Laborers' Local 231 Pension Fund

Summary Plan Description
2010 Edition

Laborers' Local 231 Pension Fund

P.O. Box 374
2503 Broadway
Pekin, IL 61554
Telephone (309) 347-7519

For further information or Pension Application Forms call, write, or visit the Fund Office.

To All Participants:

As Trustees of your Pension Plan, we are pleased to present you with this new booklet describing the features of the Plan. You will notice several changes in the Plan since the printing of the last booklet. This Summary Plan Description (SPD) describes Plan benefits in effect as of January 1, 2010.

There have been several improvements to the Plan since the last SPD was distributed:

- Accrual rates used to determine the Regular Pension amount have been increased several times since the printing of the last booklet. Active Employees retiring on or after January 1, 2006 will have their monthly pension amount calculated based on the following accrual rates:

Years of Credited Service Earned:	***Accrual Rate per Year of Credited Service:***
Before May 1, 1963	$10.50
On and after May 1, 1963 and before January 1, 2006	$66.00
On or after January 1, 2006	$96.00

- The 35-year maximum on Credited Service used in the calculation of benefits has been removed. All of your Credited Service will count toward your pension.

These improvements, and other changes required by recent federal legislation, have been adopted and are included in the Plan.

We urge you to read the complete booklet and to take time to understand it. Your pension is one of the most important aspects of your lifetime financial planning. We also urge you to show the booklet to your family. It is important that they are aware of the retirement pension and the survivor protection features of the Plan. After you have read this booklet, please keep it in a safe place for future reference.

The Trustees will continue to keep you advised of any changes in the Plan. Remember to provide any address changes to the Fund Office so that you don't miss any important Plan communications.

If you have any questions about your pension benefits, please contact the Fund Office, the people there will be happy to assist you.

Sincerely,

Board of Trustees

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Introduction

Your pension benefit is a significant part of your retirement income. Eligibility for pension benefits and the amount of the benefit is based on the number of years you work for a Contributing Employer.

Questions?

If you have questions about the Plan, please contact the Fund Office at:

Laborers International Union of North America Local No. 231 Pension Fund
P.O. Box 374
2503 Broadway
Pekin, IL 61554
(309) 347-7519

The Laborers International Union of North America Local No. 231 Pension Fund (Laborers' Local 231 Pension Fund or Fund or Plan) offers:

- A lifetime monthly income payable beginning at age 62 with 10 or more Years of Credited Service—or age 53 with 30 or more Years of Credited Service and 30 or more Plan Years with at least 200 Hours of Service each—or a reduced monthly benefit payable as early as age 55;
- A vested benefit under certain conditions—if you stop working or work elsewhere before you are eligible to Retire;
- A disability benefit, which is payable if you become totally and permanently disabled with 10 or more Years of Credited Service before Retiring (there is no reduction in this benefit if the disability occurs before age 62);
- A Reciprocal Pension if your work is divided between the jurisdiction of this Plan and other pension plans;
- A choice of payment options; and
- Benefits payable to your survivor(s) if you do not live until Retirement.

The SPD summarizes how benefits are determined and paid. It also describes those events that could cause you to lose benefits under the Plan. You should find the answers to most of your questions about the Plan in this SPD.

This booklet is a Summary Plan Description (SPD) that describes the pension benefits available to participants who are working in Covered Employment as of December 31, 2010 and begin receiving their pension benefits on or after **January 1, 2010**. This booklet replaces any prior SPDs regarding the Plan. Please take some time to review this SPD, and if you're married, share this booklet with your spouse. The pension benefits for vested participants who separated from Covered Employment before **January 1, 2010** are determined in accordance with the provisions of the Plan in effect at the time of their most recent separation from Covered Employment. Please note that "you" refers to a Class I or Class II Employee or a pensioner throughout this SPD.

Your pension rights are governed by the actual Pension Plan. Nothing in this booklet is meant to interpret or change the provisions expressed in the Pension Plan. You must refer to the full text of the Pension Plan to answer any specific questions. If any inconsistencies exist between the wording of this booklet and the terms of the Pension Plan, the Pension Plan will prevail and govern the operation of the Plan. The Pension Plan is available for review at the Fund Office.

Only the Board of Trustees (Trustees) is authorized to interpret the Plan of benefits described in this booklet. No Employer or Union representative is authorized to interpret the Plan or act as agent of the Trustees.

There is no explicit or implicit guarantee of future or continued employment based on participation in the Plan.

Pension Plan Highlights

Becoming a Participant	■ You become a participant under the Plan by working at least 200 hours as a Class I Employee (or 400 hours as a Class II Employee) in a Calendar Year. You will be a participant on the January 1 that follows your working the required hours. ■ You may also become a participant the January 1 or July 1 following a period no greater than 12 months during which you complete at least 800 Hours of Service as a Class I Employee (or 1,000 Hours of Service as a Class II Employee). ■ A non-bargained employee may become a participant on the first day of a Calendar Year immediately following a Calendar Year during the Contribution Period in which he or she earned at least 800 hours.
Earning Vesting Service	■ You earn a Year of Vesting Service for each Calendar Year during the Contribution Period in which you complete at least 800 Hours of Service as a Class I Employee (or 1,000 Hours of Service as a Class II Employee).
Earning Credited Service	■ You earn a Year of Credited Service for each Calendar Year during the Contribution Period in which you complete at least 800 Hours of Service as a Class I Employee (or 1,600 Hours of Service as a Class II Employee). Service prior to the Contribution Period may also count.
Receiving a Pension When You Retire	There are several pension benefit options for which you may be eligible: ■ A **Regular Pension** is available if you are age 62 or older, have 10 or more Years of Credited Service, and earn at least ¼ of a Year of Credited Future Service in a Calendar Year after age 54 or earn at least two Years of Credited Future Service. ■ A **Service Pension** is available if at a minimum you are age 53, have 30 or more Years of Credited Service, work at least 200 hours in each of at least 30 Plan Years, and retire on or after January 1, 2005. ■ An **Early Retirement Pension** is available between the ages of 55 and 62 if you have 10 or more Years of Credited Service, including two Years of Credited Future Service. ■ A **Vested Pension** is available if you leave the industry after earning three or more Years of Credited Future Service or at least three Years of Vesting Service. ■ A **Disability Pension** is available if you are totally and permanently disabled, have at least 10 Years of Credited Service (including two or more Years of Credited Future Service), and you worked at least 200 hours as a Class I Employee (or 400 hours as a Class II Employee) in the two years before the Calendar Year in which you became disabled. ■ A **Reciprocal Pension** is available if your work was divided between the jurisdiction of this Plan and other pension plans that have signed common reciprocal agreements.
Choosing How Your Pension is Paid	■ If you are not married, generally, your pension is paid as a Single Life Pension. ■ If you are married, generally, your pension is paid as a 50% Joint and Survivor Pension. However, you may also choose a 75% or 100% Joint and Survivor Pension. ■ You may elect to have your pension paid in as a Ten Year Certain and Life Guarantee Pension.
In the Event of Your Death	■ Benefits may be payable to your survivor(s) if you die, before or after retirement.

