that the Board of Trustees has the full and complete discretion to change this approach in the future.**

**FORMS OF PAYMENT FOR ANNUITY PLAN BENEFITS - AT RETIREMENT OR BREAK IN SERVICE**

**Husband-and-Wife Annuities (Available only to married participants)**

50% Husband-and-Wife Annuity	This is the Annuity Plan's automatic form of payment if you are married, unless you and your spouse reject this form of payment. This form provides a monthly payment to you for your lifetime. If you have a surviving spouse, he or she will receive a monthly payment for his or her life of 50% of the amount you were receiving, starting after your death.
75% Husband-and-Wife Annuity	This form is the same as the 50% husband-and-wife annuity above, with one difference: if you have a surviving spouse, he or she will receive a monthly payment for his or her life of 75% of the amount you were receiving.
100% Husband-and-Wife Annuity	This form is the same as the 50% and 75% husband-and-wife annuities above, except that if you have a surviving spouse, he or she will receive a monthly payment for his or her life of 100% of the amount you were receiving.

**Single-Life Annuity (Available to all participants, but married participants need spousal consent)**

Life Annuity	This is the Annuity Plan's automatic form of payment if you are unmarried, unless you reject this form of payment. This form provides a monthly payment to you for your lifetime, and any and all payments end at your death.
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**Installment Payments (Available to all participants, but married participants need spousal consent)**

Installment Payments	<p>This form provides payments in substantially equal monthly or yearly installments as elected by you for a period of up to 15 years, with any remaining balance paid in a lump sum at the end of the applicable period.</p> <p>Once payments start, you are not permitted to change the payment schedule. However, the Annuity Plan will permit you to stop the installments and take a lump-sum payment of the remainder of your benefit at any time.</p> <p>Under this payment form, your account(s) will remain invested until the final payment and you will be able to continue directing your investments. Investment gains and losses and expenses during the period you are receiving the installment payments will affect the overall amount you receive.</p> <p>If you die before receiving all of the scheduled payments, the balance will be distributed to your beneficiary in a lump-sum payment.</p>
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**Lump-Sum Payment (Available to all participants, but married participants need spousal consent)**

Lump-Sum Payment	<p>This payment form provides a single lump-sum payment of your entire benefit, and it is the most common payment form.</p> <p>A lump-sum distribution is the automatic form of payment if the combined balance of your regular account and deferral contribution account (if any) is \$5,000 or less and never exceeded \$5,000 on a prior distribution date, including any amounts distributed as a hardship withdrawal.</p>
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## Life Events

At certain times, you may experience “life events” that can affect your Plan participation or benefit — such as marriage, divorce, or financial hardship.

## FAST FACTS

The following events may affect your Plan participation or benefit:

- Breaks in service
- Marriage or divorce
- A change in address
- Military service
- Financial hardships
- Retirement and working after retirement age
- Returning to work after you start receiving your benefit
- Disability
- Your death or the death of your spouse



Annuity Plan

## If You Have a Break in Service

If you fail to complete at least one hour of service in covered employment for a period of at least six consecutive months, you will incur a break in service. The break in service will be deemed to occur on the last calendar day of the sixth consecutive calendar month without an hour of service for which contributions to this Plan are required.

If you have a break in service, you will be considered a terminated participant until you again work one hour of service.

A break in service will not cause you to lose your rights to your Annuity Fund account(s). However, as explained earlier, the dollar value of those account(s) can still go up or down depending upon the performance of your investment elections or your default option.

If you have a rollover account, you have the same right as active participants to take a withdrawal from that account. See “Withdrawals from a Rollover Account” on page 9.

If you wish, you may request a full distribution of your benefit from the Plan. See “Terminated Participant” on page 18 for details on employment restrictions that may affect the timing of when you can get your benefit.

If your total Plan benefit is \$1,000 or less and has never exceeded \$5,000 on a prior distribution date, including any amounts distributed as a hardship withdrawal, it will automatically be paid to you in a single lump sum within 60 days of the end of the calendar year in which you become a terminated participant.

## If You Get Married

When you are legally married in accordance with Federal law, certain Plan rules and provisions apply to you and your spouse.

If you die before you start receiving your benefit and you are married at the time, your spouse may be eligible to receive death benefits. See “In the Event of Your Death” on page 31 for more information.

If you are married on your annuity starting date, the standard form of payment for you will be the 50% husband-and-wife annuity described in “Forms of Payment upon Retirement/Break in Service,” starting on page 21. If you do not want to receive the 50% husband-and-wife annuity, you and your spouse must reject that payment form in writing in the presence of a Plan representative or notary public.

If you get married after your annuity starting date, you cannot change your payment form to a form that would provide a benefit for your new spouse in the event he or she outlived you.

### Checklist

- If you get married, please contact the Fund Office to update your records.
- If you get married just before payment of your benefit starts, call the Fund Office immediately to discuss your election of a payment form. You will need your new spouse’s written consent if you want to receive anything other than a 50% husband-and-wife annuity.
- If you were married in the past, remember that your former spouse may have rights that reduce or eliminate the benefits that could be paid to your new spouse. See “If You Get

Divorced/Owe Child Support” below for more information.

## If You Get Divorced/Owe Child Support

If you divorce or owe child support, a specialized state court order known as a Qualified Domestic Relations Order (QDRO) could require the Plan to pay part or all of your Annuity Plan 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.

Depending upon the express terms of the QDRO, the rights of such an “alternate payee” set forth in a QDRO could take precedence over any claims of your spouse or beneficiary on your annuity starting date or at the time of death.

