

**THE CALIFORNIA IRONWORKERS  
FIELD PENSION TRUST  
SUMMARY PLAN DESCRIPTION**

## **A Message from the Board of Trustees**

### **To ALL COVERED EMPLOYEES:**

This new edition of the Pension Plan section of your binder has been prepared to make it easy for you to find the information you need. Here are some of the features you'll see:

- a chart showing highlights of the Pension Plan
- chapters on such topics as how you earn a benefit as you work, when you can retire, the types of pensions available, and how pension benefits are calculated
- a chapter on how life events (marriage, divorce, adding a child to your family, etc.) may affect your participation in the Pension Plan
- special guides for those who leave covered employment before retirement age and spouses and beneficiaries of deceased participants

### **Summary Plan Description**

This first part of the binder section, leading up to the Pension Plan Rules and Regulations, is your Summary Plan Description (SPD). The SPD is intended to explain the major provisions of the Pension Plan in simplified language. Nothing in the SPD is meant to interpret, extend, or change in any way the provisions expressed in the Rules and Regulations. If there is any discrepancy between the SPD and the Rules and Regulations, the Rules and Regulations will govern.

### **Date of This Edition**

The information in this booklet is based on the Plan provisions in effect as of October 2004. It supersedes and replaces the prior SPD and any notices about changes to that SPD.

Because many participants have long work histories, the SPD includes information about some of the provisions that have determined benefits and benefit accruals in the past. However, no attempt has been made to cover all of the provisions that were in effect in the past. The SPD is intended to discuss how the Plan works for currently active participants and those who will retire under the Rules and Regulations in effect as of the issue date.

### **Questions?**

If you have any questions about your Pension Plan, please contact the Administrative Office:

Ironworker Employees' Benefit Corporation  
131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1814  
800-527-4613 or 626-792-7337

Please remember that only the full Board of Trustees is authorized to interpret the Plan. Information you receive from the Union or individual employers or their representatives should be regarded as unofficial. Any information or opinion concerning your rights under the Plan, to be official, must be communicated to you in writing, signed on behalf of the full Board of Trustees.

Please read this SPD carefully and keep it in your binder for future reference. If you are married, please share the SPD with your family. We hope that you will find this SPD

helpful and that you and your family will enjoy the protection of the Plan for many years to come.

Sincerely,

BOARD OF TRUSTEES

**CALIFORNIA IRONWORKERS FIELD PENSION TRUST**

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<b>HIGHLIGHTS OF YOUR PENSION PLAN</b>	
<b>Who's eligible</b>	You, if your employer is required to contribute to the Pension Trust on your behalf, by the terms of a collective bargaining agreement or other agreement or resolution
<b>When you start participating</b>	The June 1 or December 1 after a period of 12 consecutive months in which you complete at least 1,000 hours of service in employment for a participating employer
<b>Who pays for the benefits</b>	Benefits are based on contributions made to the Pension Plan by your employer. You are not required (or allowed) to make contributions to the Pension Plan.
<b>What determines your benefit amount</b>	<ul style="list-style-type: none"> <li>• The number of pension credits you accumulate</li> <li>• When you earned the pension credits</li> <li>• What benefit formula(s) apply to your pension credits (this is determined by when you have a separation from service or retire)</li> <li>• The type of pension you retire on and the payment form</li> </ul>
<b>When you vest</b> <i>(acquire rights to your accrued benefit)</i>	<p>After you accumulate 5 years of vesting service credit (disregarding any credit you earned before a permanent break in service). You can also vest by reaching normal retirement age.</p> <p>You generally earn a year of vesting service credit for each Plan year you complete at least 1,000 hours of service in covered employment.</p>
<b>What pension types are available</b>	<ul style="list-style-type: none"> <li>• Regular pension (starting as early as age 62, if you meet the requirements)</li> <li>• Early retirement pension (starting as early as age 45, if you meet the requirements, with a reduced monthly benefit in exchange for the early start)</li> <li>• Disability pension (if you retire because you are totally disabled)</li> <li>• Service pension (starting before age 62 but calculated like a regular pension, if you meet the service and other requirements)</li> <li>• Vested pension (if you leave covered employment after vesting and apply for your pension later, when you are retiring)</li> <li>• Pro rata pension (if you are combining service under this Pension Plan and recognized related plans)</li> </ul> <p><i>You can also delay the start of your pension past normal retirement age and receive an increased benefit for delayed retirement. Vested and pro rata pensions can be calculated as regular, early retirement, or delayed retirement pension amounts, depending on when you retire.</i></p>
<b>What forms of payment are available</b>	<ul style="list-style-type: none"> <li>• Husband-and-wife pension (pays you a lifetime monthly benefit and pays a lifetime monthly benefit of 50%, 75%, or 100% of that amount to a surviving legal spouse)</li> <li>• Single-life pension with 36-month guarantee (pays you a lifetime monthly benefit; if you die before 36 monthly payments are made, makes payments to a beneficiary for the remainder of the 36-month period)</li> <li>• Level income option (helps even out income by making your combined pension and Social Security payments roughly the same before and after Social Security starts)</li> </ul>
<b>If you die before retiring</b>	Your spouse or other beneficiary may be eligible for death benefits.

**Chapter 1**

# **STARTING YOUR PARTICIPATION**

Discussed in this chapter are:

- Who's eligible to participate
- When participation begins

## **WHO'S ELIGIBLE TO PARTICIPATE**

You are eligible to participate in the Pension Plan if you perform field ironwork or work in the Metal Building, Light Gauge, Residential and Miscellaneous classification under a collective bargaining agreement that requires your employer to make contributions to the Trust.

Employees not covered by the collective bargaining agreement may participate if their employer has agreed to make contributions on their behalf.

The following employees are also eligible to participate if the Board of Trustees has passed a resolution allowing their participation: officers and employees of local unions, employees of the Board of Trustees, and employees of other employers the Board of Trustees allows to participate. The last-named may be subject to special rules.

NOTE: The Pension Plan does not cover work done by any owner-operator, partner, independent contractor, or self-employed person.

## **WHEN YOU CAN START**

You become eligible to participate in the Plan on the June 1 or December 1 next following a period of 12 consecutive months in which you complete at least 1,000 hours of service in covered employment for a participating employer.

Covered employment means work for which your employer is required to contribute to the Trust. Hours of service in non-covered employment may also be used to meet the 1,000-hour requirement if they are for the same employer and are continuous with your covered employment, meaning you did not quit, you were not discharged, or your employment was not otherwise terminated between periods.

**To remain a participant, you will need to continue meeting certain service requirements until you are vested—have earned ownership of your benefit. See chapters 3 and 4 for more information on service requirements and vesting.**

## **Frequently Asked Questions**

### **Q Do I need to do anything to enroll in the Pension Plan?**

**A** No, you will become a participant automatically when you meet the eligibility requirements. You should, however, complete a beneficiary designation form and submit it to the Administrative Office. Beneficiary designation forms are available from the Administrative Office or local union office.

If you are married and you wish to have anyone other than your spouse be your beneficiary, you will need your spouse's approval.

### **Q What happens if my employment isn't steady?**

**A** Once you have established eligibility, you will remain a participant as long as you complete at least 350 hours of service in covered employment per Plan year. See chapter 3 for information on what constitutes hours of service in covered employment. That chapter also explains how you can "repair" breaks in service and at what point you would need to re-establish eligibility as a new participant.

**Chapter 2**

**EARNING CREDITS**

Discussed in this chapter are:

- Vesting service credits
- Pension credits

Your work time is measured for pension purposes in two types of units:

- Vesting service credits. These determine whether you are vested in your benefit and are part of the eligibility requirements for certain types of pensions.
- Pension credits. These determine the amount of any pension you receive and are also part of the eligibility requirements for certain types of pensions.

**VESTING SERVICE CREDITS**

Once you are vested in your benefit, you have a right to a pension even if you leave covered employment before retirement.

You earn 1 year of vesting service credit for each Plan year you complete 1,000 or more hours of service in covered employment (including periods before you became a Plan participant).

Those 1,000 hours can include hours you work in a job not covered by this Plan if they are continuous with work in covered employment and are for the same employer.

They can also include time in military or other uniformed service, if you qualify for pension credits for such time. See "Pension Credit During Military Service" under "Pension Credits" later in this chapter for details.

NOTE: You can lose your accumulated vesting service credits if you have a break in service before you are vested. See chapter 3 for more information.

**You become vested by earning 5 years of vesting service credit. See chapter 4 for more information on vesting.**

**Frequently Asked Questions**

**Q Does vacation time count toward the 1,000 hours?**

**A** Yes, hours of service include not only hours you perform work but all hours paid for, including vacations, holidays, and disability time covered by certain disability benefits.

**Q If I have less than 1,000 hours of service, do I get a partial vesting service credit?**

**A** No, you either qualify for vesting service credit for a Plan year or you do not. If you have less than 1,000 hours of service, you get no vesting service credit for the Plan year. If you have 2,000 hours of service, you still get only 1 year of vesting service credit.

## PENSION CREDITS

The number of hours you must work to earn a pension credit is specified in the Plan's Rules and Regulations and has varied over the years. The pension credit earned for any particular year is determined by the schedule in effect when the work was performed. One pension credit represents roughly 1 Plan year of service in covered employment.