Beginning Work

Becoming a Participant

Covered Employment is work you perform for an Employer who contributes to the Pension Fund in accordance with a collective bargaining, participation, or other written agreement with the Union.

Employment before the Contribution Period may also be considered Covered Employment.

The eligibility requirements are different for Class I and Class II Employees. Class I Employees work in building and construction or heavy construction and Class II Employees work in building materials.

You become a participant in the Plan by working at least 200 hours in a Calendar Year as a Class I Employee or 400 hours as a Class II Employee. Contributions must be required to be made to the Fund for those hours worked. You will become a participant on the January 1 that follows your meeting the required hours.

Example: Joe started working in Covered Employment as a Class I Employee on March 16, 2009 and by December 31, 2009, he had worked over 200 hours. Joe becomes a participant in the Plan on January 1, 2010.

You may also become a participant on the earliest January 1 or July 1 that follows a period no longer than 12 consecutive months during which you complete 800 Hours of Service as a Class I Employee or 1,000 Hours of Service as a Class II Employee.

A non-bargained Employee may become a participant on the first day of a Calendar Year immediately following a Calendar Year during the Contribution Period in which he or she earned at least 800 hours.

Hour of Service

An Hour of Service is each hour for which you are paid or entitled to be paid by a Contributing Employer for the performance of duties. This also may include periods of time when no duties are performed, such as during vacation, while serving in military duty, or on a leave of absence that qualifies under the Family and Medical Leave Act (FMLA).

Contributing Employer or Employer includes:

- Any employer signatory to a collective bargaining, participation, or any other agreement with the Union requiring contributions to the Fund that has been accepted as a Contributing Employer by the Trustees (provided the Trustees have not terminated the employer’s status because of failure to pay contributions);
- The Union, for the purpose of providing benefits for the eligible Employees of the Union for whom the Union is obligated to contribute to the Pension Fund; and
- The Fund, to provide benefits for the eligible Employees of the Fund for whom the Fund will contribute to the Pension Fund, in accordance with the Plan.

If you work in non-Covered Employment (a job not covered by the collective bargaining agreement) after **March 31, 1976**, you will also receive credit for Hours of Service performed immediately before or after Covered Employment with the same Employer.

Earning Vesting Service

> **Contribution Period**
>
> Period during which your Employer is required to make contributions to the Fund.

You earn one Year of Vesting Service following each Plan Year (January 1 to December 31) during the Contribution Period in which you complete at least 800 Hours of Service as a Class I Employee or 1,000 Hours of Service as a Class II Employee. After you have three Years of Vesting Service or Credited Service, you are eligible to receive the Vested Pension at your Normal Retirement Age—even if you leave Covered Employment before that time.

Vesting Service During the Contribution Period

Pension Credits during the Contribution Period are earned based on work in Covered Employment for which Employer Contributions are required to be paid to the Pension Fund.

You earn one Pension Credit following the Plan Year during which:

- You work in Covered Employment for at least 800 hours as a Class I Employee or 1,000 as a Class II Employee; and
- For which contributions are required to be paid to the Fund.

Earning Credited Service

The monthly amount of a pension benefit depends on the number of Years of Credited Service. There are two kinds of Credited Service:

- **Credited Future Service,** which is earned for work for which contributions are required to be made to the Fund.
- **Credited Past Service,** which is granted for work as a laborer under the jurisdiction of Locals 231 or 990 before the time contributions were paid to the Fund (prior to the Contribution Period).

Credited Future Service

You receive Credited Future Service for work for which contributions were paid to the Fund based on the schedule below:

Class I Employees		
Hours Worked in Covered Employment in a Calendar Year	***Credited Future Service*** *Before 01/01/98**	***Credited Future Service*** *On and After 01/01/98*
2,000 or more	N/A	2 years
1,700 but less than 2,000	N/A	1-3/4 years
1,400 but less than1,700	N/A	1-1/2 years
1,100 but less than 1,400	N/A	1¼ years
800 but less than 1,100	1 year	1 year
600 but less than 800	¾ year	¾ year
400 but less than 600	½ year	½ year
200 but less than 400	¼ year	¼ year
Less than 200	None	None

* *Prior to January 1, 1998, a Class I Employee could earn a maximum of one Year of Credited Future Service in a Calendar Year.*

Class II Employees		
Hours Worked in Covered Employment in a Calendar Year	***Credited Future Service***	
	*Before 01/01/76**	*On and After 01/01/76*
1,600 or more	1 year	1 year
1,200 but less than 1,600	¾ year	4/5 year
800 but less than 1,200	½ year	3/5 year
400 but less than 800	¼ year	2/5 year
Less than 400	None	None

** If you are a Class II Employee and, in a Calendar Year, you work more hours than the maximum shown in the schedule, the excess hours will be banked (up to a total of 1,600). These banked hours may then be used in a following year if you need more hours to get Credited Service. However, if you apply these extra hours in one year, you must wait for one more year before you can use any banked hours again.*

Credited Past Service

You receive one Year of Credited Past Service for each Calendar Year you worked as a laborer under the jurisdiction of Local 231 or Local 990 before contributions were paid to the Fund. Contributions began on October 15, 1963 for work under Local 231 and on May 1, 1969 for work under Local 990.

In general, you will receive Credited Past Service for work that would have resulted in contributions to the Fund had the Fund been established at that time.

Service During Military Leave

If you leave Covered Employment to serve in qualified military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994, you will be entitled to Credited and Vesting Service in accordance with applicable federal law. Generally, to receive Vesting Service for your time in military service—up to five years—the service must be qualified military service (as defined in the Plan) and you must meet all requirements of USERRA, including:

- A discharge that is not considered dishonorable,
- Reemployment or availability for employment within 90 days of discharge or after recovery from military service disability, or
- As specified by USERRA.

Contact the Trustees for more information.

If you meet the conditions above, you will be credited with 800 hours of work in Covered Employment (1,600 hours for a Class II Employee) for each year you are in qualified military service, up to five years.

