

**THE CALIFORNIA AND VICINITY  
FIELD IRON WORKERS ANNUITY TRUST FUND  
SUMMARY PLAN DESCRIPTION**

**To All Covered Employees:**

We are pleased to provide you with this booklet explaining your updated Annuity Plan. We believe you will want to read this booklet very carefully so that you will understand your rights to a benefit. We have tried to explain all sections of the Plan as clearly as possible. However, you may have questions after reading this booklet. You can write the Fund Office for answers to any questions you may have about the Plan and how any rule affects you or your beneficiaries.

Please keep in mind that, for your protection, **only the full Board of Trustees is authorized to interpret the Plan.** Information you may receive from the union or individual employers should be regarded as unofficial. To be official, any information or opinion concerning your rights under the Plan must be communicated to you, in writing, signed on behalf of the Trustees.

**Be sure to keep the Fund Office informed of any change in your mailing address to ensure that you receive all communications.**

We hope you will find this booklet helpful and that you and your family will enjoy the protection of the Annuity Plan for many years to come.

Sincerely,

**Trustees**

## **Employee Trustees**

David Alexander  
Emo Coleman  
Jack Estes  
Jim Garner  
Dan Hellevig  
John Rafter  
Joe Standley  
Don Zampa  
Richard Zampa

## **Employer Trustees**

Richard Barbour  
John Everhart  
Charles Krebs  
Nick Lee  
Dave McEuen  
Michael Newington  
Michael Vlaming  
John Ware  
Daniel Welsh

## **Fund Administrator**

Ironworker Employees' Benefit Corporation  
(A Non-Profit Corporation)

131 N. El Molino Avenue, Suite 330  
Pasadena, CA 91101-1878

(800) 527-4613 or (626) 792-7337

## **Legal Counsel**

Bailey and Associates, LLP  
Bruce Bailey, Trust Counsel

## **Consultants and Actuaries**

The Segal Company

## **Auditor**

Bernard Kotkin and Company

The following material has been prepared to explain as clearly as possible your rights and benefits and other important features of your Annuity Plan. For purposes of clarity, some of the precise detail of the rules has been summarized. Every effort has been made to assure the accuracy of this summary. However, we must emphasize that nothing in this summary is intended to change the rules of the Plan in any way. In the event any question is created, your rights will be determined in accordance with the actual rules of the Plan and by the procedures prescribed in the Plan. The full text of the Plan is in the last section of this booklet.



Only the full Board of Trustees is authorized to interpret the Plan. Neither the union nor any employer is authorized to interpret the Plan or to act as an agent of the Board of Trustees. If you have any questions about the Plan, you should contact the Fund Office. The staff has the most current information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any questions. Address your inquiries to:

**Ironworker Employees' Benefit Corporation**  
131 North El Molino Avenue, Suite 330  
Pasadena, California 91101-1878

**TABLE OF CONTENTS**

**PLANS TERMS AND DEFINITIONS ..... 1**

**A BRIEF SUMMARY OF THE PLAN ..... 3**

**Individual Accounts ..... 3**

**Vesting ..... 3**

**Investment Contributions ..... 3**

**Contributions for Qualified Military Service ..... 3**

**Eligibility for Benefits ..... 4**

**Forms of Benefit Payment..... 4**

**Married Participants ..... 4**

**Unmarried Participants ..... 4**

**Optional Forms of Payment..... 5**

**Death Before Retirement ..... 5**

**Married Participants ..... 5**

**Unmarried Participants ..... 5**

**Automatic Lump-Sum Payments ..... 6**

**Suspension of Pension Payments for Certain Employment After Retirement ..... 6**

**Prohibited Employment Before Age 62..... 6**

**Prohibited Employment Between Age 62 and Age 70½..... 6**

**Trust Office..... 7**

**Suspension of Pension Payments..... 7**

<b>Pension Payments Following Suspension .....</b>	<b>8</b>
<b>When to Apply for Benefits .....</b>	<b>8</b>
<b>How to Apply for Benefits .....</b>	<b>8</b>
<b>Are Taxes Withheld From Payments?.....</b>	<b>9</b>
<b>How to Appeal a Decision on Your Benefits .....</b>	<b>9</b>
<b>Determination of a Benefit Claim.....</b>	<b>9</b>
<b>Non-Disability Benefits .....</b>	<b>9</b>
<b>Disability Benefits.....</b>	<b>9</b>
<b>Notice of Claims Denial.....</b>	<b>10</b>
<b>Right to Appeal .....</b>	<b>10</b>
<b>Review of Appeal .....</b>	<b>11</b>
<b>Let Us Know Where You Are .....</b>	<b>13</b>
<b>If Your Marital Status Changes .....</b>	<b>13</b>
<b>If You Are Thinking About Retirement or Terminating Employment.....</b>	<b>13</b>
<b>Keep Your Records .....</b>	<b>13</b>
<b>Designation of Beneficiary .....</b>	<b>13</b>
<b>Any Questions? Ask the Fund Office.....</b>	<b>13</b>
<b>INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974.....</b>	<b>14</b>
<b>TEXT OF PENSION PLAN .....</b>	<b>20</b>

## **PLAN TERMS AND DEFINITIONS**

To assist you in understanding your benefits provided by the Annuity Plan, following are general definitions of terms used in describing the Plan. The actual Plan document includes these and other definitions in greater detail.

### **Accumulated Share**

The amount which is paid to you or your beneficiaries once the eligibility requirements have been met. Your Accumulated Share is the amount in your Individual Account as of the last calendar month before the date payment is due less pro-rata quarterly expenses accrued as of the date of payment. Pro-rata quarterly expenses shall be calculated at a monthly rate of 33 1/3% of the last quarter's Administrative Charge to the Individual Account.

### **Administrative Expense**

Administrative Expenses are all non-investment expenses of the operation of the Annuity Trust. Individual Accounts are billed on June 15, September 15, December 15 and March 15 for such expenses.

### **Fiscal Year**

The twelve consecutive month period from June 1 of one year through May 31 of the following year.

### **Fund Office**

This is the office to which all communications about your benefits should be addressed. It is the office to which anything for the Trustees should be sent. Any inquiries about your rights and benefits and responsibilities under the Plan and any notice you may be required to give the Plan should be addressed to this office. The address and telephone number are:

#### **Ironworker Employees' Benefit Corporation**

131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1878  
(800) 527-4613 or (626) 792-7337

### **Individual Account**

The account established and maintained for each Participant in this Plan.

### **Participant**

Any employee who performs work covered by the Collective Bargaining Agreements for an Employer who is required to make contributions to this Plan or a Pensioner receiving benefits from the Plan.

**Recordkeeper**

The recordkeeper with respect to the Individual Accounts is The Vanguard Group or such other mutual fund group selected by the Trustees for the purpose of investing funds for an Employees' Individual Account.

**Valuation Date**

The date on which Individual Accounts are valued. The Valuation Date is May 31 of each Fiscal Year.

## **A BRIEF SUMMARY OF THE PLAN**

### **Individual Accounts**

An Individual Account is set up for each Employee when the first contribution is received on his behalf. All of the contributions made on an Employee's behalf by an Employer are recorded in the Employee's Individual Account.

On each Valuation Date (May 31), each Employee's Individual Account is valued in accordance with the following formula:

The amount in the Employee's Individual Account as determined by the Recordkeeper as of May 31st, minus the pro-rata accrued quarterly Administrative Expenses incurred since the previously billed quarterly Administrative Expenses.

### **Vesting**

A Participant is always 100% vested in the amount in his Individual Account.