In general, if a QDRO assigns a portion of your account(s) to an alternate payee, then all amounts retained by you will be subject to the normal rules of the Plan (including the rules regarding spousal consent to distributions with any subsequent spouse of yours). We want you to know, however, that a QDRO may also award certain pre- and post-retirement benefits with respect to your retained benefits to a spouse or former spouse, so the specific terms of your QDRO would govern any particular situation.

Also, if you start receiving your benefit in the form of a husband-and-wife annuity and then divorce, no changes are permitted to be made to your monthly payments. In addition, the spouse to whom you were married when payments started will remain entitled to any survivor annuity payments.

### **ADDITIONAL INFORMATION ABOUT QDROs**

**Please note that domestic relations orders are not automatically provided to the Fund Office for processing by attorneys or state courts. You, an alternate payee, a legal representative, or some other individual must provide the court order to the Fund Office so that the Plan can take appropriate action.**

**Assuming the Fund Office receives a domestic relations order that involves your Plan account(s), you will be notified, and the Trustees, with appropriate assistance from the Fund’s professionals, will determine whether that order is a QDRO within a reasonable time. If you are receiving benefit payments from the Plan and a domestic relations order is received, your benefit payments may be suspended until the order’s status as a QDRO is determined.**

**If a valid QDRO is received and approved by the Fund Office and a properly completed application for benefits is filed with the Fund Office, an alternate payee will be eligible to receive a lump-sum distribution of the entire amount of assigned Plan benefits as soon as possible after the QDRO is approved by the Fund and his or her new Plan account(s) are established. If the alternate payee wishes to receive a distribution form other than a lump sum of the entire amount, then he or she must wait until the date on which his or her former spouse (the Plan Participant) would attain his or her “earliest retirement age,” as defined by the Internal Revenue Code. Assuming an alternate payee otherwise qualifies, the Plan will also permit such an individual to request and obtain a hardship withdrawal.**

**Under the law, the Plan may charge a reasonable administrative fee to a participant’s account(s) for reviewing any domestic relations order. The Plan does not currently charge such a fee. If this changes in the future, the Plan will provide appropriate notice.**



**Finally, you should know that the Fund has procedures governing QDROs, including a sample “form QDRO.” You, your spouse, your former spouse, your children and/or your attorney(s) may obtain a copy of those procedures or the form QDRO, without charge, by calling or writing the Fund Office (see the contact numbers on the inside front cover).**

### Checklist

- If you get divorced, please contact the Fund Office to update your records and beneficiary designation (if applicable).
- If applicable to your divorce or child support situation, ask for the Annuity Plan’s QDRO Procedures and “form QDRO.”
- If you provide the Fund Office with a draft domestic relations order (i.e., before it has been signed by a judge or other authorized individual), it will be reviewed and the parties will be informed of any necessary changes so that the order meets the legal requirements of a QDRO under Plan rules.
- Submit any finalized domestic relations order to the Fund Office for review and approval as a QDRO. For your information, the Fund requires that any finalized order must be signed by a judge (or another individual authorized by law) and certified by the clerk of the court.

## If You Move

If you move to a new address, keep in touch! Let the Fund Office know about your change of address.

The Fund Office occasionally sends notices by mail of updates to procedures, eligibility and other important matters relating to the Plan. These notices are sent to the address that’s on file at the Fund Office.

It’s your responsibility to make sure that the Fund Office has your most current address. If you do not, you may be missing out on important information or, after you apply for a distribution, perhaps even your benefit payment.

### Checklist

- If you move, let the Fund Office know about your change of address as soon as possible.

## If You Enter the Military

Contributions can be credited to your employer and deferral contribution accounts for periods of Military Service for the United States. See “Contributions for Periods of Military Service” on page 9 for more information.

### Checklist

- Notify your employer and the Fund Office that you will be leaving covered employment for military service.
- Contact the Fund Office for information on what you need to do to have contributions credited for the time you are serving in the military.
- Make sure you adhere to the provisions for returning to covered employment after your military service ends.
- If you wish to make any “make-up” deferral contributions for your time in the military, make sure you do so within the time allowed after your return to covered employment. You have three times the length of your absence for military service, up to five years. (For example, if you are in the military for one year, you have three years to make make-up contributions.)

## If You Experience a Financial Hardship

The Plan allows for two “partial” types of withdrawals before you are eligible to take a retirement or break in service distribution of your Annuity Fund benefit, and they are: (1) withdrawals from your rollover account (if you have established one), and (2) hardship withdrawals.

Both active and terminated participants may take withdrawals from their rollover accounts. Active participants and alternate payees under QDROs may take hardship withdrawals.

If you have established a rollover account, you may withdraw all or any portion of your balance in that account for any reason. See “Withdrawals from a Rollover Account” on page 9 for more information.

If you do not have a rollover account — or it is insufficient — and you have an immediate and heavy financial need which meets certain conditions, you may be able to take up to 50% of the balance of your Regular Account and/or Deferral Contributions Account (which is limited to deferral contributions and any catch-up contributions only, no interest) as a hardship withdrawal. Below are the details.

### Hardship Withdrawals – Conditions

The withdrawal must be necessary to relieve one or more of the following immediate and heavy financial hardships:

- Expenses for medical care which would be deductible under the provisions of the Internal Revenue Code for you, your spouse, or an individual you claim as a dependent on your federal tax return, including withdrawals needed to pay medical insurance premiums or obtain medical care.
- Post-secondary education expenses for up to 12 months at an accredited institution for you, your spouse, or an individual you claim as a dependent on your federal tax return.
- Costs, other than mortgage payments, directly related to the purchase of your primary residence (excluding motor vehicles). This category includes situations where you purchase the interest of your former spouse in a residence which you certify is (or will be) your primary residence.
- Payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence. This category includes situations where statutory rights of redemption are being exercised in a timely manner.
- Payments necessary to avoid repossession of a motor vehicle owned by you that you use as your primary transportation to and from work. This category also includes situations where statutory rights of redemption are being exercised in a timely manner.
- Funeral or burial expenses incurred by you because of the death of your spouse, child or parent, your spouse’s parent, or an individual you claim as a dependent on your federal tax return.
- Exhaustion of any and all unemployment benefits to which you are entitled, including benefits from the I.U.O.E. Local No. 478 Supplemental Unemployment Benefits Fund and State Unemployment Compensation, subject to a specific cap described in the section entitled “Amount You May Withdraw,” on page 27.