If you received a distribution of all or part of your benefits in connection with your qualified military service, then you have the right to repay the amount that was withdrawn on reemployment. Your repayment must be made beginning on the date of reemployment and continuing until the first of the following occurs:

- You terminate Covered Employment;
- Your fifth anniversary of reemployment; or
- Up to three times the length of your military service.

Leaving Work

A break-in-service occurs if you are absent from Covered Employment during specified periods. In general, when you have a one-year break-in-service you are no longer a participant in the Plan. If you have a permanent break-in-service, your Years of Vesting Service and Credited Service earned before the break are cancelled. However, if you are vested or eligible for any type of pension under the Plan, you cannot have a permanent break-in-service or lose your right to a pension.

Breaks-in-Service

One-Year Break-in-Service

If you do not complete at least 200 Hours of Service as a Class I Employee or 400 Hours of Service as a Class II Employee in a Calendar Year, you are no longer an active Plan participant as of the last day of that Calendar Year. This is called a one-year break-in-service.

A one-year break-in-service is temporary and can be repaired if you become a participant again before incurring a permanent break-in-service. You must complete at least 200 Hours of Service (Class I) or 400 Hours of Service (Class II) during the 12-month period beginning with your reemployment date before incurring a permanent break-in-service for your previous Vesting Service and Credited Service to be restored.

Permanent Break-in-Service

If you incur a permanent break-in-service before you are vested, you will lose your Years of Vesting Service and Credited Service. However, once you have met the Vesting Requirements under the Plan, you always remain a participant under the Plan.

You have a permanent break-in-service after December 31, 1986 if your total consecutive one-year breaks-in-service equal or exceed the greater of five or your total Years of Vesting Service unless you have met the requirements for a pension. If you had a permanent break-in-service before January 1, 1987, the rules were different. Call the Fund Office for information.

Example: Permanent Break-in-Service for Al

Year	*Hours of Service*	*Years of Credited Service*	*Years of Vesting Service*	*One-Year Break-in-Service*
1	1,100	1.25	1	0
2	1,400	1.5	1	0
3	100	0	0	1
4	80	0	0	1
5	0	0	0	1
6	0	0	0	1
7	0	0	0	1
Total		2.75	2	5

At the end of year 7, Al has two Years of Vesting Service, 2.75 Years of Credited Service, and five consecutive one-year breaks-in-service. Al incurs a permanent break-in-service at the end of year 7 because he has five consecutive one-year breaks-in-service. Therefore, his previous Years of Vesting Service and Credited Service are cancelled

If Al had earned three or more Years of Vesting Service or Credited Service, a permanent break-in-service would not occur.

Now, let's assume Al returns to work in Year 7…

Year	*Hours of Service*	*Years of Credited Service*	*Years of Vesting Service*	*One-Year Break-in-Service*
1	1,100	1.25	1	0
2	1,400	1.5	1	0
3	100	0	0	1
4	80	0	0	1
5	0	0	0	1
6	0	0	0	1
7	400	0.5	0	0
Total		3.25	2	4

In this example, Al reinstated participation, Credited Service, and Years of Vesting Service by returning to employment and receiving credit for 400 hours in year 7. Because the number of Al's consecutive one-year breaks-in-service was less than five, Al was able to repair the one-year breaks-in-service.

Exceptions to Break-in-Service Rules

You must notify the Trustees if you will be absent due to any of the non-work periods listed in this section.

Certain periods of time during which you are not working will not be counted when determining if a break-in-service has occurred. If you do not earn Years of Vesting Service or Credited Service due to an absence resulting from any of the following, the absence from Covered Employment will be excused and will not count toward a break-in-service:

- For up to four consecutive Calendar Years if you are disabled. Disability for this purpose is defined as your inability to engage in your usual occupation, or in any occupation in the building trades and construction industry, due to a bodily injury or disease. You must notify the Trustees and submit proof of eligibility for Social Security Disability benefits within one year after the start of the disability.
- For service in the uniformed services of the United States according to USERRA and other Plan provisions if you return to or seek work in Covered Employment in accordance with applicable federal law.
- For full-time employment with the Laborers International Union of North America or with District Councils of the Laborers International Union of North America. The grace period will be granted for the whole time of such employment. However, you will need to submit proof to the Fund Office of such employment, which is satisfactory to the Trustees.
- Beginning after December 31, 1986, absence from work because of pregnancy, adoption of a child, or caring for the child for the period immediately following the birth or placement. Under these circumstances you will be granted up to 200 hours, if you are a Class I Employee (up to 400 hours, if you are a Class II Employee), in a Calendar Year to avoid a one-year break-in-service. The hours will apply in the year the absence begins, if necessary to avoid a break-in-service. If not required in that year, the hours will apply in the year immediately following the year in which the absence begins. The hours will not count as Vesting Service or Credited Service.
- For qualified periods of Family and Medical Leave Act, up to 12 weeks or as required by federal law.

Types of Pension Benefits

Regular Pension

> Retirement is not mandatory at any age. However, you must begin receiving pension benefits by the April 1 of the Calendar Year following the Calendar Year you reach age 70½.

You are eligible for a Regular Pension if you:

- Are age 62 or older;
- Have at least 10 Years of Credited Service; and
- Earn at least ¼ Year of Credited Future Service in a Calendar Year that follows the Calendar Year in which you are age 54 or you earn at least two Years of Credited Future Service.

The monthly amount of your Regular Pension is determined by multiplying your Years of Credited Service by the benefit rate in effect when you earned them. If you have earned ¼ of a Year of Credited Service on and after January 1, 2006, and you have not separated from Covered Employment, your benefit rates are as follows:

Years of Credited Service Earned:	***Benefit Rate per Year of Credited Service:***
Before May 1, 1963	$10.50
On and after May 1, 1963 and before January 1, 2006	$66.00
On or after January 1, 2006	$96.00

This means that your benefit amount will probably be based on more than one benefit rate. Your pension amount will be rounded to the next higher $0.50.

Example: Harold retires in June 2009 at age 62 with 35 Years of Credited Service. Of these, three were earned after January 1, 2006 and 32 were earned before January 1, 2006 (but after May 1, 1963). His Regular Pension amount is calculated below:

Credited Service		*Benefit Rate*		*Amount*
3 years	x	$96.00	=	$ 288.00
32 years	x	$66.00	=	$ 2,112.00
				$ 2,400.00 (Regular Pension)

This calculation does not take early Retirement or forms of payment other than the Single Life Pension into account. Your actual benefit may be lower due to reductions for age and/or form of payment.