Any credit earned since June 1, 1958, is called a "future service" pension credit. This is to contrast it with a "past service" pension credit, which participants may receive for work before June 1, 1958, in what is now covered employment.

NOTE: You can lose your accumulated pension credits if you have a break in service before you are vested. See chapter 3 for more information.

### Future Service Pension Credits

The chart below shows the different requirements for earning future service pension credits since 1958. Your credits may also be affected by a now-discontinued hours bank provision, your employer's contribution rate, and whether you have military service or a period of disability that qualifies for credit. These are discussed following the chart.

<b>Earning Future Service Pension Credits</b>		
<b>Time Period</b>	<b>Requirement</b>	<b>Future Service Pension Credit Granted</b>
Currently (since June 1, 1964)	You work at least 350 hours in covered employment in a Plan year	1/12 of a future service pension credit for each 117 hours worked
	You work less than 350 hours in covered employment but you earn a year of vesting service for the Plan year (applies only to Plan years after May 31, 1976)	A prorated portion of a full pension credit (your hours of work in covered employment divided by 2,000 hours)
Between June 1, 1958, and May 31, 1964	The Trust received employer contributions for you for less than 350 hours in the Plan year	No future service pension credit
	The Trust received employer contributions for you for 350 to 699 hours in the Plan year	1/4 year of future service pension credit
	The Trust received employer contributions for you for 700 to 1,049 hours in the Plan year	1/2 year of future service pension credit
	The Trust received employer contributions for you for 1,050 to 1,399 hours in the Plan year	3/4 year of future service pension credit
	The Trust received employer contributions for you for 1,400 hours or more in the Plan year	1 year of future service pension credit

For the period before July 31, 1961, the Board may use records from the following to determine the number of hours for which contributions were received: the California Ironworkers Field Welfare Plan; any ironworker local union having or having had jurisdiction over what is now covered employment; the International Association of

Bridge, Structural and Ornamental Ironworkers; the Social Security Administration; and employers.

#### *Hours Bank*

#### **(Applies only to employment between June 1, 1983, and May 31, 1987)**

If you worked more hours in covered employment than were needed for a full year of pension credit in any Plan year between June 1, 1983, and May 31, 1987, the excess hours were deposited in an hours bank.

The hours in your hours bank may be added to hours worked in another Plan year for the purpose of increasing your pension credit in that year to a full year of pension credit, subject to the following conditions:

- You may not apply hours from your hours bank to any Plan year you worked less than 100 hours in covered employment.
- Excess hours from any one Plan year may be used to increase pension credit only in the 4 Plan years immediately following the Plan year in which the excess hours were worked. If the bank hours are not used within the period allowed, they are forfeited.
- You may not apply hours from your hours bank to periods after the effective date of your pension.

#### *If Your Employer Contributes at a Lower Rate*

#### **(Applies to service since June 1, 1972)**

If your collective bargaining agreement provides for a lower contribution rate than the highest rate specified in any collective bargaining agreement, each hour you work in covered employment will be adjusted for the difference.

For example, if your employer's contribution equals 75% of the highest hourly contribution rate paid, you will be credited with 3/4 of an hour for each hour worked in covered employment for purposes of determining future service pension credits.

NOTE: This adjustment will be made for pension credits used in determining pension benefit amounts. It will not apply to pension credits as they are used to satisfy eligibility requirements for a pension (for example, the early retirement pension's requirement that a participant have accrued at least 10 years of future service pension credit). In the example above, you would be credited with 1 year of future service pension credit for purposes of eligibility for any type of pension.

#### *Pension Credit During Military Service*

#### **Currently (Since December 12, 1994)**

You will receive credit as if you had actually worked in covered employment for periods of absence after December 12, 1994, that are due to qualified military or other uniformed service. To be eligible, you cannot have incurred a break in service (see chapter 3) at the time you enter uniformed service and you must make yourself available for covered employment within the period you retain reemployment rights under Federal law, as shown in the following chart:

<b>Time Frame for Returning to Work After Military Service</b>	
<b>Length of Military Service</b>	<b>Reemployment Deadline</b>
Less than 31 days	Within 1 day after discharge (allowing travel time plus 8 hours)
31 through 180 days	Within 14 days after discharge
More than 180 days	Within 90 days after discharge or as otherwise required by law

You will receive pension credits and years of vesting service credit based on the average number of hours you worked per month during the 12-month period immediately preceding the military service (or your period of employment immediately preceding the military service, if shorter). If that number is less than 117 hours per month, 117 hours will be used instead. Up to 5 years of military service will be recognized.

### **June 1, 1958, to December 12, 1994**

Future service pension credit (and years of vesting service credit) are granted for periods of absence before December 12, 1994, that were due to service in any of the Armed Forces of the United States in time of war or national emergency or because you were drafted. To be eligible, you must have made yourself available for covered employment within 90 days after release from active duty (unless you were disabled at the time, in which case you must have made yourself available for work within 90 days of recovery from the disability). For such a period of military service, you will receive future service pension credit as if you had worked 117 hours per month.

If you have any questions regarding military service or your return to work after military service, contact the Administrative Office at 800-527-4613 or 626-792-7337.

### *Pension Credit During Periods of Disability*

You will receive credit as if you had actually worked in covered employment for a period during which you have a qualifying disability.

You will be credited for your absence as if you were working 117 hours a month for up to 700 hours per disability. If the Board finds there were extenuating circumstances, up to 2,100 hours of credit may be granted. In no case will the credit granted exceed 1 year of future service pension credit per Plan year. Such credit will be applied only to a Plan year in which you are disabled.

For your disability to qualify:

- it must be a total disability, as determined by the Board of Trustees,
- it must continue for at least 14 days,
- you must have earned at least 350 hours of service the Plan year of the disability or the previous Plan year, and
- you must notify the Administrative Office in writing of the disability (within 1 year of its onset, unless circumstances prevent this) and submit to examinations, as required.

NOTE: You will not receive pension credit under this disability provision for a pro rata pension unless at least 50% of your combined pension credit was earned under this Plan. Such credit may be used only to qualify for a pension; it will not be used in determining the benefit amount.

**Pro rata pensions are pensions based on combined pension credit for employees whose years of employment are divided between pension plans. See chapter 5 for more information.**

### **Past Service Pension Credit**

If you worked before June 1, 1958, in what is now covered employment, you will receive past service pension credit as follows: 1/4 pension credit for each 350 hours of employment in a Plan year, up to a maximum of one credit for 1,400 hours or more per Plan year.

In determining past service in what is now covered employment, the Board of Trustees may accept any relevant and material evidence it deems satisfactory, including the sworn statements of participants and records or statements of the following: the California Ironworkers Field Welfare Plan; any ironworker local union having or having had jurisdiction over what is now covered employment; the International Association of Bridge, Structural and Ornamental Ironworkers; the Social Security Administration; and employers.

### **Frequently Asked Questions**

#### **Q How can I find out how many credits I've accumulated?**

**A** Check your annual statement. If you would like a status letter between annual statements, you may request such a letter by writing to the Administrative Office.

#### **Q How can I be sure I'm being credited correctly?**

**A** Keep the records of your work in covered employment. You can protect yourself by checking the work records you receive. Try to keep pay vouchers, payroll check stubs, and other evidence of employment you may receive until you are sure you've been credited for that work.

This applies to your work under this Plan and related plans (see chapter 5, "If Your Employment Is Divided Among Different Plans").

**Chapter 3**

**IF YOU DON'T MEET THE SERVICE MINIMUM EACH YEAR**

Discussed in this chapter are:

- One-year breaks in service
- Repairing one-year breaks in service
- Permanent breaks in service
- Separations from service

The Pension Trust was created to provide security for participants who earn their living over a major portion of their working years by work in our industry. For this reason, reasonable standards for continuity of service were written into the Plan's Rules and Regulations.

Failure to complete at least 350 hours of service during a Plan year can affect you two ways:

- If you are not yet vested and you complete less than 350 hours of service, you will **cease being a Plan participant** and have **a one-year break in service** at the end of the Plan year. This will cause you to forfeit your vesting service and pension credits if you don't "repair" it before it becomes a permanent break in service.
- If you fail to complete at least 350 hours of service in covered employment for 2 Plan years in a row, you will have **a separation from service**. The date of your separation will determine what formula is used to determine the amount of your pension benefit. This is a factor only if you have a right to (are "vested" in) a benefit for service before the separation.

**Only non-vested participants can incur breaks in service.**

**ONE-YEAR BREAK IN SERVICE**

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

**Currently (Since June 1, 1976)**

You incur a one-year break in service in any Plan year in which you do not complete at least 350 hours of service.