- Payment for repairs to a primary residence resulting from a natural disaster (damage due to fire, flood or a hurricane) which would be deductible under the provisions of the Internal Revenue Code.
- Payments to cover overdue state or federal income taxes, and interest and penalties related to those taxes (provided that this category may only be utilized once in an individual's lifetime).

### **Additional Hardship Withdrawal Rules**

- In connection with any financial hardship, the need must be one you cannot reasonably meet from any other resources available to you. These sources include: (i) reimbursement or compensation by insurance, (ii) reasonable liquidation of your assets (or assets of your spouse or minor children), (iii) stopping your deferral contributions (if any) to the Plan, (iv) borrowing money from other individuals (such as relatives), (v) borrowing money from commercial sources on reasonable commercial terms, or (vi) the type of withdrawal mentioned above from your rollover account (if any) in the Plan.
- You must have a combined balance in your regular and deferral contribution accounts before the hardship withdrawal of at least \$3,000.
- If you are married and wish to receive a hardship withdrawal, you must obtain your spouse's written consent and have that consent witnessed in the presence of a notary or plan representative.
- You are permitted to take only one (1) hardship withdrawal in any 24 consecutive month period.

### **What if My Hardship Withdrawal Request Doesn't Meet the Listed Conditions?**

Our Annuity Plan staff understands that in difficult economic times, you and your family may have very real "immediate and heavy" financial needs, such as paying bills and expenses (electricity, oil, gas, food, etc.), buying needed items for your home (appliances, a furnace, a water heater, furniture, etc.) or paying off high interest credit cards. Unfortunately, unless your particular request can fall into at least one of the specific hardship conditions outlined above, the Annuity Plan simply cannot process it. The reason for this is that IRS rules only permit a qualified retirement plan like our Annuity Plan to make hardship withdrawals in very limited circumstances. In short, the IRS will not permit the Annuity Plan to serve as a "bank account" or emergency fund, since its primary purpose is to provide you with retirement benefits.

### **Amount You May Withdraw**

One very basic rule is that any hardship withdrawal is limited to the actual dollar amount you need to satisfy the financial hardship, plus any applicable taxes and penalties (see "Taxes and Penalties on Hardship Withdrawals" on page 28). In addition, the Plan provides that you may withdraw a maximum of 50% of the combined balance in your regular and deferral contribution accounts, but excluding any interest credited to your deferral contribution account. As a simple example, if you have \$10,000 in your regular account, had never established a deferral contribution account, and you had a hardship of \$6,000, you would only be eligible to receive \$5,000 as a hardship withdrawal (less any applicable income tax withholding), as this is 50% of your balance.

There is another special rule which limits the amount you may receive when your specific hardship is that you have exhausted all unemployment benefits. In that particular situation, the amount you may withdraw is limited to the lesser of: (1) 50% of your regular and/or deferral contribution account balances (as determined above), or (2) \$400 times the number of weeks until you will again be eligible for State Unemployment Compensation (to a maximum of 26 weeks).

### **Payment of Your Hardship Withdrawal**

Your hardship withdrawal for any purpose (other than post-secondary education expenses or expenses for medical insurance premiums, as described below) will be paid to you in a single lump sum.

Payment for post-secondary education expenses will be made in up to four installments as tuition or related expenses become due (the amount you request in your application should include all expenses anticipated for the upcoming 12-month period with respect to the particular degree or program involved). The date of the first installment will serve as the date of withdrawal for purposes of determining whether you meet the 24-month rule for intervals between hardship withdrawals. Payments for medical insurance premiums may be made in a lump sum or in installments, depending upon the premium due dates and any nondiscriminatory procedures established by the Trustees.

Any amounts needed to satisfy your hardship withdrawal request will be taken from your investment option(s) in proportion to how your account(s) are divided among them.

### **Taxes and Penalties on Hardship Withdrawals**

Any amount paid to you as a hardship withdrawal will be subject to a 10% federal income tax withholding unless you choose to pay all taxes on the distribution when you file your tax return with the IRS. Subject to the Plan hardship withdrawal limitations discussed earlier, you may plan for that withholding in setting the amount of your request. For example, if you have \$20,000 in your regular account (meaning you could potentially receive a hardship withdrawal for up to \$10,000) and you have appropriate documentation of a financial hardship of \$5,000, you would be permitted to request a distribution of \$5,555.55. That way, the Plan would withhold the required 10% federal income tax withholding (which here is \$555.55), which will leave you with exactly \$5,000 in hand.

You may also include in your request the amounts you will need to pay state or local income taxes, any federal income tax liability that won't be covered by the 10% withholding, and the possible 10% penalty for a hardship withdrawal taken before you reach age 59-½.

For more information, see "Taxation of Distributions and Withdrawals" on page 39.

### **Checklist**

- Contact the Fund Office for information on how to apply for a hardship withdrawal and what documentation you will need to supply.
- Complete the application form and return it with any required documentation to the Fund Office.

## When You Retire

When you decide to retire, you should call or write to the Fund Office for an application form. Along with the application form, the Fund Office will send you a description of the payment form options. A much more detailed explanation of those options starts on page 22. You have a right to review the information in this description for at least 30 days (subject to a 7-day exception), but not more than 180 days.