### **Investment Contributions**

The Plan allows Employees to select among certain mutual funds for investment of his Individual Account. The choices are the sole responsibility of the Employee and the choices have been established by the Trustees in conformance with regulations issued by the Secretary of Labor pursuant to Section 404(c) of ERISA. If an Employee does not direct the investment of Individual Account, the amount in each Employee's Individual Account is deposited so that 2/3rds of any amount in the Individual Account will be invested with Vanguard Total Bond Market Index Fund and 1/3rd will be invested with Vanguard Prime Money Market Fund. The assets of the Plan which are not self-directed by the Employee will be invested with the primary objective of preserving the contributions made on behalf of all the Employees. Consistent with preservation of principal, the Plan will seek a prudent rate of return while minimizing exposure to losses or wide swings in market value. It is emphasized, however, that there is no guarantee of investment return or principal when investing in securities.

### **Contributions for Qualified Military Service**

If an Employee serves in the uniformed services of the United States and is subsequently reemployed by an Employer, the Employee may qualify for contributions to be made to the Annuity Plan for such period(s) under the Uniformed Services Employment and Reemployment Rights Act of 1994 of "USERRA." In order to qualify for the contributions the Employee must satisfy the following requirements:

- Work for an Employer in covered employment prior to military service.
- Be discharged from the military service under honorable conditions.
- Satisfy USERRA's advance notice (to employer) requirement prior to the military leave, except as otherwise specified by USERRA.
- Remain on leave for no more than five years, except as otherwise specified by USERRA.
- Apply for reemployment within the time frame specified by USERRA.

Contributions for military service will be based upon the average Employer Contribution made on the employee's behalf during the 12-month period immediately preceding the military service, or if shorter, the period of employment immediately preceding the military service.

### **Eligibility for Benefits**

When a Participant retires or terminates his employment, he will be entitled to receive his Accumulated Share when he meets one of the following requirements. The Accumulated Share is the amount in the Participant's Individual Account as of the most recent Valuation Date plus interest and Employer contributions, if any, received on the Participant's behalf since that Valuation Date.

1. Retirement at age 62 or older.
2. Retirement on a Service Pension from the California Ironworkers Field Pension Plan.
3. At any age younger than 62 if there have been no contributions to the Participant's Individual Account for at least six (6) consecutive months.
4. Total and permanent disability.

### **Forms of Benefit Payment**

The Plan will automatically pay your benefits in one of the two basic forms of payment described below, depending upon your marital status when you receive your benefits. If you prefer, you and, if applicable, your spouse, may reject this form of payment and elect one of the optional forms described on page 8.

**Married Participants:** If you are married on the date your Individual Account becomes payable, the automatic form of payment will be a 50% Joint and Survivor Annuity. This is required by Federal law. This means that the value of your Accumulated Share will be used to purchase an annuity which will pay a fixed monthly benefit to you for your life and, upon your death, 50% of such monthly benefit will be paid to your surviving spouse until your spouse's death.

If you and your spouse do not want the 50% Joint and Survivor Annuity, you may reject it and, with your spouse's written consent, elect to have your benefits paid in one of the optional forms described in the section entitled "Optional Forms of Payment." If you wish to elect an optional form of benefit you must make an election on a form provided by the Fund Office not more than 90 days before your annuity starting date. Your election form must contain the notarized signatures of you and your spouse. You and your spouse may reject the 50% Joint and Survivor Annuity or revoke a previous rejection at any time during the 90-day period.

**Unmarried Participants:** If you are not married on the date your Individual Account becomes payable, the automatic form of payment will be a Life Annuity. This is required by Federal law. This means that the value of your Accumulated Share will be used to purchase an annuity which will pay a fixed monthly benefit to you for your life and, upon your death, no further benefit will be payable.

If you do not want this form of payment, you may reject it and elect to receive payment in one of the optional forms described in the following section. Your rejection must be in writing and contain your notarized signature.