The benefit rates shown on this page apply to Retirements on or after January 1, 2006. However, if you are retiring after that, but have not been actively at work lower benefit rates may apply. Generally, if you have not earned at least ¼ Year of Credited Service in two years, then the Benefit Rate in effect before you left Covered Employment will be used to calculate your benefit for the service you earned prior to leaving Covered Employment. If you return to Covered Employment, earn at least ¼ Year of Credited Service, then the Benefit Rate in effect at the time you retire or leave Covered Employment again will be used for the service you earn after your return. Therefore, each two-year separation creates a separate portion of your total benefit. The Fund Office can give you more information about the benefit rate that applies to you.

Service Pension

You are eligible for a Service Pension if you:

- Are at least age 53;
- Have at least 30 Years of Credited Service;
- Worked at least 200 Hours of Service in each of at least 30 Plan Years; and
- First retire from employment covered by the Plan on or after January 1, 2005.

The monthly amount of your Service Pension is determined in the same way as a Regular Pension (see page 8), with no reduction for early Retirement.

Early Retirement Pension

You are eligible for an Early Retirement Pension if you:

- Are at least age 55; and
- Have at least 10 Years of Credited Service, including at least 2 Years of Credited Future Service.

To calculate the amount of the Early Retirement Pension, first calculate the amount of the Regular Pension you would receive if you were age 62.

The amount of the Regular Pension is then reduced by 5/9 of 1% (0.555%) for each month you are younger than age 62 at the time you retire. This reduction is made because an Early Retirement Pension is usually payable for a longer period than a Regular Pension.

Example: Bill retires on an Early Retirement Pension at age 60 with a total of 25 Years of Credited Service, 2 of which were earned after January 1, 2006. His pension would be calculated as follows:

Bill's Regular Pension amount would be $1,710.00 per month if he were age 62.

23 years	x	$66.00	=	$1,518.00
2 years	x	$96.00	=	$ 192.00
			=	$1,710.00

Because Bill is age 60 he is 24 months younger than age 62; therefore, his Regular Pension amount is reduced by 0.555% for each of the 24 months, or by 13.32%.

24 months	x	5/9 of 1% (0.555%)	=	13.32%
.1332	x	$1,710.00	=	$ 227.77
$1,710.00	minus	$ 227.77	=	$1,482.23

The resulting amount, $1,482.23, is rounded to the next highest $.50. Bill's Early Retirement Pension amount is $1,482.50, and is paid monthly for life.

Vested Pension

You are eligible for a Vested Pension if you no longer work as a laborer, but you have at least three Years of Vesting Service or Credited Service.

The Vested Pension is paid at age 62 (or as early as age 55 if you have at least 10 Years of Credited Service, including at least 2 Years of Credited Future Service).

The amount of your Vested Pension at age 62 is calculated in the same way as the Regular Pension. If you retire before age 62, the amount of the Vested Pension will be reduced 5/9 of 1% for each month you are younger than 62 when pension payments start - the same as the Early Retirement Pension.

This amount is then multiplied by the applicable Vested Percentage. The Vested Percentage is based on your number of Years of Vesting Service or Credited Service, whichever is greater, according to the following schedules. For participants with one or more Hour of Service on or after January 1, 1999:

Years of Vesting Service or Credited Service	*Vested Percentage*
Less than 3	0%
3	20%
4	40%
5	60%
6	80%
7	100%

For participants who do not have one or more Hours of Service on or after January 1, 1999, call the Fund Office for the vesting schedule that applies to you.

Example: Kevin last worked as a Laborer in 1999. At the time he left the jurisdiction of the Plan, he had earned 6 Years of Credited Service, all of which was earned after 1963. He applied for his Vested Pension in 2008 when he was 62. His pension amount is calculated below:

6 years x $66.00 = $396.00

The amount of his pension is multiplied by the Vested Percentage, which matches his years of service. The Vested Percentage for 6 Years of Credited Service is 80%. The amount of the Vested Pension payable to Kevin at age 62 is $396.00 x 0.80 = $316.80 rounded to $317.00. There is no age reduction because Kevin is age 62.

Disability Pension

You are considered to be totally and permanently disabled when you receive a Social Security Administration (SSA) Disability Award. Any application without an SSA award will be denied.

You are eligible for a Disability Pension if you:

- Are totally and permanently disabled, meaning you have received a disability award from the Social Security Administration;
- Have at least 10 Years of Credited Service including at least 2 Years of Credited Future Service; and
- Worked at least 200 hours as a Class I Employee (or 400 hours as a Class II Employee) in the 2 years before the year in which your disability occurred.

The amount of the Disability Pension is the same as that of the Regular Pension (page 8). There is no reduction in benefit amount because you are younger than 62. It is paid to you for life, if you remain totally and permanently disabled.

Your Disability Pension starts on the first day of the seventh month after the month in which you became disabled. You must file an application with the Trustees prior to this date. If you file an application after this date, you may receive up to 12 months of retroactive payments. No benefits will be paid without a completed application.

Reciprocal Pension

Reciprocal Pensions are provided for Employees who have worked under Laborers' Local 231 Pension Fund and other laborer's pension plans, which have signed the Laborer's International Union Reciprocal Agreement. The purpose of the Reciprocal Pension is to provide retirement benefits to Employees who have worked under different plans and who do not have enough credit under any one plan to qualify for benefits or whose benefits would be less than the full amount because of such division of employment.

If you worked under many laborers' pension funds during your lifetime, you should be sure to keep a record of the plans and include that information when you apply for a pension. The Fund Office has no way of telling which participants have worked under other plans; therefore, you must bring this matter to the attention of the Fund Office when you are retiring.

If you have worked under another laborers pension plan, call or write the Fund Office for more information on whether or not a Reciprocal Pension may be payable.

Important Information About Your Pension

Qualified Domestic Relations Order (QDRO)

The Plan, in accordance with the law, must recognize a qualified domestic relations order. A "domestic relations order" is a judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant and (2) is made pursuant to a state domestic relations law.

A "domestic relations order" is a "qualified domestic relations order" (QDRO) if it creates or recognizes the existence of an alternate payee's right, or assigns to an alternate payee the right, to receive all or a portion of the benefits payable to a participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

An "alternate payee" is a spouse, former spouse, child, or other dependent of a participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits under a plan with respect to the participant.

If a qualified domestic relations order requires the distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order.

If you are receiving a Joint and Survivor Pension when you are divorced, your benefit cannot be changed to another form.

For more information or for a copy of the Fund's qualified domestic relations order procedures, please contact the Fund Office.