If you are married and you wish to choose a payment form other than the automatic 50% husband-and-wife annuity, your time frame for doing so is the last 180 days before payments start. Remember that your spouse will need to consent to your rejection of the 50% husband-and-wife annuity and your selection of a different payment form in the presence of a Plan representative or notary public.

If you are not married and you wish to choose a payment form other than the automatic life annuity, your time frame for doing so is the last 180 days before payments start.

### Checklist

- When you are ready to retire, call or write to the Fund Office for an application for benefits.
- Consider the Annuity Plan's various distribution options, and your financial needs in retirement. You may also wish to consult with a professional advisor.
- Submit your completed application to the Fund Office.
- Allow at least one month for processing. If you wish to utilize the 7-day exception, which essentially allows you to receive a distribution

in about one week, you and your spouse, if any, will need to complete an appropriate waiver.

### ***Allow Time for Processing of Your Application***

**Submit your application for Annuity Plan benefits to the Fund Office at least one month before you wish payment(s) to start.**

## If You Work Beyond Normal Retirement Age

You may work outside of the operating engineer industry after normal retirement age and not affect your eligibility to start receiving your benefit.

If you work more than 40 hours per calendar month in covered employment or non-covered employment (definition is on page 17) after you reach normal retirement age, you will not be considered retired and will thus not be eligible to start receiving your benefit. You may, however, earn additional contributions for work in covered employment.

### Checklist

- If you work past normal retirement age in the operating engineer trade, consider whether you wish to apply for your benefit or defer receiving your benefit to a later date.
- Remember that you must begin receiving your benefit no later than the April 1 following the year you reach age 70-½.

## If You Return to Work After You Start Receiving Your Benefit

You may work outside of the operating engineer industry as much as you wish after you start receiving your benefit and not affect your eligibility to continue receiving monthly installment or annuity payments. You do not need to report this work to the Fund Office.

There are special rules that apply to distributions when you have previously received benefits from the Annuity Plan, or are currently receiving benefits from the Annuity Plan, and you then return to covered employment. Here is a summary of the rules:

- If the date you most recently received Annuity Plan benefits was on or after your normal retirement age, any new monies contributed to the Plan in an employer contribution, deferral contribution and/or rollover account will be paid in the same distribution form as when you last received your benefits. You would be eligible to receive these additional monies as of the earlier of the: (1) last day of the month following the month you stop working in covered employment and apply for benefits; or (2) April 1 of the calendar year following the calendar year you reach age 70-½.
- If the date you most recently received Annuity Plan benefits was before your normal retirement age, any new monies contributed to the Plan in an employer contribution, deferral contribution and/or rollover account would be distributed in the payment form you, and your spouse, if any, elect. You would be eligible to receive these additional monies as of the earlier of the: (1) last day of the month following the month you reach normal retirement age and stop working in covered employment, or incur a break in service, whichever happens first, and apply

for benefits; or (2) April 1 of the calendar year following the calendar year you reach age 70-½.

## If You Become Disabled

You may apply to start receiving your benefit from the Plan if you are a “disabled participant.” A disabled participant is defined as a participant who is unable to work as an operating engineer, or in any comparable employment, by reason of a medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration.

As proof that you are disabled, you must have received a determination from the Social Security Administration that you are entitled to a disability insurance benefit under the federal Social Security Act.

See “Disability” on page 17 for more information.

### Checklist

- If you believe you meet the Plan’s definition of a disabled participant and will qualify to start receiving your Annuity Plan benefit under the Plan’s disability provision, apply for Social Security disability benefits **immediately**.
- Include a copy of your Social Security disability benefits award with your application for benefits from the Annuity Plan. You may also be required to submit proof that you are still receiving Social Security disability benefits periodically.
- If you engage in any gainful employment while receiving benefits under the Plan’s disability provision, report it to the Fund Office within seven days of its start.

- If the disability that qualified you for distribution of your benefit ends, you may return to covered employment and resume having contributions made to your account(s).

## In the Event of Your Death

### Before You Start Receiving Your Benefit from the Plan

If you die before your annuity starting date, pre-retirement death benefits may be paid to your surviving spouse or other beneficiary. Here are the rules.

**Pre-Retirement Death benefit payable to a spouse:** If you are married when you die, your surviving spouse may choose between:

- receiving a pre-retirement death benefit under the husband-and-wife annuity (monthly payments for the rest of his or her life), based on the value of your account(s); and
- receiving the entire value of your account(s) in a single lump-sum payment.

**Exception:** If you and your spouse filed a form with the Fund Office before your death rejecting the life annuity death benefit for your spouse, any death benefit will be paid to your designated beneficiary instead.

If the amount you are entitled to under this Plan is \$5,000 or less at the time of your death (excluding any balance in a rollover account), the Trustees will automatically pay your spouse the entire value of your account(s) in a single lump-sum payment.

If your spouse receives the lump-sum payment, he or she may roll that payment over 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 this benefit.

### Pre-Retirement Death benefit payable to a beneficiary:

If you are not married when you die (or you are married but you and your spouse filed a form with the Fund Office before your death rejecting the pre-retirement husband-and-wife annuity death benefit for your spouse), your designated beneficiary will be eligible to receive the death benefit. Your beneficiary may choose between:

- receiving the entire value of your account(s) in a single lump-sum payment; and
- receiving the entire value of your account(s) in installment payments.

If the amount you are entitled to under this Plan is \$5,000 or less at the time of your death (excluding any balance in a rollover account), the Trustees will automatically pay your beneficiary the entire value of your account(s) in a single lump-sum payment.

If your beneficiary elects installment payments and dies before receiving all payments due, the balance will be paid to your beneficiary's estate in a lump sum.