For purposes of determining breaks in service, the following will count toward hours of service:

- work in covered employment,
- work in non-covered employment if it is with the same employer and is continuous with covered employment,
- periods of absence due to qualified military service,

- vacation, holidays, and periods of disability and leave for which you are paid or receive benefits under the collective bargaining agreements,
- employment in work of the type covered by the collective bargaining agreements but performed outside the Plan's geographical area (unless you get credit for such work under a related plan—see chapter 5, "If Your Employment Is Divided Among Different Plans"),
- employment in work of the type covered by the collective bargaining agreements performed for an employer who is not signatory to the agreements but has a special agreement with the Union that is recognized by the Board of Trustees,
- employment as an employee of the California Labor Federation, AFL-CIO; a Building and Construction Trades Council of California, AFL-CIO; or the International Association, provided you were a salaried officer or employee of a local union or district council immediately before your termination of covered employment, and
- *(for Plan years beginning on or after June 1, 1987)* hours you are absent from covered employment on account of parental leave (for your own pregnancy, for the birth of your child, for placement of a child with you for adoption, or for care of a child immediately following birth or placement for adoption, including a trial period before adoption). Up to 350 hours of such an absence will be counted toward hours of service in the Plan year the absence occurs; if you already have 350 hours of service in such a year, the credit will be given for the immediately following Plan year.

### **Breaks in Service Before June 1, 1976**

Before June 1, 1976, the Plan had no provision for a "one-year" break in service. A participant had a permanent break in service if he failed to earn 1/4 pension credit in a period of 2 consecutive Plan years.

Grace periods were granted for qualifying disabilities, involuntary unemployment, employment with certain organizations, overseas employment, transfers to shop ironworkers locals, and employment outside the area covered by the Plan. These grace periods extended the period during which participants could earn the required pension credit. They did not count toward pension credit. If you would like more information about these grace periods, please contact the Administrative Office.

<h3><b>"REPAIRING" ONE-YEAR BREAKS IN SERVICE</b></h3>
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#### **(Applies only to non-vested participants)**

You can repair a one-year break in service and again become a Plan participant by earning a year of vesting service (completing at least 1,000 hours of service in a Plan year) before the break becomes permanent.

This applies if you have a succession of one-year breaks in service as well. If they have not yet added up to a permanent break in service, you can repair them all by completing at least 1,000 hours of service in a Plan year.

<b>PERMANENT BREAK IN SERVICE</b>
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**(Applies only to non-vested participants)**

If you have a permanent break in service, you will lose all of your previous years of vesting service credit and pension credit. You may become a participant again by meeting the Plan’s participation requirements (see chapter 1), but your years of vesting service credit and pension credit earned before the permanent break in service will not be restored. An exception is made only for recovery of canceled pension credits by members of Iron Workers Local Union 844 (see the box before “Separations from Service” later in this chapter).

**Currently (If you have had any time as an active participant since June 1, 1998)**

Currently, you have a permanent break in service if you have five consecutive one-year breaks in service.

**Before June 1, 1998**

Between June 1, 1987, and June 1, 1998, a participant had a permanent break in service if he had five or more consecutive one-year breaks in service and the number of consecutive one-year breaks in service equaled or exceeded the number of years of vesting service he had previously accumulated.

Between June 1, 1976, and June 1, 1987, a participant had a permanent break in service if he had at least two consecutive one-year breaks in service and the number of such consecutive one-year breaks in service equaled or exceeded the number of years of vesting service credit he had previously accumulated.

Before June 1, 1976, a participant had a permanent break in service if, after June 1, 1958, he failed to earn 1/4 year of pension credit in a period of two consecutive Plan years.

These rules, along with those for one-year breaks in service, are summarized in the chart below.

<b>Breaks in Service (One-Year and Permanent)</b>	
<b>Time Period</b>	<b>Situation Causing Break in Service</b>
Currently (since June 1, 1998)	You incur a one-year break in service for any Plan year you fail to complete at least 350 hours of service.  The break becomes permanent after you have five consecutive one-year breaks.
Between June 1, 1987, and May 31, 1998	You incurred a one-year break in service for any Plan year you failed to complete at least 350 hours of service.  The break became permanent if you had at least five consecutive one-year breaks and the number of consecutive one-year breaks equaled or exceeded the number of years of vesting service credit you had accumulated.

Between June 1, 1976, and June 1, 1987	You incurred a one-year break in service for any Plan year you failed to complete at least 350 hours of service.  The break became permanent if you had at least two consecutive one-year breaks and the number of consecutive one-year breaks equaled or exceeded the number of years of vesting service credit you had accumulated.
Before June 1, 1976	You incurred a permanent break in service if, after June 1, 1958, you failed to earn 1/4 pension credit in a period of 2 consecutive Plan years.

### Frequently Asked Questions

**Q What happens to my one-year breaks in service if I work between 350 and 1,000 hours in a Plan year—say, 600 hours?**

**A** If you have between 350 and 1,000 hours of service in a Plan year, you will not incur a break in service for that year. However, if you had a one-year break in service or a number of consecutive one-year breaks in service immediately preceding that year, the count of consecutive one-year breaks in service will remain the same.

A year in which you have less than 1,000 hours of service does not repair preceding one-year breaks in service. The previous one-year breaks in service are repaired only when you have 1,000 or more hours of service within a Plan year before the one-year breaks in service become permanent.

**Q Do I get pension credit for any years I have at least 350 hours of service?**

**A** Not if you're in "break in service" status.

You will cease to be an active participant the last day of the Plan year (June 1 – May 31) that constitutes the one-year break. You cannot start receiving pension credit again until you again become a Plan participant, either by repairing the breaks in service or, if they have become a permanent break in service, by meeting the requirements for new participants. In either case, you would not get credit retroactively for service during a time you were not a participant.

If you are already vested and are not subject to breaks of service, you will get the applicable pension credit for any Plan years you work at least 350 hours in covered employment.

**Q How can I find out if I'm an active participant or having a break in service?**

**A** The Administrative Office can tell you what your status is. The staff can also tell you whether a break in service can be repaired and how to repair it.

**Recovery of Canceled Pension Credits  
by Members of Iron Workers Local Union 844  
(Effective June 1, 2002)**

You may recover pension credits lost because of a permanent break in service only if you meet all of the following requirements:

- You are a member of Iron Workers Local Union 844 and you work for an employer who is signatory to a collective bargaining agreement with Local 844.
- You had at least 2 years of vesting service credit before the permanent break in service.
- You re-establish eligibility to participate in the Plan after your permanent break in service by meeting the requirements applicable to new participants (see chapter 1).
- Starting on or after June 1, 2002, you earn 3 consecutive years of vesting service credit without incurring a break in service. During these 3 years, you must work exclusively in the Metal Building, Light Gauge, Residential and Miscellaneous classification. Only hours of service in covered employment will be counted—not time spent in military service, time during which you are disabled, or time spent working for related plans.

If you incur a break in service during the time you are trying to earn 3 consecutive years of vesting service credit, you must start over.

If you meet these requirements, your previously canceled pension credits will be restored at the end of the Plan year in which you meet all of the requirements. The value of the restored credits will be based on the rates that were in effect the year you incurred the permanent break in service; such credits will not be eligible for any benefit increase that might have occurred since then.

**SEPARATIONS FROM SERVICE**

**Currently (Since June 1, 1976)**

You will have a separation from service if you fail to complete at least 350 hours of service in covered employment for 2 consecutive Plan years. Plan years in which you have less than 350 hours will be considered consecutive unless they are separated by a Plan year in which you earn a year of vesting service (complete 1,000 hours of service).

Periods of absence due to qualified military service occurring on or after December 12, 1994, shall be excluded from determinations of whether you have incurred a separation from service.

*If You Are Vested*

If you are vested, **your pension benefit amount will be determined according to the Plan rules in effect at the time of your separation from service.** If you later

return to covered employment and again become an active participant, any benefit payable for your later employment will be determined under the Plan rules in effect when you separate from that service.

*If You Are Not Yet Vested*

If you are not vested when you have a separation from service and you never return to covered employment, this provision is of no interest to you. This provision affects benefit amount determinations, and you do not have a right to a benefit from the Plan.

If you return to covered employment in time to vest in service preceding the separation (see the discussion earlier in this chapter about breaks in service and repairing such breaks), your benefit for the service preceding the separation will be determined under the Plan rules in effect at the time of the separation.

**Before June 1, 1976**

Before June 1, 1976, a participant was deemed to have had a separation from service if he would have incurred a permanent break in service under the Plan rules in effect at that time, had he not been vested.

## **Chapter 4**

# **VESTING IN YOUR BENEFIT**

Discussed in this chapter are:

- How you become vested
- If you leave covered employment after vesting

Once you are vested, you cannot lose the vesting service credits and pension credits you have accrued. You will not need to worry about the breaks in service described in chapter 3, since vested participants do not incur breaks in service. You will have earned a right to a pension from the Plan even if you leave the industry (separate from service) before retirement.

## **HOW YOU BECOME VESTED**

### **Currently (Since June 1, 1998)**

If you are currently actively working in covered employment, you will become vested when you have accumulated 5 years of vesting service credit (not counting any vesting service credit you earned before a permanent break in service). (See chapter 3 for information on permanent breaks in service.)

You receive a year of vesting service credit each Plan year you complete at least 1,000 hours of service in covered employment.

You also become vested by reaching normal retirement age, regardless of how many years of vesting service credit you have, provided you are a participant that year or return to participant status in a later year before you have a permanent break in service. Normal retirement age generally means the older of

- age 65 or
- your age on the fifth anniversary of the date you became a Plan participant (disregarding any participation before a permanent break in service).