Benefit Payments

If you are eligible for pension benefits under this Plan, you must complete an application form to begin receiving payments. Benefit payments may begin no more than 60 days from the later of the following dates:

- The end of the calendar year you reach Normal Retirement Age;
- The end of the calendar year you retire, as defined by the Plan; and
- The date you file an application for benefits.

You may elect to delay benefit payments by writing to the Fund Office; however, payments must begin before your required beginning date. Your required beginning date is April 1 of the calendar year following the calendar year in which you reach age 70½.

Normal Retirement Age Benefit

Once you reach your Normal Retirement Age (age 65, or if later, the fifth anniversary of their participation in the Pension Fund) and are still working in Covered Employment, you are eligible for a monthly benefit when you retire. This eligibility does not depend on Years of Vesting Service or Credited Service.

The amount of this Normal Retirement Age Benefit is calculated in the same manner as the Regular Pension and is 100% vested.

Delayed Retirement

If your benefit payments start after your Normal Retirement Age, your benefit will be increased for each month that you are not working in disqualifying employment by 1% for the first 60 months after reaching your Normal Retirement Age and by 1.5% for each month thereafter.

Forms of Payment

You choose how you want your pension benefit paid when you retire. The Plan offers the following forms of payment:

- Single Life Pension;
- 50% Joint and Survivor Pension;
- 75% Joint and Survivor Pension;
- 100% Joint and Survivor Pension; or
- Ten Year Certain and Life Guarantee Pension.

If you are single when you retire, you generally receive your pension as a Single Life Pension. If you are married, the normal form of payment is a 50% Joint and Survivor Pension for you and your spouse, with additional options of 75% or 100% Joint and Survivor Pensions. The Plan also has a Ten Year Certain and Life Guarantee Pension for you, which may provide survivor benefits to your designated beneficiary.

If you are married, you can waive the 50% Joint and Survivor Pension and elect another form of payment. You must provide written spousal consent, witnessed by a notary public or designated Plan representative.

Single Life Pension

All benefits are calculated as a Single Life Pension and then adjusted for any other form. A Single Life Pension provides a lifetime benefit for you only. When you die, all pension payments stop. The Single Life Pension is only available to single retirees.

Joint and Survivor Pension

Under a Joint and Survivor Pension, a lifetime benefit is provided for you, and your spouse in the event of your death. The amount of your monthly benefit is reduced during your lifetime to provide a benefit to your spouse, should you die first. While the normal form of payment is a 50% Joint and Survivor Pension, the Plan also offers optional forms of payment of a 75% or 100% Joint and Survivor Pension. Depending on the Joint and Survivor Pension option you choose, upon your death, your spouse will receive 50%, 75%, or 100% of the benefit amount you were receiving for life,

To be eligible for this type of pension, you and your spouse must have been married at the time you retire and for at least a year at the time of your death. If your spouse dies before you do and while you are receiving a Joint and Survivor Pension, your monthly benefit will increase to the amount you would have received before adjustment for the Joint and Survivor Pension. The increase will be effective as of the month following the month of your spouse’s death, once proof of your spouse’s death has been received by Fund Office, and approved by the Trustees.

50% Joint and Survivor Pension

The 50% Joint and Survivor Pension provides you with monthly pension payments for your lifetime. Upon your death, your surviving spouse will receive 50% of your monthly pension for the rest of his or her life. With this option, your monthly pension is reduced to provide these extra benefits for your spouse. The amount of the reduction in your benefit depends on your age and your spouse's age. The factors are calculated as follows:

> If you elect a payment option other than the 50% Joint and Survivor Pension, you need your spouse's written consent, witnessed by a notary public or designated Plan representative.

- **Disability Pensions:** 77.5% minus 0.4% for each full year that your spouse's age is less than your age or plus 0.4% for each full year that the spouse's age is greater than your age.
- **Other Pensions:** 88.0% minus 0.4% for each full year that your spouse's age is less than your age or plus 0.4% for each full year that your spouse's age is greater than your age.

In no event will the factor determined above exceed 99%.

> Example: John retires at age 62 and is eligible for a Regular Pension of $1,000.00 per month. His wife is age 60. The reduction factor, based on both John's and his wife's ages, is 87.2% (88.0% minus 0.8% (2 years x 0.4%)). John receives a 50% Joint and Survivor Pension determined by multiplying $1,000.00 x 87.2%. The result, $872.00, is payable per month for his lifetime. If John dies before his wife, she will receive a monthly benefit of $436.00 ($872.00 x 50%) for the rest of her life. However, if his wife dies before him, John's pension will increase to $1,000.00 per month, the month following his wife's death.

75% Joint and Survivor Pension

The 75% Joint and Survivor Pension provides you with monthly pension payments for your lifetime. Upon your death, your surviving spouse will receive 75% of your monthly pension for the rest of his or her life. With this option, your monthly pension is reduced to provide these extra benefits for your spouse. The amount of the reduction in your benefit depends on your age and your spouse's age. The factors are calculated as follows:

- **Disability Pensions:** 70.3% minus 0.5% for each full year that your spouse's age is less than your age or plus 0.5% for each full year that the spouse's age is greater than your age.
- **Other Pensions:** 83.5% minus 0.5% for each full year that your spouse's age is less than your age or plus 0.5% for each full year that your spouse's age is greater than your age.

> Example: Gary retires at age 64 and is eligible for a Regular Pension of $1,200.00 per month. His wife is age 67. The reduction factor, based on both Gary's and his wife's ages, is 85.0% (83.5% plus 1.5% (3 years x 0.5%)). Gary elects a 75% Joint and Survivor Pension determined by multiplying $1,200.00 x 85.0%. The result, $1,020, is payable per month for his lifetime. If Gary dies before his wife, she will receive a monthly benefit of $765.00 ($1,020.00 x 75%) for the rest of her life. However, if his wife dies before him, Gary's pension will increase to $1,200.00 per month, the month following his wife's death.

100% Joint and Survivor Pension

The 100% Joint and Survivor Pension provides you with monthly pension payments for your lifetime. Upon your death, your surviving spouse will receive 100% of your monthly pension for the rest of his or her life. With this option, your monthly pension is reduced to provide these extra benefits for your spouse. The amount of the reduction in your benefit depends on your age and your spouse's age. The factors are calculated as follows:

- **Disability Pensions:** 63.0% minus 0.6% for each full year that your spouse's age is less than your age or plus 0.6% for each full year that the spouse's age is greater than your age.
- **Other Pensions:** 79.0% minus 0.6% for each full year that your spouse's age is less than your age or plus 0.6% for each full year that your spouse's age is greater than your age.