### **Optional Forms of Payment**

If you have properly rejected the applicable automatic form of payment described in the preceding section, you may elect to receive your benefit in one of the following payment forms:

1. A single lump-sum payment; or
2. Monthly installments for a specified period of ten (10) years or more, if you are at least age 55.

The second option provides fixed monthly benefits to you for a specified period of at least ten years with the guarantee that you will receive a specified number of monthly payments; if you should die prior to receipt of all monthly payments, your beneficiary will receive the remaining balance of payments; if you die after receiving all monthly payments, no benefit is payable to your beneficiary. You may elect the number of years in which you want to receive payments, however, federal regulations impose certain limits on the length of the installment period based on your age.

Once you begin receiving monthly installment payments, you may elect to have the remainder of your Individual Account paid in a lump-sum. If you are married, your spouse must also consent to the lump-sum distribution.

Also, beginning January 1, 1993, if you receive payment in a lump-sum, the Fund is required by law to withhold 20% of the distribution for income taxes unless you rollover your benefit into another qualified plan or an Individual Retirement Account (IRA). See page 12.

### **Death Before Retirement**

If you should die before receiving payment of your Accumulated Share, your Accumulated Share will be paid as follows:

**Married Participants:** If you are married on your date of death, the automatic form of benefit will be a Life Annuity for your surviving spouse. This means that the value of your Accumulated Share will be used to pay a fixed monthly benefit to your spouse for her lifetime with all payments ending on your spouse's death.

This benefit is automatically payable to your spouse even if you have named someone other than your spouse as your beneficiary.

If your surviving spouse does not want this form of payment, she may reject it and elect to receive payment in the form of a lump-sum.

**Unmarried Participants:** If you are not married on your date of death, your Accumulated Share will be paid to your designated beneficiary in the form of a lump-sum payment.

In order to be sure that your Accumulated Share is paid to the person you want to receive it, be sure to file a beneficiary designation with the Fund Office and keep it up to date. If you do not designate a beneficiary, your Accumulated Share will be paid to the person determined by the Trustees to be the object of natural bounty or to your estate.

### **Automatic Lump-Sum Payments**

If the Accumulated Share payable to you, your spouse or a beneficiary is \$5,000 or less, the Trustees will automatically pay your Accumulated Share in a lump-sum payment and no other method of payment will be available.

### **Suspension of Pension Payments for Certain Employment After Retirement**

To receive monthly pension payments, a Participant must retire and cannot do work covered by the Plan rules. If a Pensioner takes work which is prohibited by the Plan regulations, he must notify the Plan in writing within 3 days after he starts work. His monthly pension will be suspended while he is in prohibited employment in addition to a period of six months after his prohibited employment ends, but not beyond age 62.

### **Prohibited Employment Before Age 62**

Before age 62, a Pensioner cannot work in the building and construction industry, including employment with any trust fund that provides benefits for persons employed in the building and construction industry, wherever such employment or activity may be performed.

### **Prohibited Employment Between Age 62 and Age 70½**

Between age 62 and his Required Beginning Date (April 1 immediately following the calendar year in which the Participant reaches age 70½), a Pensioner may work up to 40 hours in a calendar month, in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan. The same industry means any industry that included any employment covered by the Plan when the Participant retired. The same trade or craft means an occupation in which the Participant was employed at any time under the coverage of the Plan, any occupation utilizing the same skill(s), and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s). The same geographic area means the States of California, Arizona, and Nevada.

Beginning with the April 1 immediately following the calendar year in which a Participant attains age 70½, there are no restrictions on the type of work he may perform while receiving pension payments from this Plan.

## **Trust Office**

A Pensioner may work in one of the offices of this Trust Fund and continue to receive his annuity benefits. There are no restrictions on the type or amount of such work.

## **Suspension of Pension Payments**

If you are retired and take work which is prohibited by the regulations, you must notify the Fund Office, in writing, within 3 days after you start work.