### After You Start Receiving Your Benefit (Post-Retirement Death Benefits)

The benefit payable to your spouse or beneficiary if you die after taking a distribution of your benefit will depend on the payment form you were receiving:

- If you took a lump-sum payment of the entire value of your account(s), or receive all of your scheduled installment payments, then no benefits will be payable upon your death.

- If you were receiving the 50% husband-and-wife annuity, your surviving spouse will receive monthly payments that are 50% of the amount you were receiving. If your spouse is no longer living when you die, no further payments will be made after your death.
- If you were receiving the 75% husband-and-wife annuity, your surviving spouse will receive monthly payments that are 75% of the amount you were receiving. If your spouse is no longer living when you die, no further payments will be made after your death.
- If you were receiving the 100% husband-and-wife annuity, your surviving spouse will receive monthly payments that are 100% of the amount you were receiving. If your spouse is no longer living when you die, no further payments will be made after your death.

NOTE: For the 50%, 75% and 100% husband-and-wife annuity options, remember that only the individual to whom you were married when your benefits initially started can be your “surviving spouse.” See page 5 for details.

- If you were receiving the life annuity, no further payments will be made after your death.
- If you were receiving installment payments and you die before receiving all of the scheduled payments, the balance will be paid to your beneficiary in a lump sum. If your beneficiary is no longer living when you die, the balance will be paid to your surviving children, in equal shares or, if you do not have children, to your estate.

### Checklist

- Review the pre- and post-retirement death benefits available under the Plan with your spouse or beneficiary, as applicable.
- If applicable, alert your spouse or beneficiary of the need to contact the Fund Office for an application for benefits as soon as possible after your death. A beneficiary’s payments must start by the end of the calendar year immediately following the year of your death. A spouse may defer the start of payments until the end of the calendar year in which you would have reached age 70-½ had you lived, if that is later.
- Your spouse or beneficiary will need to submit a copy of the death certificate with the application for benefits. A spouse will also need to submit a copy of the marriage certificate.

### *If You’ve Remarried...*

**For purposes of the Plan’s husband-and-wife annuity provisions, your “spouse” is the individual to whom you were married when your payments initially started. Here is an example: You are married to Lisa and your Fund benefits start in the 50% husband-and-wife form. You then divorce Lisa and subsequently marry Dawn. Upon your death, Lisa will be the individual entitled to any death benefits from the Plan, assuming she is still alive at your death. Dawn would not be entitled to any death benefits.**



### **Naming a Beneficiary**

If you are not married, or if your spouse consents to a waiver of the husband-and-wife annuity form of benefit and to a specific beneficiary being named, then you may name any one (1) person as beneficiary to receive any payments due upon your death provided for in the Plan. You can also change the designation of beneficiary at any time, provided that if you have a spouse, you must obtain the written consent of your spouse and the consent must be notarized. You may not name more than one person unless the Board of Trustees approves your form.

Any beneficiary designation must be made in writing on a form provided by the Fund Office. In order for a beneficiary designation form to be effective, it must be properly completed in its entirety and filed with the Fund Office prior to your death. No beneficiary designation form or forms will be accepted or honored by the Fund after the date of your death. If no designation of beneficiary form is on file with the Fund Office at the time of your death, or if such designation is defective for any reason, then your spouse will receive any death benefits provided by the Plan. If you have no spouse, then your surviving child(ren) will receive any death benefits in equal shares. If there is no spouse or surviving child(ren), then your estate will receive any death benefits. In some situations, a state Probate Court will issue an order which allows the Fund to pay death benefits to individuals named in the order. The Fund will honor these orders.

### **If Your Spouse Dies**

If your spouse dies, please contact the Fund Office to update your records.

If your spouse was your beneficiary and you have not yet started receiving your benefit or you are receiving installment payments, be sure to request a beneficiary designation change form.



## Applying For Your Benefit

To receive your benefit from this Plan, you must file an application for benefits with the Board of Trustees. There is a very limited exception for terminated participants with very small account balances, \$1,000 or less (see page 18 for more details).

## FAST FACTS

- In general, to receive your benefit, you must be eligible for a distribution (see page 17) and you must be considered retired or have incurred a break in service and not resumed work in covered employment. There are also rules regarding in-service distributions and hardship withdrawals discussed elsewhere in this booklet.
- When you want to receive your benefit, contact the Fund Office to request an application form. You can also contact the Fund Office in advance to ask what you will need to complete the application.
- If you are disabled, remember that you cannot apply for your benefit until you have received a disability benefits award from the Social Security Administration.
- Generally allow at least one (1) month for processing.
- Apply for benefits before the April 1st of the year following the year you attain age 70-½ to avoid penalties and/or excise taxes.



## How to Apply

The first step in applying for your benefit is to request, in writing or by phone, an Annuity Plan benefit application form from the Fund Office at the address or telephone number below.

***International Union of Operating Engineers  
Local No. 478 Annuity Fund  
1965 Dixwell Avenue  
Hamden, CT 06514***

***Tel. 203-288-9261 or  
866-288-9261 (Toll Free),  
extension 274 or 223***

When the Fund Office receives your request, it will send you a self-explanatory application form and an explanation of the possible payment forms.

ALL questions on the application form must be answered. Also, be sure to sign and date your application form. Should you require any assistance in completing your application form, please contact the Fund Office.

You have the right to study the explanation of payment forms for at least 30 days before your annuity starting date, subject to a 7-day waiver. If you are married and you wish to elect a payment form other than the 50% husband-and-wife annuity or you are not married and you wish to elect a payment form other than the life annuity, your election must be made in the 180 days before your annuity starting date to be valid (this is also the period in which you can revoke a previous election).