Example: Paul retires at age 65 and is eligible for a Regular Pension of $1,500.00 per month. His wife is age 64. The reduction factor, based on both Paul's and his wife's ages, is 78.4% (79.0% minus 0.6% (1 year x 0.6%)). Paul elects a 100% Joint and Survivor Pension determined by multiplying $1,500.00 x 78.4%. The result, $1,176.00, is payable per month for his lifetime. If Paul dies before his wife, she will receive a monthly benefit of $1,176.00 for the rest of her life. However, if his wife dies before him, Paul's pension will increase to $1,500.00 per month, the month following his wife's death.

Ten Year Certain and Life Guarantee Pension

If you are eligible for a Regular, Service, Early Retirement, Vested, or Disability Pension, you may elect to have your benefit paid in the Ten Year Certain and Life Guarantee Pension form. Under this form, you will receive 90% of your benefit amount (85% if you are receiving a Disability Pension) for your life with the guarantee that if you die before receiving 120 monthly payments, your beneficiary will receive the remaining monthly payments. This benefit is payable to you for life. If you die before 120 monthly pension benefits have been paid, your designated beneficiary will receive the remainder of the 120 monthly payments. However, if there are more than 60 monthly payments remaining and your beneficiary is someone other than your spouse, the value of the payments will be determined and paid in 60 equal payments. If your beneficiary dies with payments yet to be made, a lump sum benefit based on the current value of the remaining payments (based on the interest rate specified in the Plan) will be paid to a second beneficiary or, if a second beneficiary is not named, to your estate.

If you are married and wish to elect the Ten Year Certain and Life Guarantee Pension, you must reject the Joint and Survivor Pension; your spouse must consent to your rejection of the Joint and Survivor Pension in writing, with the rejection (and spousal consent) witnessed by a notary public or designated Plan representative.

Survivor Benefits

The types of survivor benefits available depend on whether or not you are receiving retirement benefits when you die.

Survivor Benefits Before Retirement

Pre-Retirement Surviving Spouse Annuity

If you are married, your spouse will receive the Pre-Retirement Surviving Spouse Annuity upon your death if you:

- Have one or more Hours of Service on or after January 1, 1976;
- And your spouse have been married during the entire year just before your death;
- Meet all the requirements (except for filing an application) for any pension, except a Disability Pension; and
- Die on or after January 1, 1984.

The amount of a Pre-Retirement Surviving Spouse Annuity is the same as the lifetime monthly payment to your spouse under the Joint and Survivor Pension (page 13). It is calculated as if you had retired on the day before your death. If you die before age 55, the benefit will commence on the date you would have been age 55.

Your spouse may elect to defer payment until a later specific date (no later than the April 1 of the Calendar Year following the calendar in which you would have reached age 70½). The benefit would be recalculated as if you survived to the age as of the date your surviving spouse elected, retired on that date and began receiving a Joint and Survivor Pension, and died the next day. If your surviving spouse dies before the chosen date, then the pension payments will be forfeited.

Example: Harold dies as an active Employee at age 59. If he had lived, he could have retired on an Early Retirement Pension of $800.00 per month. His surviving spouse is 56 years old. The reduction factor for the difference in ages is 86.8% (88.0% minus 3 years x 0.4% or 1.2%). The 50% Joint and Survivor Pension which would have been paid monthly to Harold is $694.40 ($800.00 x 0.868), rounded to $694.50. His spouse will receive half this amount, or $347.25 monthly for life.

Pre-Retirement Death Benefit

Your beneficiary will receive the Pre-Retirement Death Benefit if, at the time of your death, you:

- Have at least 10 Years of Credited Future Service;
- Have earned at least ¼ Year of Credited Future Service in the year you die or the two preceding years; and
- Are not eligible for a Joint and Survivor Pension.

The amount of the Pre-Retirement Death Benefit is a single lump-sum payment equal to $100.00 multiplied by your Years of Credited Future Service. No more than 25 Years of Credited Future Service will be used to calculate this benefit.

Designated Beneficiary

If your designated beneficiary is not your spouse, payments will:

- Be completed by December 31 of the fifth calendar year following the year of your death; or
- Begin no later than the end of the year following your death. Your beneficiary will receive payments over a period no greater than your designated beneficiary's lifetime or, if longer, continue until the end of the fifth calendar year following the year of your death.

If you do not have a designated beneficiary on file at the Fund Office, benefits will be paid to the beneficiary designated on file with the Trustees of the Laborers International Union of North America Local 231 Health & Welfare Fund. If no designation is on file, benefits will be paid in the following order:

- To your spouse, or if none,
- To your dependent children, or if none,
- To the executor or administrator of your estate.

Be sure to keep your beneficiary designation on file with the Fund Office up-to-date.

Survivor Benefits After Retirement

Monthly Pension Benefits

If you are receiving a pension, then your survivor will receive the benefits described in the preceding section for a Joint and Survivor Pension and the Ten Year Certain and Life Guarantee Pension form of payments. In addition to the monthly pension benefits, your beneficiary will receive the Post-Retirement Death Benefit, as described below.

Post-Retirement Death Benefit

The Post-Retirement Death Benefit is a $2,000 lump-sum payment made to your designated beneficiary if you are receiving a pension at the time of your death. You can choose any beneficiary you wish for this benefit. You must choose your beneficiary at the time you retire.

Applying For Benefits

How to Apply for Benefits

Generally, to receive benefits, you must apply for your Pension Plan benefits **at least 30 days, but not more than 180 days,** before you want payments to begin. To receive an application form, contact the Fund Office.

In general, three things need to happen before you are eligible to start your Pension Plan benefit:

- You must apply for your benefits;
- The Trustees must approve your application; and
- You need to stop working in Covered Employment.

You should file a completed application form and supporting documentation with the Fund Office before you want your Pension Plan payments to begin. Your application for benefits must be in writing on a form provided by the Fund Office. Your spouse or other beneficiary must apply in the event of your death. For assistance in starting the application process, call the Fund Office.

You may need to submit written documentation with your application, such as:

- Proof of your age and your spouse's age, if applicable;
- Your and your spouse's Social Security numbers;
- Your current address;
- Marriage certificate, if applicable;
- Death certificate, if applicable;
- Divorce decree, if applicable, and
- SSA Disability Award, if applicable.

The Trustees will rely on the information or proof you provide. Benefit payments will start as of the first day of the month following the month you meet the requirements to receive a pension, including the filing of an application.

Whenever administratively possible, you will receive a decision from the Board of Trustees on your application for benefits within 90 days, unless special circumstances require an extension of time for processing. If an extension is required, you will receive written notice of the extension within the initial determination period. The extension notice will include the reasons for the extension and the date by which a decision will be made. The extension of time will not exceed 90 days after your application is received.