(See the Pension Plan Rules and Regulations following this Summary Plan Description for a more detailed discussion of normal retirement age.)

### **Before June 1, 1998**

Participants whose active Plan participation ended before June 1, 1998, were subject to different vesting requirements.

Such participants became vested by earning at least 10 years of pension credit (including at least 1 full year of pension credit since June 1, 1956) or at least 10 years of vesting service credit. Participants not covered by a collective bargaining agreement who had at least one hour of service after May 31, 1989, could become vested by earning at least 5 years of vesting service credit.

Participants could also vest by reaching normal retirement age.

## **IF YOU LEAVE COVERED EMPLOYMENT AFTER VESTING**

If you leave covered employment after vesting, you will be entitled to a pension from the Plan when you retire. (Make sure you keep the Administrative Office informed of any address changes.) See "Vested Pension" in the chart in chapter 6 for information on eligibility requirements.

You will be considered to have left covered employment (separated from service) after 2 consecutive Plan years in which you fail to complete at least 350 hours of service in covered employment. (Anyone who left before June 1, 1976, was subject to a different definition of separating from service.)

The benefit values used to determine your pension will be frozen at the level in effect at the end of the period that constitutes your separation from service. Benefits when you retire would then be based on those values (for example, if the Board of Trustees later approved improvements, they would not apply to you unless they had an effective date retroactive to a date before your separation from service).

If you later return to covered employment, benefits earned after your return would be based on the benefit values in effect when you again separate from service (for example, by retiring).

See Appendix A of this booklet for information on how to manage your participation in the Pension Plan after you leave covered employment.

### **Frequently Asked Questions**

**Q What if I move from a job with one participating employer to a job with another?**

**A** That should not affect your Pension Plan participation, provided the new job is covered by the Plan and the change does not cause your work hours to drop below the minimums required for crediting of service. Check with the Administrative Office if you have any questions.

**Q What if I stay in the industry but move to a job covered by another plan?**

**A** The Board of Trustees recognizes all other pension funds that have executed the Iron Workers International Reciprocal Pension Agreement and adopted Exhibit "A" of that Agreement as related plans. If your new job is covered by one of those related plans, you may be able to combine credited service from both plans in avoiding breaks in service and achieving vested status. Transfer of contributions may also be an option. See chapter 5 for more information.

***Chapter 5***

**IF YOUR EMPLOYMENT IS DIVIDED AMONG DIFFERENT PLANS**

Discussed in this chapter are:

- The reciprocal pension agreement
- Combining service
- Having contributions transferred

Splitting your employment among different plans can prevent you from accumulating the service credit you need to be eligible for a pension. It could also cause your pension to be lower than it would be otherwise. This Plan offers two ways to deal with this problem:

- It provides for pro rata pensions that are based on combined service under different plans.
- It provides for the transfer of contributions from one plan to another—known as “money follows the man.”

**THE RECIPROCAL PENSION AGREEMENT**

The Pension Plan is signatory to the Iron Workers International Reciprocal Pension Agreement.

The Board of Trustees recognizes all other pension funds that have signed this agreement as

- related plans (if they have adopted Exhibit “A” of the agreement) or
- cooperating pension funds (if they have adopted both Exhibit “A” and Exhibit “B” of the agreement).

Related plans are important for purposes of combining service for a pro rata pension.

Cooperating pension funds are important for purposes of transfer of contributions.

**COMBINING SERVICE**

**Pension Credits**

Pension service credits you accumulate and maintain under a related plan will be recognized under this Plan as related pension credits. They will be computed on the basis they were earned and credited under the related plan.

The pension credits you earn under this Plan plus the credits you earn under related plans will make up your combined pension credits. You can earn up to a maximum of 1 year of combined pension credit per calendar or Plan crediting year.

## **Vesting Service Credits**

Any period in which you earn vesting service credit in a related plan will be counted in determining whether you have earned a vesting service credit for a calendar or Plan crediting year.

## **Breaks in Service**

For purposes of determining whether you have had a break in service (see chapter 3), any period in which you have hours of employment creditable for vesting service credit under a related plan will be counted as covered employment (this does not apply to employment before January 1, 1955).

## **Pro Rata Pensions**

See chapter 6 for eligibility requirements for receiving a pro rata pension and chapter 8 for information on how the pension benefit amount is determined.

## **TRANSFERRING OF CONTRIBUTIONS (“MONEY FOLLOWS THE MAN”)**

As an alternative to a pro rata pension, you may choose to have contributions transferred. Under this arrangement, contributions made on your behalf to a cooperating pension fund for work outside the jurisdiction of your local union are transferred to the pension fund of your local union.

You will receive credit for these contributions under the provisions of the pension plan receiving the contributions.

## **Home Pension Fund**

Under this arrangement, one of the pension funds will be your “home pension fund.”

If you are a member of a local union, your home pension fund will generally be the fund in which your local union participates (through a collective bargaining agreement requiring contributions to the fund).

If you are not a member of a local union, your home pension fund will generally be the fund that has received the bulk of contributions made on your behalf in the last 3 years.

If your situation changes (for example, you move), you may request a change in your home pension fund. In such a case, no assets will be transferred from your old home pension fund to your new home pension fund.

## **Applying for a Transfer of Contributions**

To have contributions made on your behalf transferred to your home pension fund, you must file a request in writing with the cooperating fund. You must file such a request within 60 days of the start of your employment in the cooperating fund’s jurisdiction (unless the Board of Trustees of the cooperating fund grants an extension).

Note that such a request is an authorization by you that releases the Boards of Trustees of the two funds from any liability if you should later decide such a transfer was not in your best interest. The home fund will credit the contributions in accordance with the

provisions of the pension plan to which the home fund is signatory, and the provisions of the home fund will determine your pension. Therefore, you should carefully evaluate the terms of each plan before authorizing the transfer of contributions.

If you do not apply for a transfer of contributions, your employment will be handled under the provisions for pro rata pensions (see "Combining Service" above).

### **Breaks in Service**

For purposes of determining whether you have had a break in service (see chapter 3), any hours you work in the jurisdiction of a cooperating pension fund will be counted as if they were worked in the jurisdiction of the home pension fund.

### **Questions?**

Contact the Administrative Office if you have questions about whether your service under another plan will be recognized or you want to know more about combining service or transferring contributions.

## Chapter 6

# WHEN YOU WILL BE ELIGIBLE FOR A PENSION

Discussed in this chapter are:

- What it means to retire
- Eligibility requirements for the different types of pensions
- When payment can start

Pension eligibility requirements depend on the type of pension: regular, early retirement, service, disability, vested, or pro rata. These are discussed below.

You will see some general references to pension amounts in the discussion of pension types. These are intended to give you a sense of how the type of pension can affect the benefit amount. You can find a more detailed discussion of benefit amounts in chapter 8.

If you have questions after reading this chapter, the Administrative Office can tell you more about your eligibility and the factors you should consider when you are ready to retire.

## WHAT IT MEANS TO RETIRE

To receive your pension from the Plan, you must “retire.” That means different things, depending on your age.

### **If You Have Reached Normal Retirement Age**

If you have reached normal retirement age, you will be considered retired as long as you do not work more than 40 hours per month in your same trade or craft in any industry covered by the Plan in California, Arizona, and Nevada. (See chapter 10 for more details.) Exceptions are made only for employment in an office of this Plan’s Trust Fund.

**Normal retirement age is generally age 65 or your age on the 5th anniversary of your Plan participation, if older. Participation before a permanent break in service doesn’t count.**

That restriction will exist only until April 1 of the year following the year you reach age 70-1/2. After that, you can work as much as you like in any kind of employment and be considered retired.

### **If You Have Not Yet Reached Normal Retirement Age**

If you have not yet reached normal retirement age, you will not be considered retired unless you withdraw completely and refrain from any employment or activity in the building and construction industry. That includes 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. Exceptions are made only for employment in an office of this Plan’s Trust Fund and for certain other work approved in advance by the Board of Trustees; see “Prohibited Employment” in chapter 10 for more information.

For information on what happens to your benefit if you lose your “retired” status, see chapter 10.

<b>PENSION ELIGIBILITY REQUIREMENTS</b>
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Eligibility requirements for the different types of pensions available under the Plan are shown in the chart below.