If you are younger than age 62, your pension payments will be suspended for the months during which you are employed and for an additional period of six months after you end the prohibited employment, but not beyond age 62.

If you are between age 62 and your Required Beginning Date, your pension payments will be suspended for the months during which you worked more than 40 hours as described above. If you are over age 62 and fail to notify the Fund Office within 3 days, as required, it will be presumed, unless and until you provide evidence to the contrary, that you were employed in excess of forty (40) hours per calendar month for as long as the Employer by whom you are employed has been engaged in the project on which you are working.

You must provide the Trustees with such information as they may request in order to establish the nature and extent of any employment after the date of commencement of your benefits. Any pension payments otherwise due may be withheld pending adequate response to such request.

If your pension has been suspended, you must advise the Trustees, in writing, when your disqualifying employment has ended. Benefit payments will be held back until such notice is filed with the Trustees.

You may, in writing, request from the Trustees a determination whether contemplated employment will be disqualifying and the Trustees will provide you with their determination.

The Trustees will inform you of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which your benefits are withheld. Such notice will include a description of the specific reasons for the suspension, a description and references to the relevant Plan provisions, reference to the applicable regulations of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension.

You are entitled to a review of a determination suspending your benefits or a determination that contemplated employment will be disqualifying. The request for review must be filed, in writing, with the Trustees within 180 days of the notice of suspension of benefits. See page 12 for additional details.

## **Pension Payments Following Suspension**

Benefits shall be resumed after the last month for which benefits were suspended, with payment beginning no later than the third month after the last calendar month for which your benefit was suspended, provided you have complied with the notification requirements described above.

If you were receiving installment payments when your benefits were suspended and additional contributions were made for your work during the time your benefits were suspended, you may elect a new form of payment at the time you retire again. If no additional contributions were made to the Plan, your benefits will resume in the form of payment and the monthly amount you were receiving at the time your benefits were suspended.

## **When to Apply for Benefits**

You may apply for benefits whenever you stop working and meet the eligibility requirements outlined on page 7. Your surviving spouse or beneficiary should apply for benefits following your death.

You should apply as far in advance as possible since it may take several months to complete the application process.

If you do not apply for your Accumulated Share within 6 years after you stop working and become eligible, your Accumulated Share will be credited to operating expenses. Should you later apply for benefits, an amount equal to the amount credited to operating expenses will be paid to you.

You must apply for your Accumulated Share no later than April 1 following the year in which you attain age 70½.

## **How to Apply for Benefits**

The first step in applying for benefits is to request an application from the Fund Office. After you file your application, you will receive information about your benefit choices.

You may need copies of certain documents, such as birth certificate, marriage certificate, etc. The application will explain what you need.

If you are applying for benefits due to total disability, you must submit proof of your disability.

If your surviving spouse or beneficiary is applying for benefits as a result of your death, a copy of the death certificate will be needed.

These forms and any other documents necessary to determine your eligibility for or the amount of your pension benefits must be received by the Fund Office within one year of the date your application is received. If any requested documents are received later, you will be required to complete a new application and the effective date of your pension may be delayed.

## **Are Taxes Withheld from Payments?**

The rules governing the taxation of annuity benefits are very complex. In general, if your benefits are paid in monthly payments over your lifetime, you may elect whether to have taxes withheld from each payment. If benefits are paid in a lump-sum to you, you may elect to rollover your distribution into an IRA or another qualified retirement plan. If your benefits are not rolled over, the Fund is required to withhold 20% of the payment for taxes. If the payment is to your non-spouse beneficiary, the tax consequences can be different.

When you apply for benefits, the Fund Office will send you more detailed information on the taxation of your benefits and your withholding options. However, since these rules are very complicated, you may wish to consult a qualified tax advisor to determine the appropriate withholding for your personal situation.

## **How to Appeal a Decision on Your Benefits**

### **Determination of a Benefit Claim**

Your claim will be considered filed when your application is received by the Fund Office. If all the necessary information does not accompany your application, the Trust Office will notify you, in writing, regarding what is needed to complete your claim.