## Items to Submit With Your Application

You will need to submit the following along with your application, as applicable:

- proof of your date of birth;
- if you wish to receive benefits in the form of a husband-and-wife annuity, evidence of your marriage and proof of your spouse's date of birth;
- if you are married and electing a payment form other than the 50% husband-and-wife annuity, a form rejecting the 50% husband-and-wife annuity (acknowledging the effects of such a rejection) and selecting a different payment form, signed by your spouse in the presence of a Plan representative or notary public;
- if you are applying for your benefit because you are a disabled participant, a copy of your disability benefits award from the Social Security Administration; and
- your application cannot be processed until all required documents are received by the Fund Office.

### ***If Your Application Is Incomplete***

**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 receipt of benefits.**

### **Processing of Your Application**

When the Fund Office receives your completed application form and all required supporting

documents, it will process your application. The Fund Office normally needs at least one month to process your application, although actual processing time can be shorter.

Only the Board of Trustees is authorized to approve payment of benefits.

### **Application for Death Benefits**

To receive any death benefits, your surviving spouse or designated beneficiary, as applicable, 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.

## **Appeal Process**

The appeal process discussed below applies to both:

- applications for benefits by participants and surviving spouses or beneficiaries and
- cases where benefits are suspended for work in non-covered employment (see page 17 for a definition of non-covered employment).

### ***Some Requests Are Not Subject to the Appeal Process!***

**General inquiries about provisions of the Plan or requests to change the terms of the Plan are not items which may be “appealed” under this section.**

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 completed 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.

If you do not receive a notice from the Fund Office within the initial 90-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 provide you with an explanation of the steps that you must take in order to have the denial reviewed, as well as a statement of your right to bring a civil action under ERISA §502(a) (29 U.S.C. §1132(a)) following an adverse decision on appeal.

The initial decision shall be final and binding on all parties unless it is appealed, according to the process described on pages 37-38.

## How to Appeal a Decision

If you believe you have met the Plan's eligibility requirements for payment of a benefit or if you question the determination of the amount of the benefit awarded, you may petition the Board of Trustees for a review of your claim. Similarly, if you believe a determination that you have engaged in non-covered employment is in error, you may ask for a review of that determination. You may also receive, upon request and free of charge, access to and copies of all documents and records that relate to your claim.

Your request for review must be in writing and must be received by the Fund Office within 60 days of the date that you receive the notice of the adverse decision.

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 regarding your employment 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.

If your written request for a review of an adverse decision is not filed within the 60-day time frame, you will lose your right to appeal and have your claim reviewed by the Trustees. Furthermore, if your request does not include facts and arguments that you know of or should know of, you will lose the right to any further consideration of the appeal on the basis of those facts or arguments.

The Board of Trustees (or its Benefit Claims Denial Review Committee, if authority is delegated) will make a decision on your appeal no later than the date of the Trustees' meeting immediately following the receipt by the Fund

Office of your request for review, unless your request is filed within 30 days of that meeting. If your request is made within 30 days of the meeting date, the Trustees will consider and decide it at the second meeting following the Fund's receipt of your request. A decision may be delayed until the third meeting only if special circumstances require an extension. If an extension is required, you will be provided with written notice of the extension, describing the special circumstances and the date by which the decision will be made.

The decision on review will also be in writing and include the specific reason(s) for the determination, reference(s) to the specific Plan provision(s) on which the determination is based, a statement that you are entitled to receive reasonable access to and copies of all documents relevant to your claim, upon request and free of charge, and a statement of your right to bring a civil action under ERISA §502(a) (29 U.S.C. §1132(a)).

This procedure must be followed by anyone who believes he was not given proper consideration for benefits provided by the Plan. You must exhaust all of these remedies before taking any legal action. If, for any reason you do not receive a written decision within the time frames explained above, you can 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.

Please be aware that the Board of Trustees (or their delegate) have the full authority and discretion to determine any or all questions, controversies or issues arising under the Plan, including, but not limited to, the interpretation

of the Plan, its terms and its operation. Benefits will be paid under this Plan only if the Board of Trustees (or their delegate) decide in their discretion that the applicable individual is entitled to them.

### **General Rules**

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.

The Appeal Process must be completely followed by both you and the Trustees before any legal action can be taken regarding a denied claim. A lawsuit cannot be initiated after the applicable statute of limitations has passed.



## Plan Facts

The chart below provides a fast reference for administrative information about the Annuity Plan.

<b>Legal Name of the Plan</b>	International Union of Operating Engineers Local No. 478 Annuity Plan
<b>Plan Number</b>	001
<b>Employer Identification Number (EIN)</b>	06-1230516
<b>Plan Type</b>	Defined contribution employee pension plan that has been designated a profit-sharing plan
<b>Plan Year</b>	January 1 – December 31
<b>Plan Administrator</b> <b>Agent for Service of Legal Process</b>	The Board of Trustees Mr. Daniel E. Krause Executive Director I.U.O.E. Local No. 478 Annuity Fund 1965 Dixwell Avenue Hamden, CT 06514-2400 Telephone: 203-288-9261 or 866-288-9261 (Toll Free) 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 Annuity Plan. The Board is governed by the Trust Agreement established and maintained in accordance with collective bargaining agreements.

The Board employs an Executive Director and maintains an administrative staff to perform the routine administration of the Annuity Fund.

### Plan Funding

Employer contributions to the Annuity Fund are made by individual contributing employers at the rate established by collective bargaining or participation agreements. In addition, participants may elect to make “deferral contributions” (defer part of their pay) under the Plan, but contributing employers withhold such deferral contributions from your pay and are required to remit the applicable amounts to the Fund. Participants may also make rollover contributions to the Plan from other qualified retirement plans or IRAs.