<b>Pension Eligibility Requirements</b>	
<b>Retirement from Covered Employment</b>	
<b>Regular Pension</b>	<p>You are eligible for a regular pension if you</p> <ul style="list-style-type: none"> <li>• have reached age 62,</li> <li>• are vested (have accumulated at least 5 years of vesting service credit since any permanent break in service), and</li> <li>• have filed an application for benefits.</li> </ul>
<b>Early Retirement Pension</b>	<p>You are eligible for an early retirement pension if you</p> <ul style="list-style-type: none"> <li>• have reached age 45,</li> <li>• have accrued at least 10 years of future service pension credit (pension credit earned for periods on or after June 1, 1958) under this Plan, and</li> <li>• have filed an application for benefits.</li> </ul> <p>You can also qualify for an early retirement pension by including past service credit. In such a case, you must have reached age 55 but not yet reached age 62 and you must have at least 10 years of pension credit, including at least one full year of pension credit since June 1, 1956.</p> <p>Note that the monthly amount of an early retirement pension is lower than that of a regular pension because you are younger when your pension begins and you will thus be paid a pension for a longer period of time.</p>
<b>Disability Pension</b>	<p>You are eligible for a disability pension if you</p> <ul style="list-style-type: none"> <li>• are younger than age 62,</li> <li>• have accrued at least 5 years of future service pension credit,</li> <li>• are totally and permanently disabled as defined in chapter 9, “If You Become Disabled While Working,” and</li> <li>• have filed an application for benefits.</li> </ul>
<b>Service Pension</b>	<p>You are eligible for a service pension if</p> <ul style="list-style-type: none"> <li>• your age plus your years of pension credit total at least 85,</li> <li>• you have accrued at least 10 years of pension credit with this Plan,</li> <li>• you have not previously been awarded an early retirement pension, and</li> </ul>

	<ul style="list-style-type: none"> <li>• you have filed an application for benefits.</li> </ul> <p>The amount of a service pension is determined the same way the regular pension amount is.</p>
<b>Other Types of Pensions</b>	
<p><b>Vested Pension</b> (if you separated from service before retirement)</p>	<p>You are eligible for a vested pension if</p> <ul style="list-style-type: none"> <li>• you became vested in your benefit before your separation from service,</li> <li>• you have reached age 62 (or age 45, if you have fulfilled the service requirements for an early retirement pension—see “Early Retirement Pension” earlier in this chart), and</li> <li>• you have filled an application for benefits.</li> </ul> <p>Note that if you apply for your pension before reaching age 62, it will be calculated as an early retirement pension, with a lower monthly amount than you would receive if you waited until age 62. The benefit factors used to determine your pension amount will depend on when you separated from service.</p>
<p><b>Pro Rata Pension</b> (if your years of employment have been divided between this Plan and other, related plans)</p>	<p>You are eligible for a pro rata pension if you meet all of the following requirements:</p> <ul style="list-style-type: none"> <li>• You would be eligible for a regular, early retirement, disability, or vested pension under this Plan if your combined pension credit were treated as pension credit under this Plan. (To be eligible for the early retirement pension, you need to be at least age 55 or have accrued at least 10 years of future service pension credit under this Plan. To qualify for a service pension, you must have accrued at least 10 years of future service pension credit under this Plan.)</li> <li>• You have at least two full units of pension credit under this Plan based on employment since January 1, 1955, or at least one minimum unit of pension credit based on employment since January 1, 1983.</li> <li>• You are found to be eligible for a pro rata pension from a related plan and a pro rata pension from the “terminal plan” (the plan associated with the local union that represents you right before or at the time you retire or, if you aren’t represented then, the plan which received the bulk of contributions on your behalf in the 36 consecutive calendar months immediately preceding your retirement).</li> <li>• No pension is payable to you from a related plan independently of its provisions for a pro rata pension. (However, if you are entitled to a pension other than a pro rata pension from this Plan or a related plan, you may elect to waive the other pension and qualify for the pro rata pension.)</li> <li>• You have filed an application for benefits.</li> </ul> <p>If you are eligible for more than one type of pension under this Plan, you may choose the type you want to receive.</p>

## WHEN PAYMENT CAN START

A pension will generally start the first of the month following the date you have met all of the pension eligibility requirements and applied for your pension (see chapter 7 for information on how to apply for your pension).

The date your pension starts is called your annuity starting date or your pension effective date. This date is subject to the following provisions:

- Your pension cannot start until 30 days after you have received a description of the available forms of payment from the Administrative Office. If you and your spouse want to waive your right to study these options for 30 days, you can do so by consenting in writing to an earlier start.
- Even if you and your spouse waive the 30-day waiting period, your pension cannot start until 7 days after you have received the payment forms description—unless you have reached normal retirement age, in which case you can choose a starting date that is retroactive to the first day of any month following the date you had both reached normal retirement age and met all of the requirements except the filing of an application.
- Your pension can start no later than April 1 of the year following the year you reach age 70-1/2.

Disability pension benefits can start the first of the month after the disability begins if the filing procedures are followed properly. See chapter 9, “If You Become Disabled While Working,” for more information.

### Don't Forget to Apply for Your Benefit!

You will not start receiving your pension automatically just because you have met the eligibility requirements and retired. You also need to apply for your pension. See chapter 7 for information about the application process.

### Frequently Asked Questions

**Q What if I don't want to start my pension when I'm first eligible? Can I start it later?**

**A** Yes. You don't have to start taking your pension until April 1 of the year following the year you turn age 70-1/2.

If you delay the start of your pension beyond your normal retirement age, your monthly benefit amount will be increased to reflect the later start (or the additional pension credits you've earned, if you've continued to work). See chapter 8, “Your Pension Amount,” for more information.

**Chapter 7**

# **APPLYING FOR YOUR PENSION**

Discussed in this chapter are:

- How to apply for a pension
- The available forms of payment
- Rights of a former spouse
- Income tax withholding
- How your pension relates to Social Security
- What to do if your application is denied

If you are thinking about retiring, you might wish to call the Administrative Office in advance to find out what you will need to complete the application process.

## **HOW TO APPLY FOR YOUR PENSION**

The first step in applying for your pension is to request an application from the Administrative Office. The Administrative Office can also provide you with information that will help you make your decisions and complete the application.

Once you have completed the application, return it to the Administrative Office with a copy of your birth certificate or other proof of your date of birth. If you will be receiving a husband-and-wife pension (see "The Available Forms of Payment" below), you must also submit proof of your marriage and of your spouse's date of birth.

### **Other Forms to Be Completed**

After processing of your application has begun, the Administrative Office will send you additional forms to complete and return: a "Pension Election Payment Form," a "Retirement Declaration," a "Beneficiary Designation" (if applicable), and an income tax withholding form.

If you have any questions about these forms, contact the Administrative Office as soon as possible. The signed, completed forms must be received by the Administrative Office before your application can be finally approved for payment.

These other forms and any other documents necessary to determine your eligibility for a pension or a pension amount must be received by the Administrative Office within 1 year of the date your application is received. If any requested documents are received later than that, you will be required to complete a new application, and the start of your pension will be delayed.

### **If You Are Applying for a Disability Pension**

For a disability pension, you must provide proof of disability in the form of a Social Security disability award. For more information, see chapter 9, "If You Become Disabled While Working."

**If You Are Applying for a Pro Rata Pension**

If your application is for a pro rata pension, you should apply to the plan(s) under whose jurisdiction you were working at the time of retirement. The date of the initial pension application for any of the plans involved will be considered the application date for each related plan.

**Processing Time**

Pensions usually start the first day of the month after you have met the eligibility requirements and your completed pension application (with all required information) has been received by the Administrative Office.

In some cases, the start of payments may be delayed because of processing. For example, the Administrative Office may have to get proof of employment for past service credit. This may cause a delay as long as 60 to 90 days. If that happens, you will receive payments retroactive to your pension effective date once the processing is complete and you are found eligible for a pension.

**If You Delay the Start of Your Pension**

Remember that if you delay applying for your pension, the latest you can start receiving your benefit is the April 1 following the calendar year in which you reach age 70-1/2.

**THE AVAILABLE FORMS OF PAYMENT**

The Pension Plan has various forms of payment, as summarized in the chart below. All forms except the lump-sum payment provide a monthly lifetime income (an “annuity”) for you. Husband-and-wife pensions also provide a continuing lifetime income for a surviving legal spouse.

**A legal spouse is one to whom you were lawfully married on your annuity starting date and for at least 1 year before your death.**

<b>Forms of Payment for Pension Benefits</b>	
<b>50% Husband-and-Wife Pension</b>	<p><i>Automatic</i> form of payment if you are married (unless you and your spouse reject this form of payment). Provides a lifetime monthly income for you. If your legal spouse outlives you, he or she receives a monthly income for life of 50% of the amount you were receiving, starting after your death.</p> <p>Your monthly payment amount is less than you would receive under a single-life pension because your benefit has to cover your spouse’s expected life span.</p>
<b>75% Husband-and-Wife Pension</b>	<p>Like the 50% husband-and-wife pension above, with one difference: if your legal spouse outlives you, he or she then receives a monthly income for life of 75% of the amount you were receiving.</p> <p>This further reduces your monthly amount because it has to cover your spouse’s expected life span at a higher payment level.</p>

Continued

<b>Forms of Payment for Pension Benefits (Continued)</b>	
<b>100% Husband-and-Wife Pension</b>	Like the 50% husband-and-wife pension above, with one difference: if your legal spouse outlives you, he or she then receives a monthly income for life that is the same amount you were receiving.  This further reduces your monthly amount because it has to cover your spouse's expected life span at an even higher payment level.
<b>Single-life pension with 36-month guarantee</b>	<i>Automatic</i> form of payment if you are single. Provides a lifetime monthly income for you. If you die before 36 monthly payments have been made, payments will be made to your beneficiary for the remainder of the 36-month period. If you die after receiving at least 36 monthly payments, payments will stop at your death.
<b>Level Income Option</b>	Designed for participants who retire before age 65. Lets you keep your income more level and predictable by paying a higher monthly amount early, then reducing the monthly amount at age 62 or 65, when Social Security payments could start. This makes your combined pension and Social Security payments roughly the same before and after Social Security starts.
<b>Lump-Sum Payment</b>	A one-time payment of the entire value of your benefit. It is the <i>automatic</i> form of payment if your lifetime pension has an actuarial present value of \$5,000 or less at the time it becomes payable. This is a not a payment form you can select.