The period of time during which the Plan is required to respond to your claim depends on whether you are applying for non-disability or disability benefits (refer to Article III, Section 4(b) of the Plan document).

### **Non-Disability Benefits:**

The initial determination of benefits will be made within a reasonable period of time but not later than 90 calendar days after the Trust Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 90-day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

If the Trust Office determines that special circumstances require an extension of time for processing the claim, the Trust Office will notify you, in writing, prior to the expiration of the 90 days of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination. The extension cannot be more than 90 calendar days from the end of the initial 90-day period.

### **Disability Benefits:**

The initial determination of benefits will be made within a reasonable period of time but not later than 45 calendar days after the Fund Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 45-day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

The initial 45-day period may be extended for up to 30 calendar days, to a total of 75 calendar days, if an extension of time is necessary due to matters beyond the Plan's control. The Fund Office will notify you, in writing, prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination.

If the Plan needs a second extension of time to make a determination due to circumstances beyond its control, you will be notified of an additional extension of up to 30 calendar days, or a maximum of 105 calendar days after the initial receipt of your application. Before the end of the first 30-day extension period, the Fund Office will notify you, in writing, of the circumstances requiring the extension and will give you the new date by which a determination will be made.

**If an application for benefits is not acted on within these time periods, you may proceed to the appeal procedures as if the claim had been denied.**

### **Notice of Claim Denial**

If the Plan denies your application for benefits, in whole or in part, you will be notified in writing of the determination and be given the opportunity for a full and fair review of the benefit decision. The written notice of denial will include:

1. The specific reason(s) for the denial;
2. The specific reference to pertinent Plan provision(s) on which the denial is based;
3. A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
4. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your rights to bring civil action under §502(a) of ERISA following an adverse benefit determination on review; and
5. For a claim for disability benefits: If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, a statement that such rule, guideline, protocol or other similar criterion was relied upon and that a copy of that document will be provided to you free of charge upon request.

### **Right to Appeal**

If you apply for benefits and your claim is denied, or if you believe that you did not receive the full amount of benefits to which you are entitled, you have the right to petition the Trustees for reconsideration of its decision. Your petition for reconsideration:

1. Must be in writing; and
2. Must state in clear and concise terms the reason(s) for your disagreement with the decision of the Trustees; and

3. May include documents, records, and other information related to the claim for benefits; and
4. Must be filed by you or your authorized representative with the Fund Office within 60 days after you received notice of denial. In the case of a claim for disability benefits, your petition for reconsideration must be filed with the Fund Office within 180 days after you received notice of denial. Failure to file an appeal within these time limits will constitute a waiver of your rights to a review of the denial of your claim. A late application may be considered if the Trustees finds that the delay in filing was for reasonable causes.

Upon request, you will be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; including, in the case of a claim for disability benefits under Article III, Section 4(b) of the Plan, any statement of policy or guidance with respect to the Plan concerning the denial of such disability benefits, without regard to whether such advise or statement was relied upon in making the benefit determination.

### **Review of Appeal**

A properly filed appeal will be reviewed by the Trustees (or by a subcommittee authorized to act on behalf of the Trustees) at its next regularly scheduled quarterly meeting. However, if the appeal is received within 30 days prior to such meeting, the appeal may be reviewed at the second quarterly meeting following the receipt of your appeal. If special circumstances require an extension of time, the Board of Trustees will render a decision at the third scheduled quarterly meeting following the receipt of your appeal. The Fund Office will notify you, in writing, before the beginning of the extension of the special circumstances and the date that the Trustees will make its decision.

The Trustees will review all submitted comments, documents, records and other information related to your claim, regardless of whether the information was submitted or considered in the initial benefit determination. The Trustees will not give deference to the initial adverse benefit determination.