The Annuity Fund’s assets are held and invested in the investment alternatives participants choose under the participant-directed investment program. Benefit payments are provided from the Fund’s assets, unless insurance contracts are purchased on behalf of participants or beneficiaries, in which case benefits are provided through an insurance company or bank licensed to do business in Connecticut.

### Contributing Employers

The Fund Office will provide you, upon written request, with information as to whether a particular employer is a contributing employer with respect to this Plan and, if so, that employer’s address.

## Taxation of Distributions and Withdrawals

Since tax laws are constantly changing, you are advised to check with your lawyer or accountant regarding the consequences of any distribution of your benefit (including a hardship withdrawal). The brief summary provided immediately below is based on our understanding of the tax law as of the date this booklet was printed and is not intended to render tax or legal advice.

Amounts distributed from the Annuity Fund, including hardship withdrawals, are taxed as ordinary income for federal and Connecticut income tax purposes. Generally, distributions from the Fund in excess of minimum levels set by the IRS are subject to federal income tax withholding, in most cases at a 20% rate. Connecticut does not require income tax withholding on distributions from the Fund, but you may elect to have amounts withheld from your distribution to be credited toward Connecticut income taxes. Call or write the Fund Office to obtain the appropriate Connecticut withholding form.

Under certain circumstances, you may defer payment of taxes and/or avoid the 20% federal income tax withholding by “rolling over” a lump-sum payment or other eligible rollover distribution to another qualified retirement plan or individual retirement account through a Direct Rollover. Direct Rollovers are discussed on page 40.

The mandatory 20% withholding described above does not apply to benefits paid under the Plan in the form of a hardship withdrawal, life annuity, installments paid over a time period of ten (10) years or longer, husband-and-wife annuity (50%, 75% or 100%) or the payment of a lump-sum death benefit to non-spouses. When these benefits are paid, federal income

tax withholding at a 10% rate is required unless you elect not to have such taxes withheld. You or your spouse or beneficiary may make a withholding election by filing an IRS Form W4-P and/or Connecticut Form CT W4-P with the Fund Office. You may revoke the election at any time by simply filing a new Form W4-P and/or CT W4-P with the Fund Office. As a result of new changes to the federal income tax rates and withholding tables, a smaller amount is required to be withheld from monthly payments than before the change, resulting in a larger monthly payment, when the amount of withholding is tied to your marital status and the number of exemptions you claim. Unless you file a new withholding election with the Fund Office, the Fund will consider the additional amount of withholding resulting from the new tables as your election to have additional withholding taken out of your payment. This same principle will apply to future changes in the federal income tax rates and/or withholding tables that affect your monthly payments.

A distribution before you reach age 59-½ may result in an additional tax equal to 10% of the amount of the distribution. This additional tax is not imposed if the distribution is made on account of your death or disability, or because you are receiving the distribution pursuant to a QDRO. Payments under the life annuity or 50%, 75%, or 100% husband-and-wife annuity payment forms will not incur the extra tax, but payments as a lump sum or on account of a hardship withdrawal likely will. Other exemptions may apply to an early retirement distribution before age 59-½. If the 10% additional tax applies to you, please be aware that it is your responsibility to report and pay the tax when you file your federal income tax return. Although the Fund normally gives you an opportunity to elect withholding for this 10%

penalty, the Fund is not otherwise responsible for notifying you of the 10% additional tax or for taking any other action.

You must begin to receive payment of your account(s) from the Plan by April 1 of the year following the year you reach age 70-½. Under current law, you will incur substantial penalties if you delay payments beyond that date.

If you are considering a retirement or other distribution (including a hardship withdrawal), you should consult a qualified tax advisor. Please be aware that the Trustees, the Fund Office and the administrator of the Plan's self-directed investment program cannot give tax or legal advice on particular situations.

### **Direct Rollovers**

If you receive a distribution from the Annuity Plan in a lump sum or as an installment distribution payable over a period of less than 10 years, you generally can roll over all or a portion of the distribution to an individual retirement account or annuity ("IRA"), to another qualified employer plan, to a Section 403(b) annuity, or to a Section 457(b) governmental plan. This will result in tax not being due until you begin withdrawing funds from the IRA, the qualified employer plan, the Section 403(b) annuity or the Section 457(b) governmental plan. The rollover of the distribution, however, must be made within strict time frames (normally within 60 days after you receive your distribution). Moreover, if your distribution is eligible for rollover treatment and you do not elect to have a direct rollover of your distribution made to an IRA, to another qualified employer plan, to a Section 403(b) annuity or to a Section 457(b) governmental plan, mandatory 20% federal income tax withholding will apply to the distribution. In addition, under certain circumstances, all or a portion of a distribution

may not qualify for rollover treatment. For example, hardship withdrawals are not eligible for rollover.

Further information about Direct Rollovers and the procedures for accomplishing a Direct Rollover will be provided to you by the Fund Office before a distribution is made from the Plan which is eligible for Direct Rollover treatment. You are urged to consult a qualified tax advisor regarding the advantages and disadvantages of a Direct Rollover in your situation.

### **Collective Bargaining Agreements**

The Annuity Fund and the Annuity Plan are maintained according to collective bargaining agreements. Collective bargaining agreements provide for the rate of employer contributions to the Annuity 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 Trust Agreement;
- Summary annual reports;
- A full annual report (Form 5500); and
- Copies of the collective bargaining agreements and participation 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 offices or at the office of any contributing employer to which at least 50 Plan participants report each day.

### **Your Right to Defer**

The Plan is structured around a normal retirement age (usually age 62) and the expectation that benefits will commence at that age. Despite that, you may choose to apply for benefits earlier than your normal retirement age, if you are eligible under the disability, early retirement or terminated participant rules, or you may choose to wait until your normal retirement age or later (but not later than the April 1st of the calendar year in which you attain age 70-½). Of course, there are other provisions of the Plan which let you access one or more accounts prior to your normal retirement age, for example the hardship withdrawal and in-service distribution rules. Other than the 70-½ rule note above and the rule as to small accounts (less than \$1,000), you are not generally required to begin receiving benefits from the Fund at any particular time, and you control when your benefits will commence.