Generally, once your application has been approved, benefits will be paid as soon as administratively possible. If your application is denied, you have the right to request a review.

If Your Application Is Denied

In many cases, disagreements about benefit eligibility or amounts can be handled informally by calling the Fund Office. If the disagreement is not resolved, you can follow a formal procedure to have your application reconsidered.

If your application is denied in full or in part, you will receive a written statement, which will include:

- The specific reason(s) for the denial;
- Reference to the specific Plan provision(s) on which the denial is based;
- A description of any additional information needed and an explanation of why the information is necessary;
- An explanation of the Plan's appeal procedure along with time limits for filing an appeal;
- A statement that you have the right to bring a civil action under ERISA Section 502(a) following an appeal; and
- A statement that you or your authorized representative may make an appeal request for review of the decision if you disagree with that decision.

If your application for benefits is denied, you (or your authorized representative) may file a written appeal with the Fund Office no later than 60 days after you receive notice that your application has been denied. When filing an appeal, you have the right to:

- Submit additional proof of entitlement to benefits; and
- Examine and copy any relevant document. A document is considered relevant if it was relied upon, considered or generated in the course of making the decision; submitted for claim review; shows that the decision was made consistently and according to the Plan documents, or constitutes a statement of Plan policy or guidance regarding Plan benefits.

Appeal Procedure

If you appeal the Fund's determination on your application or benefit amount, the Appeals Committee of the Board of Trustees will complete a new full and fair review of your application based on all information available, including any information you provide. The Trustees will not defer to the initial decision. Generally, a decision will be made within 60 days. If special circumstances require an extension, you will be given written notice of the special circumstances requiring the extension and the date a determination will be made.

> You may appeal the denial of your Pension Plan application or benefit amount. You should send your written appeal to the Fund Administrator at the Fund Office.

All decisions will be issued in writing within five days after a determination is made. The written notice on appeal will:

- Contain the reason(s) for the decision;
- Refer to specific Plan provisions on which the decision is based;
- Notify you of your right to access and copy (free of charge) all documents, records, and other information relevant to your application; and
- Notify you of your right to bring a civil action under ERISA Section 502(a).

> **Relevant information** includes information that:
>
> ▪ Is relied upon, considered, or generated in the course of making the decision;
>
> ▪ Was submitted for the claim review;
>
> ▪ Shows that the decisions was made consistently and in accordance with the plan documents; or
>
> ▪ Constitutes a statement of plan policy or guidance regarding your benefit.

The decision of the Board of Trustees is final and binding. The Trustees decision will be given judicial deference in any later court action. You must exhaust the Plan's procedures for review of a denial of benefits before you may bring a lawsuit or other administrative action for benefits.

Spouse or Beneficiary File for a Survivor Benefit

As soon as possible after the death of an Employee or pensioner, the spouse or beneficiary should contact the Fund Office to request instructions about filing an application for benefits. A copy of the death certificate for the Employee or pensioner will be requested.

Lump Sum Payment

If the "Actuarial Present Value" of your pension is small ($5,000 or less) at termination or retirement, it may be paid in a one-time lump-sum payment. If the value of the pension is $1,000 or less, the payment will be a one-time, lump sum payment. If the value is more than $1,000, but less than $5,000, then you must consent to the lump sum payment. The lump sum payment is eligible for tax-free rollover into a qualified IRA or other qualified plan. The Fund Office will provide you with a "Special Tax Notice Regarding Plan Payments," which describes your rights and obligations regarding rollovers and tax withholding requirements.

Once a lump-sum payment has been made, no other Plan benefits are payable.

Working After Retirement

To be considered retired you must not work in “Disqualifying Employment.”

Disqualifying Employment is:

- **Before Normal Retirement Age** – any employment or self-employment as a laborer in the geographic jurisdiction of the Union.
- **At or after Normal Retirement Age** – employment or self-employment for 40 or more hours per month in the same industry, occupation, and geographic area covered by the Plan at the time of Retirement or in the occupation you worked at any time under the Plan, or in work for which contributions are required to be made to the Plan.

You may do any other kinds of work provided it is not of the type described above and it will not be considered disqualifying employment. If you are not sure whether or not a job you are considering will be disqualifying, check with the Fund Office.

Pension During Disqualifying Employment

You must notify the Fund Office of your return to work within 30 days of the date you return.

If you return to Disqualifying Employment, your pension checks will be suspended for the months you work. If your benefits are suspended, you will be provided with notice and a full description of the reasons for the suspension and the procedures for a review of the suspension and resumption of benefit payments.

If the Board of Trustees learns that you have worked in Disqualifying Employment after Normal Retirement Age without informing the Fund, it will be presumed that you have been working at least 40 hours per month. This may affect the amount of your benefit when you again retire. You will have the right to overcome this presumption by establishing the facts.

If payments are made when benefits should have been suspended, a portion of your benefit will be withheld when you resume your benefit payments. This allows the Fund to recover any benefits paid to you while you were working in Disqualifying Employment without informing the Fund.

You are entitled to a review of any determination suspending your benefits. You may file a written request for review with the Board of Trustees within 60 days of the notice of suspension at the address shown below:

Laborers’ Local #231 Pension Fund
P.O. Box 374
2503 Broadway
Pekin, IL 61554

In this manner, you may also request that the Board of Trustees review any future employment to determine whether it will be disqualifying.

When your benefit is suspended, you must notify the Fund Office as soon as you learn you will cease the type of employment that caused your monthly pension benefits to stop. After this notice is received, your benefit will be paid for the months after the last month the benefit was suspended. If you are still working in Disqualifying Employment as of April 1 following the Calendar Year in which you reach age 70½, your benefit will not be suspended beyond that time. If you complete at least one Year of Vesting Service on your return to work, your pension will be recalculated to consider this new service.

Important Facts About the Plan

The following information provides important facts about the Plan you should know.

Name of Plan

This Plan is known as the Pension Plan of Laborers' Local 231 Pension Fund.

Board of Trustees

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of Employer and Union representatives selected by the Employers and the local Union that have entered into agreements that relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and telephone number below:

Board of Trustees
Laborers' Local #231 Pension Fund
P.O. Box 374
Pekin, IL 61554
Telephone: (309) 347-7519

As of January 1, 2010, the Trustees of this Plan are:

Union Trustees	***Employer Trustees***
Mr. Robert Schroeder (Chairman)	Mr. Ken Aupperle (Secretary)
Mr. David W. Danner	Mr. Craig Baum
Mr. Ronald Decker	Mr. Michael Cullinan
Mr. Gary L. Sciortino, Jr.	Mr. Mike Taylor

Plan Sponsor and Administrator

The Board of Trustees is both the Plan Sponsor and Plan Administrator.