In deciding an appeal that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall not be an individual who was consulted in connection with the initial adverse benefit determination, nor the subordinate of that individual.

**You will receive written notification of the benefit determination on an appeal no later than 5 calendar days after the benefit determination is made.**

The written notification of the benefit determination will include the reason(s) for the determination including references to the specific Plan provisions on which the determination is based. The written notification will also include a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. The written notification of an adverse

benefit determination in regard to disability benefits will also include the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.

**The denial of a claim to which the right to review has been waived, or a decision of the Trustees or its designated committee with respect to a petition for review, is final and binding upon all parties, subject only to any civil action you may bring under ERISA. Following issuance of the written decision of the Trustees on an appeal, there is no further right of appeal to the Trustees or right to arbitration.**

## **Let us know where you are**

You should keep the Fund Office informed of any change in your mailing address to ensure you receive all communications. The address and telephone number are:

### **Ironworker Employees' Benefit Corporation**

131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1878  
(800) 527-4613 or (626) 792-7337

## **If your marital status changes**

Inform the Fund Office.

## **If you are thinking about retirement or terminating employment**

Contact the Fund Office to request an application form. Obtain the information you need and file an application in plenty of time. You will need copies of certain documents such as birth certificate, marriage certificate, etc. The application will explain what you need.

## **Keep your records**

The accuracy and completeness of the records of your work in covered employment is an important factor in determining the value of your Individual Account. You can protect yourself by checking your work records against the statements you receive from the Plan. Try to keep pay vouchers, payroll check stubs and other evidence of your employment until you are sure you have been credited with that work. Please advise the Fund Office of any errors as soon as possible. The Trustees reserve the right to adjust the Plan's records if errors are discovered.

## **Designation of Beneficiary**

You should, for the protection of the person or persons you want to receive the Plan's death benefits, be sure that you have made your beneficiary designation known to the Fund Office. If your beneficiary should die or, for any other reason, you want to change your choice, you should inform the Fund Office.

**Remember:** If you are married on the date of your death, benefits are automatically paid to your spouse, if surviving.

## **Any questions? Ask the Fund Office**

You should contact the Fund Office about any questions you have on the Plan or about any disagreement you may have concerning your records. Remember, only information in writing, signed on behalf of the Trustees, can be considered official.

# **INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974**

In conformity with certain governmental regulations, the following technical information is supplied to you.

**1. Official Name of the Plan**

California and Vicinity Field Ironworkers Annuity Trust Fund

**2. Parties Maintaining the Plan**

Trustees

California and Vicinity Field Ironworkers Annuity Trust Fund  
131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1878

A complete list of the employers and employee organizations sponsoring the Plan may be obtained upon written request to the Fund Office and is available for examination by Participants and beneficiaries.

Any Participant or beneficiary may request, in writing, information as to whether a particular employer or organization is a sponsor of the Plan (and that sponsor's address).

**3. Type of Plan**

This is a Defined Contribution, ERISA section 404(c) plan. The fiduciaries of this plan may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by a participant or beneficiary.

This is also a collectively bargained, joint-trusteed labor-management trust.

**4. Internal Revenue Service Plan Identification Number and Plan Number**

The Plan Identification Number (EIN) is 95-3304279  
The Plan Number is 002

**5. Source of Financing of the Plan**

All contributions to the Plan are made by employers at fixed rates per hour worked or paid for in accordance with the Collective Bargaining Agreements.

**6. Recordkeeping Period**

June 1 of one year through May 31 of the following year.