### **Reviewing the Explanation of the Forms of Payment**

When you apply for your pension, you will be sent a detailed explanation of the various payment forms and the financial effect of electing one over another.

You have the right to review this material for 90 days before your annuity starting date. To be valid, your election of a payment form must be made in the 90 days before your annuity starting date (this is also the period in which you can revoke a previous election).

**Your annuity starting date is the date your pension begins. This date is also called the pension effective date.**

If you want to start receiving payments 30 days or less after getting your materials, you and your spouse need to waive your right to review the materials for a longer time in writing. You may waive the 30-day period so long as your benefit begins more than 7 days after the written explanation has been provided. (*Exception: If you have reached normal retirement age, you can choose a starting date that is retroactive to the first day of any month following the date you had both reached normal retirement age and met all of the requirements except the filing of an application.*)

NOTE: If for some reason your annuity starting date precedes your getting the written explanation of payment forms, your review/election period will be the 30 days starting with the day you receive the materials, instead of the 90 days referred to above.

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

While all of the payment forms were designed to offer roughly equivalent benefits, based on assumptions about life expectancies and interest rates, the payment form will affect the monthly amount you receive during your lifetime.

Monthly payment amounts for a single-life pension (lifetime income that covers the life span of one person only) are higher than those for the husband-and-wife pensions that have to take into account the life span of a second person, such as a spouse. The amount of the reduction in a husband-and-wife pension will depend on the difference in age between you and your spouse and which of the three husband-and-wife pension forms you choose.

Chapter 8 has some examples of how the form of payment affects your monthly pension amount.

## Automatic Forms of Payment

The automatic form of payment applicable to you will depend on your marital status or the size of your benefit:

- **Married:** If you are married on your annuity starting date, you will automatically receive a 50% husband-and-wife pension unless you reject that option. To reject it, you must elect another form of payment and your legal spouse must consent to the election in writing (acknowledging the effect of such an election) in the presence of a Plan representative or notary public. You must do this before payment begins.
- **Single:** If you are single on your annuity starting date, you will receive a single-life pension with a 36-month guarantee, unless you choose the level income option. If you want the level income option, you must notify the Administrative Office before payment begins.

You may name any person as your beneficiary for the 36-month guarantee. You may change your beneficiary at any time, even after you begin receiving your pension (however, the Administrative Office must receive your change before any benefits are paid to a beneficiary for the change to be effective).

- **Benefit of \$5,000 or less:** If the actuarial present value of your lifetime pension is \$5,000 or less at the time your benefit becomes payable, the Board of Trustees will automatically pay the entire benefit due in one lump sum instead of paying you a monthly benefit. For information on how the actuarial present value of a benefit is determined, contact the Administrative Office.

You have the option of rolling over the lump-sum payment to an IRA or eligible retirement plan, thereby deferring payment of income taxes (and avoiding mandatory withholding of 20%, if you do a direct rollover). You will be given information concerning rollovers when you apply for benefits.

## Optional Forms of Payment

### *75% or 100% Husband-and-Wife Pension*

Under the 50% husband-and-wife pension, if you were to die before your spouse, your spouse would receive only half the monthly amount you were receiving before your

death. The 75% and 100% options give you the chance to provide for a higher continuing income for your spouse.

See chapter 8 for information on how choosing either of these options would affect the amount of the benefit payable to you while you are alive.

#### *Single-Life Pension with 36-Month Guarantee (Optional Form for Married Participants)*

If you are married and your spouse has consented to your taking a single-life pension with a 36-month guarantee, your spouse must also consent to your designating someone other than the spouse as a beneficiary or to a change in beneficiaries.

#### *Level Income Option*

#### **(Not available with a husband-and-wife pension or a disability pension)**

The earliest age at which you can collect Social Security retirement benefits is 62. If you retire before age 62, you will have to wait a while before your pension payments will be supplemented by Social Security payments. If this presents a problem, the Plan offers the level income option as a way to adjust your pension amounts to keep your combined pension and Social Security payments roughly the same before and after Social Security starts.

Under the level income option, you will receive a higher monthly payment from the Pension Plan when you first retire and reduced payments later. The amount of the initial payments depends on your age when you start your retirement pension and the age you plan to start collecting Social Security benefits. You may request this option only if you retire before age 65.

If you should die before receiving at least 36 monthly payments, your beneficiary will receive an amount that is equal to 36 times the monthly early retirement pension you would have been entitled to if you had not selected the level income option, minus the combined amount of all payments made to you before your death.

#### **Frequently Asked Questions**

##### **Q What happens if I take a husband-and-wife pension and my spouse dies before I do?**

**A** Your monthly payment amount will increase to the monthly amount you would have received under the single-life pension with 36-month guarantee form of payment. The increase will be effective for payments starting the month after your spouse's death, provided you furnish the Administrative Office with a certified copy of the death certificate within 12 months of the date of death.

##### **Q What happens if I get a divorce after I retire?**

**A** Your former spouse could be awarded all or part of your monthly benefit under a Qualified Domestic Relations Order (QDRO). See "Rights of a Former Spouse" below for more information on QDROs.

If you are receiving a husband-and-wife pension, no increase will be made to your monthly payments because of a divorce, and the person who was your spouse when your pension started will still be entitled to the survivor benefit if you should die first,

even if you are no longer married. The only exception would be if you were not legally married for at least 1 year before divorcing; in that case, your former spouse would not be entitled to the survivor benefit unless a QDRO awarded it to him or her.

**Q If I divorce and remarry, will my new spouse become my “legal spouse”?**

**A** Not after your annuity starting date. If you divorce and remarry after your annuity starting date, the new spouse will not be entitled to any benefits under the husband-and-wife pension you have started receiving.

Even if you divorced and remarried before your annuity starting date, the rights of a former spouse may reduce or eliminate benefits due you or your current legal spouse or beneficiary. See “Rights of a Former Spouse” below for more information.

## Frequently Asked Questions (Continued)

### **Q Can I change my mind after I choose a payment form for my pension?**

**A** You can change your election (with spousal consent, as applicable), provided you make the change before the first payment is made. Call the Administrative Office at 800-527-4613 or 626-792-7337 and speak to a staff member as soon as you realize you want to change your payment form election.

The last properly completed payment form election the Administrative Office receives from you in the 90 days before your annuity starting date will govern how your pension will be paid.

Once you begin to receive your pension, you cannot change to a different payment form.

### **Q Can I get the level income option for a husband-and-wife pension?**

**A** No. Neither the level income option nor the 36-month guarantee is available with a husband-and-wife pension.

## RIGHTS OF A FORMER SPOUSE

If you have divorced before your annuity starting date, a court may issue a Qualified Domestic Relations Order (QDRO) requiring the Plan to pay part or all of your pension benefit to your former spouse for reasons such as spousal or child support or division of marital property. The rights of a former spouse or other family member set forth in a QDRO will take precedence over any claims of your legal spouse or beneficiary at the time of retirement or death.

Under the Retirement Equity Act of 1984, the Plan must recognize any QDRO and make payments as directed.

The Trustees cannot recognize or honor a domestic relations order (such as a divorce decree) that attempts to divide a pension unless the order or decree contains certain information (see box) and otherwise complies with Federal law. If you are contemplating divorce or are a party to any other domestic relations action that may involve the Trust Fund, you should contact the Administrative Office before any domestic relations order or decree is entered by the court.

If you would like a copy of the Plan's procedures governing QDRO determinations, contact the Administrative Office. A copy will be provided at no charge. The Administrative Office can also provide you with a "draft" QDRO.

**A Qualified Domestic Relations Order (QDRO) is an order issued by the court in a divorce, child support, or similar proceeding that may require payment of part or all of your benefit to a spouse, former spouse, or dependent(s).**

### **Required QDRO Information**

A Qualified Domestic Relations Order must include the following information:

- the name and last known mailing address of the participant and the alternate payee covered by the Order (the “alternate payee” is the spouse, former spouse, child, or other dependent to whom payment is directed)
- the amount or percentage of a participant’s benefit to be paid by the Plan to the alternate payee or the manner in which the amount or percentage is to be determined
- the number of payments and/or the time period to which the Order applies
- the name of each plan to which the Order applies.

### **WITHHOLDING OF INCOME TAX FROM YOUR PENSION PAYMENTS**

Federal income taxes will be automatically withheld from any benefits paid by the Pension Plan that exceed a certain payment amount unless you elect not to have income taxes withheld. You will be given complete information and the opportunity to elect or reject withholding when you apply for benefits.

If your benefit has an actuarial present value of \$5,000 or less and it is being paid as a lump sum, 20% will automatically be withheld for Federal income taxes unless you request a direct rollover into an IRA or eligible retirement plan. You will be given information concerning rollovers when you apply for benefits.