Identification Numbers

The number assigned to this Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 001.

The number assigned to the Board of Trustees by the Internal Revenue Service is 37-6040563.

Agent for Service of Legal Process

Michael O'Hara, Esq. is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Mr. O'Hara at Cavanagh & O'Hara, 407 East Adams Street, P.O. Box 5043, Springfield, IL 62705 or upon any individual Trustee.

Collective Bargaining Agreements

This Plan is maintained pursuant to collective bargaining, participation, and other written agreements between the Employers and the local Union.

The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of participants working under the collective bargaining, participation, or other written agreements.

Source of Contribution

The benefits described in this booklet are provided through Employer contributions. The amount of Employer contributions and the employees on whose behalf contributions are required to be made are determined by the provisions of the collective bargaining, participation, or other written agreements.

Pension Trust's Assets and Reserves

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses. The Pension Trust's assets are invested by professional investment managers selected by the Board of Trustees.

Plan Year

The records of the Plan are kept separately for each Plan Year. The Plan Year begins on January 1 and ends on December 31.

Type of Plan

This is a defined benefit plan maintained for providing retirement benefits to eligible participants.

Eligibility and Benefits

The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are described in this booklet.

Assignment of Benefits

The Pension Plan contains a provision prohibiting any transfer, assignment, sale, or attachment of a pension benefit.

Non-Duplication of Benefits

You can only be entitled to one pension under this Plan, except that a disability pensioner who recovers may be entitled to a different kind of pension and a pensioner may receive a pension as the spouse of a deceased pensioner.

Information and Proof

If you make a willfully false statement material to your application for benefits or furnish fraudulent information or proof material to the claim, benefits not vested under this Plan may be denied, suspended, or discontinued. The Trustees have the right to recover, through legal proceedings, any benefits paid in reliance on any false statement, information, or proof submitted (including withholding of material fact) plus interest and costs, without limitation by recovery through offset of benefit payments as permitted by the Plan document.

Incompetence or Incapacity of Pensioner or Beneficiary

If the Trustees determine that a pensioner or beneficiary is unable to care for his or her affairs because of mental or physical incapacity, any payment due will be applied to the maintenance and support of such person or to a legally appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the pensioner or beneficiary.

Plan Amendment or Termination

The Board of Trustees has the right to amend or terminate this Plan when required by law or when deemed appropriate. If the Plan is amended or terminated, you will be notified in writing. However, your accrued benefit will not be decreased unless required by law.

Your ERISA Rights

As a participant in the Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to certain rights, as outlined in the following information.

Receive Information about Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts, 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 (EBSA);
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (the Plan Administrator may make a reasonable charge for the copies);
- Receive a summary of the Plan's annual financial report, which the Plan Administrator is required by law to furnish each participant with a copy; and
- Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (generally age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your application for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's application and appeals procedures (see page 18).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents 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 Plan Administrator.

If you have an application 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 your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Fund Administrator. 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 Administrator, you should contact the EBSA at:

Nearest Regional Office
Chicago Regional Office
Employee Benefits Security Administration
200 West Adams Street, Suite 1600
Chicago, Illinois 60606
312-353-0900

National Office
Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
200 Constitution Avenue N.W.
Washington, D.C. 20210
866-444-3272

You may also find answers to your questions and learn more about your rights and responsibilities under ERISA by visiting the EBSA's web site at www.dol.gov/ebsa.

Protecting Your Pension

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

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

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

The PBGC guarantee generally covers:

- Regular and early retirement pensions;
- Disability benefits if you become disabled before the Plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

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

For more information about the PBGC and the benefits that it guarantees, ask your Plan Administrator or contact:

PBGC's Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site on the Internet at www.pbgc.gov.

Definitions

The following general definitions of terms used in the Pension Plan may be helpful in understanding the description of benefits, which are provided under the P1an.

Actuarial Present Value

The value of the benefit now that is payable in the future, given the actuarial assumptions defined in the Plan document, such as mortality rates.

Calendar Year

A Calendar Year is the 12-consecutive month period from January 1 through December 31 and serves as the period for which Years of Vesting Service, Credited Service, and breaks-in-service are computed and recorded.

Contribution Period

Contribution Period is the period during which an Employer is required, by a written agreement, to contribute to the Fund for work in Covered Employment. The first date that contributions were required to be paid to the Fund was October 15, 1963.

Covered Employment

Work for an Employer who contributes to the Pension Fund for a job covered by a written agreement.

For periods prior to the date contributions to the Pension Fund were first required, Covered Employment means employment with an Employer that, if performed after the contribution date, would have resulted in contributions being paid to the Pension Fund.

Employee

A person who works for an Employer required to pay contributions to the Pension Fund for work; this includes non-bargained work and work for the Union. A Class I Employee is one employed in building and construction or heavy construction. A Class II Employee is one employed in building materials essentially year-round when the Employer is operating.

Employee does not include any self-employed person.

Employer or Contributing Employer

Contributing Employer or Employer includes:

- Any employer signatory to a collective bargaining, participation, or any other agreement with the Union requiring contributions to the Fund that has been accepted as a Contributing Employer by the Trustees (provided the Trustees have not terminated the employer's status because of failure to pay contributions);
- The Union, for the purpose of providing benefits for the eligible Employees of the Union for whom the Union is obligated to contribute to the Pension Fund; and
- The Fund, to provide benefits for the eligible Employees of the Fund for whom the Fund will contribute to the Pension Fund, in accordance with the Plan.

Hours of Service

An Hour of Service is each hour for which an Employee is, or is entitled to be, paid by an Employer, including certain hours for vacation, holiday, illness, leave of absence, and back pay. In addition, hours of service include work for a Contributing Employer in a job not covered by this Plan if that non-Covered Employment is continuous with (immediately before or after) employment with that same Employer in Covered Employment.

Generally, an Hour of Service is used to determine participation in the Plan, breaks-in-service, and Vesting Service.

Credited Service is used in the calculation of benefits. Credited Future Service counts Hours of Service only if such hours are for work in Covered Employment for which contributions are required to be made to the Fund. Credited Past Service counts calendar years of work before the Contribution Period in the jurisdiction of the Union.

Normal Retirement Age

Normal Retirement Age is age 65, or, if later, the age of the Employee on the fifth anniversary of his or her participation.

Union

Union means Local Union No. 231 of the Laborers International Union of North America, AFL-CIO.