## 7. Names and Address of the Trustees

### Employee Trustees

David Alexander  
Ironworkers Local 416  
13830 San Antonio Drive  
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Emo Coleman  
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Joe Standley  
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Don Zampa  
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Richard Zampa  
District Council of Ironworkers  
1660 San Pablo Avenue, Ste C  
Pinole, CA 94564

### Employer Trustees

Richard Barbour  
The Herrick Corporation  
7021 Koll Center Parkway  
Pleasanton, CA 94566

John Everhart  
131 N. El Molino Avenue, Ste 330  
Pasadena, CA 91101

Charles Krebs  
Rebar Engineering, Inc.  
10706 Painter Avenue  
Santa Fe Springs, CA 90670

Nick Lee  
131 N. El Molino Avenue, Ste 330  
Pasadena, CA 91101

Dave McEuen  
California Erectors Bay Area  
4500 California Court  
Benicia, CA 94510

Michael Newington  
Western Steel Council  
151 N. Sunrise Ave., Ste 1002  
Roseville, CA 95661

Michael Vlaming  
Industrial Contractors UMIC, INC  
2173 Francisco Blvd, Ste I  
San Rafael, CA 94901

John Ware  
Fontana Steel, Inc.  
12451 Arrow Hwy.  
Etiwanda, CA 91739

Daniel Welsh  
Washington Iron Works  
17926 S. Broadway  
Gardena, CA 90248

## **8. Plan Administrator**

Trustees

California and Vicinity Field Ironworkers Annuity Trust Fund  
131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1878

### **The routine administrative functions are performed by:**

Ironworker Employees' Benefit Corporation  
131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1878  
(800) 527-4613 or (626) 792-7337

## **9. Agent for Service of Legal Process**

Bailey and Associates  
Bruce Bailey, Trust Counsel  
201 South Lake Avenue, Suite 806  
Pasadena, CA 91101

Service of legal process may also be made on a Plan Trustee or Plan Administrator.

## **10. Collective Bargaining Agreements**

The Plan is maintained pursuant to a Collective Bargaining Agreement. Copies of the agreements may be obtained by Participants and Beneficiaries upon written request to the Plan Administrator.

Copies of these agreements are also available for examination by Participants and Beneficiaries at the Fund Office.

## **11. Funding Medium**

Benefits are provided directly from the Plan's assets which are accumulated under the provisions of the Trust Agreement. The assets are held in custody and invested by the Trustees.

## **12. Description of Provisions for Non-forfeitable Benefits**

Each participant is 100% vested in his Individual Account.

## **13. Qualified Domestic Relations Order (QDRO)**

Participants and Beneficiaries can obtain a free copy of the Plan's QDRO procedures from the Fund Office.

#### **14. Description of Circumstances Which May Result in Disqualification, Ineligibility, Denial or Loss of Benefits**

Refer to Article III, Section 5 and Article IV, Section 2 of the Annuity Plan for a complete description.

#### **15. Claims Procedures**

An application for benefits must be filed, in writing, with the Fund Office.

If a Participant or beneficiary wishes to appeal a denial of a benefit, in whole or in part, a request for a review must be filed within 60 days after receiving the denial. The claimant will be informed of the time and place of any hearing on the appeal.

For a complete description, refer to pages 40 and 41.

#### **16. Pension Benefit Guaranty Corporation (PBGC)**

Your benefits under this plan are not insured by the PBGC. The PBGC only insures defined benefit plans. Your plan is a defined contribution plan.

#### **17. ERISA Rights**

As a Participant in the California and Vicinity Field Iron Workers Annuity Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

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

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit 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.

### **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 an annuity 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 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 up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that the 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 the 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 cost and fees, for example, if it finds your claim frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory. Alternatively, you may obtain assistance by calling EBSA toll-free at (866) 444-EBSA (3272) or writing to the following address:

Division of Technical Assistance and Inquires, 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 EBSA brochure request line at (800) 998-7542 or contacting the EBSA field office nearest you. You may also find answers to your plan questions and a list of EBSA field offices at the website of EBSA at <http://www.dol.gov/ebsa>.

## **18. Plan Termination**

The collective bargaining parties intend to continue this Plan indefinitely. Nevertheless, they reserve the right, subject to the provisions of the Collective Bargaining Agreement, to terminate, modify, change, or amend the Plan.