### **RELATIONSHIP TO SOCIAL SECURITY BENEFITS**

Pension Plan benefits and Social Security benefits are separate benefits. The benefits payable under the Pension Plan are in addition to benefits paid under Social Security. Pension benefits will not reduce your Social Security benefits.

### **IF YOUR APPLICATION FOR A PENSION IS DENIED**

“Claims and Appeals Procedures” in chapter 13 describes the written notification you will receive if your application is denied and explains what to do if you want to appeal the decision.

**Chapter 8**

# **YOUR PENSION AMOUNT**

Discussed in this chapter are:

- Factors that affect your pension amount
- How your basic benefit is determined
- Adjustment for type of pension
- Adjustment for form of payment
- What to do if you disagree with the amount of your pension

## **FACTORS THAT AFFECT YOUR PENSION AMOUNT**

The amount of your monthly pension is based on several factors, including

- when you apply for a pension,
- how many pension credits you have,
- when your pension credits were earned,
- whether you have had a permanent break in service or a separation from service,
- what type of pension you retire on, and
- what form of payment you choose.

The first four factors listed are all taken into account in calculation of your “basic benefit.” The type of pension you take and the form of payment you choose may then result in adjustments to that basic benefit.

Members of Iron Workers Local 844 are subject to their own set of provisions for calculation of basic benefit amounts due to pension credit earned after June 1, 2002.

Basic benefit amounts for pro rata pensions are calculated to reflect the relative amount of service under this Plan.

## **HOW YOUR BASIC BENEFIT IS DETERMINED**

The basic benefit is the amount you would receive if you took a regular pension and chose to have it paid as a single-life pension with 36-month guarantee.

If you retire under the Plan rules in effect as of the issue date of this Summary Plan Description and you have had no separations from service, your monthly basic benefit will be calculated as shown in the following chart:

<b>Basic Benefit Calculation</b>	
<b>For each full year of . . .</b>	<b>This amount will be figured into your monthly basic benefit . . .</b>
Past service pension credit	\$28
Future service pension credit earned between June 1, 1958, and June 1, 1978	\$50
Future service pension credit earned between June 1, 1978, and June 1, 2005	\$118
Future service pension credit earned on or after June 1, 2005	\$105
<i>A proportionate dollar amount is paid for fractional years of pension credit.</i>	

**For example . . .** Let's say you retire on June 1, 2003, with 35 years of future service credit (10 years before June 1978 and 25 years after June 1, 1978). Your basic benefit amount would be:

\$500 for future service pension credit before June 1978 (10 x \$50)  
 plus \$2,950 for future service pension credit after June 1, 1978 (25 x \$118)  
 = \$3,450 per month

### **If You Are a Member of Iron Workers Local 844**

*NOTE: If you have worked in the Metal Building, Light Gauge, Residential and Miscellaneous classification, please contact the Administrative Office to determine your regular pension amount, if any. The amounts detailed below may not apply to you at all, or your regular pension amount may vary, depending upon the contribution requirements of your employer under the collective bargaining agreement.*

If you are a member of Iron Workers Local 844, calculation of your basic benefit will depend on what contribution your employer is required to make under the terms of the collective bargaining agreement. Some employers who employ Iron Workers Local 844 members are obligated to make a full pension contribution to the Pension Plan. Others are obligated to make 1/2 of the full pension contribution to the Pension Plan. Still others are not obligated to make any pension contributions to the Pension Plan.

#### *Full Contribution for Members of Iron Workers Local 844*

If your employer is obligated to make the full pension contribution to the Pension Plan on your behalf, your basic benefit for a regular pension will be a monthly amount equal to the sum of the following (subject to the Plan provisions regarding separations from service):

- \$118 for each full year of future service pension credit earned between June 1, 2002, and June 1, 2005, plus
- \$105 for each full year of future service pension credit earned on and after June 1, 2005.

A proportionate dollar amount is paid for fractional years of future service pension credit.

#### *Half Contribution for Members of Iron Workers Local 844*

If your employer is obligated to make 1/2 the full pension contribution to the Pension Plan on your behalf, your basic benefit for a regular pension will be a monthly amount equal to the sum of the following (subject to the Plan provisions regarding separations from service):

- \$59 for each full year of future service pension credit earned between June 1, 2002, and June 1, 2005, plus
- \$52.50 for each full year of future service pension credit earned on and after June 1, 2005.

A proportionate dollar amount is paid for fractional years of future service pension credit.

#### *No Contribution for Members of Iron Workers Local 844*

If your employer is not obligated to make any contributions to the Pension Plan on your behalf, you do not accrue any benefits. The basic benefit of any pension you receive will include \$0 for any period you work for such an employer.

### **If You Have Had a Permanent Break in Service**

If you had a permanent break in service (meaning your hours of service were below a certain level for a certain number of Plan years before you became vested), you forfeited any pension credits accumulated before the permanent break in service. The basic benefit of any pension you receive will include \$0 for those forfeited pension credits.

See chapter 3 for more specific information on when a participant is considered to have had a permanent break in service.

### **If You Have Had a Separation from Service**

The formulas above are based on your having accumulated pension credits without a separation from service that could affect your benefit level.

Since June 1, 1976, participants have been considered to have had a separation from service if they failed to complete at least 350 hours of service in covered employment for 2 consecutive Plan years (see chapter 3 for more specific information).

If you have had any separations from service, the Plan rules in effect when each separation occurred will determine the amount included in your basic benefit due to service leading up to that separation. The rest of your benefit will be determined by the Plan rules in effect when you retire or otherwise separate from service.

The following chart shows the Plan rules that have been in effect in the past.

<b>If You Have Had a Separation from Service: Basic Benefit Formulas Under Plan Rules in Effect in the Past</b>		
<b>Effective Date</b>	<b>Benefit Value per Pension Credit</b>	<b>Maximum Monthly Pension</b>
November 1, 1964	\$3.90	\$97.50
December 1, 1965	\$4.80	\$120
January 1, 1967	\$6.40	\$160
December 1, 1967	\$8	\$200
March 1, 1969	\$9.40	\$235
January 1, 1970	\$10.40	\$260
June 1, 1970	\$11	\$275
December 1, 1970	\$13.40	\$335
February 1, 1972	\$20	\$500
April 1, 1973	\$21.60	\$540
January 1, 1976	\$22.80	\$570
August 1, 1978	\$24	\$600
January 1, 1980	\$24	\$720
November 1, 1980	\$25	\$750
July 1, 1981	\$25	\$875
June 1, 1983	\$25 (Credit earned before June 1, 1983) \$28 (Credit earned after June 1, 1983)	\$980
September 1, 1983	\$25 (Credit earned before June 1, 1983) \$28 (Credit earned after June 1, 1983)	No Maximum
January 1, 1985	\$28 (Past service pension credit) \$33 (Future service pension credit earned before June 1, 1983) \$36 (Future service pension credit earned on or after June 1, 1983, and before June 1, 1986)	No Maximum
June 1, 1986	\$28 (Past service pension credit) \$40 (Future service pension credit)	No Maximum
July 1, 1987	\$28 (Past service pension credit) \$42 (Future service pension credit)	No Maximum
July 1, 1988	\$28 (Past service pension credit) \$45 (Future service pension credit)	No Maximum

<b>If You Have Had a Separation from Service: Basic Benefit Formulas Under Plan Rules in Effect in the Past</b>		
<b>Effective Date</b>	<b>Benefit Value per Pension Credit</b>	<b>Maximum Monthly Pension</b>
June 1, 1991	\$28 (Past service pension credit) \$45 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$50 (Future service pension credit earned on and after June 1, 1986)	No Maximum
June 1, 1992	\$28 (Past service pension credit) \$45 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$55 (Future service pension credit earned on and after June 1, 1986)	No Maximum
September 1, 1993	\$28 (Past service pension credit) \$45 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$70 <sup>1</sup> (Future service pension credit earned on and after June 1, 1986)	No Maximum
January 1, 1995	\$28 (Past service pension credit) \$45 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$80 <sup>2</sup> (Future service pension credit earned between June 1, 1986, and June 1, 1994) \$82 <sup>2</sup> (Future service pension credit earned on and after June 1, 1994)	No Maximum
June 1, 1996	\$28 (Past service pension credit) \$45 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$85 (Future service pension credit earned between June 1, 1986, and June 1, 1994) \$90 (Future service pension credit earned on or after June 1, 1994)	No Maximum
June 1, 1997 (If you were an active participant as of June 1, 1997)	\$28 (Past service pension credit) \$45 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$100 (Future service pension credit earned between June 1, 1986, and June 1, 1997) \$105 (Future service pension credit earned on or after June 1, 1997)	No Maximum