You should be aware of the possible advantages and disadvantages of your choice to access your Fund account(s) at the earliest possible time. For example, if you elect to receive your benefits on a disability, early retirement or terminated participant basis at the time you are first eligible for them, then any amounts received will be subject to taxation at that time. On the other

hand, if you elect to receive your benefits at a later date, the amounts that remain in your account(s) have the potential to increase in value and it would not be subject to tax until that future date. Of course, the possibility also exists that you could defer your benefits to a future date and the amounts in your account(s) will decrease; namely, if your investment option or options do not have positive investment results.

This is not the only information you should consider when choosing your payment form or to receive your benefits, if eligible. Other factors you might want to take into account in deciding how much a particular payment option or benefit commencement/receipt date is worth to you personally, in comparison to other forms in which your benefits can be paid or other times at which your benefits can commence, include your health, your other sources of income, the resources available to your spouse or family after you die, and the availability of life insurance. You may want to consult a financial advisor when you make these important decisions.

### **Top-Heavy 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 (for example, increase contributions for other employees). If the Plan becomes top-heavy, you will receive information on the actions being taken.

### **Transfer or Assignment of Your Benefits**

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

However, specific state court orders, known as Qualified Domestic Relations Orders (QDROs), may require the Plan to pay all or part of your benefit to your former spouse, your children, or other dependents. More information is on page 24. Also, the Fund must honor a federal tax lien against your benefits or specific court orders which comply with applicable federal law.

### **PBGC Insurance**

The Department of Labor has set up the Pension Benefit Guaranty Corporation (PBGC) to insure members and beneficiaries of defined benefit pension plans against losing their benefits if a plan terminates. The PBGC, however, does not insure defined contribution employee plans such as this Plan.

## **Factors That Could Affect Payment of Your Benefit**

Certain factors could interfere with payment of benefits you might otherwise reasonably expect from the Plan. Examples include the following:

### **Your Investment Decisions**

You direct investment of your account(s). Your benefit from the Plan will depend not just on contributions (both by your employer and any made by you), but also on the performance of your elected investment options. Fluctuations in the value of the investments you have chosen will be reflected in the value of your account(s) at any particular time. A request for a distribution (including a hardship withdrawal) at a time when your investments have lost value could lock in those losses.

**Failure to Apply for Your Benefit**

You cannot receive your benefit from the Plan without applying for it, subject to an exception for certain individuals with small account balances (see page 18).

**Failure to Update Your Address**

If you move, it is your responsibility to keep the Fund Office informed about where it can reach you. Otherwise, you may not receive important Plan information.

**Qualified Domestic Relations Orders (QDROs)**

The Plan would be required to pay all or part of your benefit to your spouse, former spouse, or certain dependents if directed under the terms of a state court order which is determined to be a QDRO (see page 24).

**Returning to Work After You Start Receiving Your Benefit**

Your distribution from the Plan will stop if you engage in certain employment after you start receiving your benefit. See “If You Return to Work After You Start Receiving Your Benefit” on page 30 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 Benefits as a Disabled Participant**

If you engage in gainful employment while receiving your benefit under the Plan’s disability provision, you must report it to the Fund Office within the time allowed by the Plan. If you fail to do so, or the employment is of the type that causes benefit payments to be suspended, you will lose your eligibility for benefits. See “Duty

to Report Gainful Employment” on page 18 for more information.

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

**Other Plan Information****Payments Made by Mistake, Fraud, Misrepresentation, etc.**

If the Annuity Plan pays too much to you, your spouse, your beneficiary or any other entity (such as your estate), or pays someone who is not entitled to a benefit for any reason (which we term a “mistaken payment”), you, that person or that entity must reimburse the Annuity Plan for all of the mistaken payments received in error.

You, the person, or the entity receiving any mistaken payment must notify the Fund Office immediately upon receipt. If reimbursement is not made, you or that person will be responsible for paying attorneys’ fees and court costs for recovery of all of the mistaken payments.

**Plan Rules That Apply to You**

Generally, the Annuity Plan rules in effect when you last worked in covered employment are the rules that will apply to you. Although some Plan rules may change retroactively, none can take away your vested rights to your account(s).

**Future of the Plan and Plan Amendment or Termination**

Although the Board of Trustees intends to continue the Annuity Plan indefinitely, the future of the Plan will be determined by the terms of the collective bargaining agreements and by conditions relating to the income and expenses of the Fund.

Therefore, the Trustees necessarily reserve the right to amend or terminate the Plan at any time.

No amendment may decrease the benefit accrued by any participant, except as necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

In the event of termination of the Plan, or in the event of complete discontinuance of contributions, each participant or beneficiary will have a nonforfeitable right to his or her account(s), after provision for all of the expenses of the Plan, including termination expenses. The Trustees may continue the Trust Fund until all assets are distributed in accordance with the provisions of the Plan or terminate the Trust Fund and distribute the assets as provided in the Trust Agreement.

#### **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.

#### **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 eligibility for benefits.

#### **Effective Date**

This Summary Plan Description describes the rules in effect as of January 1, 2010. 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 Annuity 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 Annuity Plan as adopted and amended by the Board of Trustees.

### **Your ERISA Rights**

As a participant in the I.U.O.E. Local 478 Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (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 the value of your account(s) at normal retirement age (usually age 62) if you stop working under the Plan now. This statement must be requested in writing and is not required to be given more than once every 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 benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a 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. 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 that 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.

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