<b>If You Have Had a Separation from Service: Basic Benefit Formulas Under Plan Rules in Effect in the Past</b>		
<b>Effective Date</b>	<b>Benefit Value per Pension Credit</b>	<b>Maximum Monthly Pension</b>
June 1, 1997 (If you were not an active participant as of June 1, 1997)	\$28 (Past service pension credit) \$45 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$100 (Future service pension credit earned after June 1, 1986)	No Maximum
June 1, 1998	\$28 (Past service pension credit) \$50 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$105 (Future service pension credit earned after June 1, 1986)	No Maximum
June 1, 1999 (If you were an active participant as of June 1, 1999)	\$28 (Past service pension credit) \$50 (Future service pension credit earned between June 1, 1958, and June 1, 1984) \$115 (Future service pension credit earned between June 1, 1984, and June 1, 2005) \$105 (Future service pension credit earned after June 1, 2005)	No Maximum
June 1, 1999 (If you were not an active participant as of June 1, 1999)	\$28 (Past service pension credit) \$50 (Future service pension credit earned between June 1, 1958, and June 1, 1986) \$115 (Future service pension credit earned between June 1, 1986, and June 1, 1999) \$105 (Future service pension credit earned after June 1, 1999)	No Maximum
<p>1 Provided you were an active participant on or after September 1, 1993, and had at least 1 hour of work in covered employment on or after September 1, 1993; otherwise, the benefit value for future service pension credit earned on and after June 1, 1986, is \$55.</p> <p>2 Rates do not apply to pension credit earned before January 1, 1995, for a participant who retired before January 1, 1995, and subsequently returned to covered employment (including a disability pensioner who recovered from his disability) or a participant who incurred a separation from service before January 1, 1995.</p>		

NOTE: For pensions effective prior to September 1, 1983, only the most recent 35 years of pension credit earned were used to determine the monthly amount. For pensions effective on or after September 1, 1983, all years of pension credit earned are used to determine the monthly amount.

### **Calculation of Basic Benefit for a Pro Rata Pension**

The amount of a pro rata pension is determined as follows:

- In step 1, the Administrative Office determines the pension amount you would be entitled to under this Plan, taking into account your combined pension credit. The applicable pension accrual benefit level amount will be determined under the rules of this Plan.
- In step 2, the Administrative Office determines what fraction of your pension is due to service under this Plan (dividing the amount of pension credit you have earned with this Plan since January 1, 1955, by the total amount of pro rata pension credit you have earned since January 1, 1955).
- In step 3, the Administrative Office multiplies the pension amount from step 1 by the fraction from step 2 to arrive at the pro rata pension amount payable by this Plan.

## ADJUSTMENT FOR TYPE OF PENSION

### Regular Pension

There is no age-related adjustment to the basic benefit for this type of pension—basic benefit calculations are based on a regular pension.

### Early Retirement Pension

With an early retirement pension, you will receive a lower monthly amount than you would receive with a regular pension. That is because you are retiring at a younger age and it is likely that you will be receiving benefits for a longer time.

The amount of the early retirement benefit is calculated as follows:

- The Administrative Office first determines what your basic benefit would be if you were age 62 and were retiring on a regular pension with the same amount of service.
- This amount is then reduced by 0.5% for each month of difference between your age and age 62, down to age 55. If you are younger than age 55, it will be further reduced by 0.2% for each month you are younger than 55, down to age 50, and then reduced by 0.1% for each month you are younger than age 50 on your annuity starting date.
- The resulting amount is rounded up to the next higher multiple of 50¢, unless it is already a multiple of 50¢.

**For example . . .** let's say you have 20 years of future service pension credit and decide to retire on June 1, 2003, at age 58. If you waited until age 62 and retired on a regular pension with the same service, you would be eligible for a monthly basic benefit of \$2,360, or 20 x \$118 (see "Determining Your Basic Benefit" earlier in this chapter). Since you are 48 months short of age 62, your monthly basic benefit is reduced by 48 x 0.5%, or 24%.

Your monthly basic benefit amount (= regular pension):	\$2,360
Reduction for early retirement (24% of \$2,360):	\$566.40

Monthly basic benefit adjusted for early retirement (\$2,360 - \$566.40) \$1,793.60

This would be rounded up to \$1,794.

### **Delayed Retirement Pension (Starting after normal retirement age)**

If you elect a delayed retirement pension, the monthly payment amount will be higher than the monthly amount you would have received with a regular pension, either because you have continued to work and accumulate pension credits or to reflect the effect the later start has on the time over which payments will be made.

If you delay the start of your pension until after your normal retirement age, your monthly benefit will be the greater of

- your total years of pension credit on your annuity starting date, multiplied by the applicable benefit value per pension credit or
- your accrued benefit at normal retirement age, increased for each complete calendar month between then and the start of your pension as follows: 1% per month for the first 60 months after normal retirement age and 1.5% per month for each month thereafter. You will not receive this increase for any months you were working more than 40 hours in the industry and your pension would have been suspended if you had already started receiving it (see chapter 10, "If You Return to Work After Retiring," for more information on employment restrictions).

**For example . . .** Let's say you continued to work off and on for another 3 years after reaching normal retirement age in May 2001, when your basic benefit would have been \$1,500. You accumulate 1 extra year of pension credit, which would bring your basic benefit to \$1,618 under the first calculation method above. You have 24 months when you are working less than 40 hours in the industry, which would increase your basic benefit by \$360 (24 x 1%), to \$1,860, under the second calculation method above. Since \$1,860 is higher than \$1,618, you would receive the \$1,860.

Remember that you have to start your pension no later than April 1 of the calendar year following the year you reach age 70-1/2.

### **Disability Pension**

The monthly amount of a disability pension is determined in the same way a regular pension is.

### **Service Pension**

The monthly amount of a service pension is determined in the same way a regular pension is.

### **Vested Pension**

The monthly amount of a vested pension is figured in the same way as a regular, early retirement, or delayed retirement pension—whichever is applicable.

Note, however, that the timing of your separation from service determines the benefit formula for calculation of your benefit. Contact the Administrative Office if you would like more information.

## Pro Rata Pension

If you choose a regular pension, no adjustment will be made to the pro rata amount payable by the Plan. If you are eligible and choose to retire early, the amount of your pro rata pension payable by this Plan will be adjusted as described above under "Early Retirement Pension." If you choose to delay your retirement, the amount of your pro rata pension payable by this Plan will be adjusted as described above under "Delayed Retirement Pension."

## ADJUSTMENT FOR FORM OF PAYMENT

If your benefit needs to cover payments only to you, spread evenly over your lifetime, based on your life expectancy (*this is the single-life pension with 36 month guarantee*), no adjustment is made for the payment form. If your benefit needs to cover a spouse's life expectancy, the monthly amount needs to be adjusted to take these other possible payments into account. Similarly, if you want to balance your pension income with income from Social Security in the level income option, the monthly amount needs to be adjusted.

### Husband-and-Wife Pensions

Under this form of payment, you receive a monthly pension payment for life. If you die before your legal spouse dies, your legal spouse then receives a monthly payment for his or her lifetime, starting after your death.

The adjustment for this payment form depends on whether you choose the 50%, 75%, or 100% husband-and-wife pension and the age of your spouse. Adjustments are greater for the 75% and 100% husband-and-wife pensions, which need to allow for a larger continuing payment to your spouse if you die first. Similarly, if your spouse is much younger than you are, your monthly benefit will be reduced more than it would be if you were close in age. The reason is that, statistically speaking, the younger spouse is likely to receive benefits for a longer time. If your spouse is older than you are, the reduction for a husband-and-wife pension is less than it would be otherwise.

Specific adjustments for the different husband-and-wife pensions are as follows:

#### *50% Husband-and-Wife Pension*

##### *Non-Disability:*

- If you and your spouse are the **same age**, the monthly amount paid to you will be 92% of your basic benefit, as adjusted for the type of pension you are taking.  
For example, if John's basic benefit were \$1,250, he and his wife were the same age, and he took a **regular** pension in this payment form, his monthly payment amount would be \$1,150 (92% of \$1,250). If his wife outlived him, she would receive a monthly payment of \$575.
- The benefit amount is further reduced by 0.4% for each full year your spouse is **younger** than you or increased by 0.4% for each full year your spouse is **older** than you (to the extent the adjusted benefit does not exceed 100%). For example if

John's wife were 64 and he were 65 when he retired, his monthly payment amount would be \$1,145 (91.6% of \$1,250).

If John's basic benefit had already been reduced, say, 10% for **early retirement**, his monthly amount under this payment form if he and his wife were the same age would be \$1,035 (\$1,250 - \$125 for early retirement = \$1,125; 92% of \$1,125 = \$1,035).

*Disability:*

- If you and your spouse are the **same age**, the monthly amount paid to you will be 82% of your basic benefit. The benefit amount is further reduced by 0.4% for each full year your spouse is **younger** than you or increased by 0.4% for each full year your spouse is **older** than you (to the extent the adjusted benefit does not exceed 100%).

For example, if Al's basic benefit were \$1,500 and he and his wife were the same age, the monthly amount of a disability 50% husband-and-wife pension would be \$1,230 (82% of \$1,500). If his wife outlived him, she would receive a monthly payment of \$615.

*75% Husband-and-Wife Pension*

*Non-Disability:*

- If you and your spouse are the **same age**, the monthly amount paid to you will be 88% of your basic benefit, as adjusted for the type of pension you are taking.

For example, if Maria's basic benefit were \$1,800, she and her husband were the same age, and she took a **regular** pension in this payment form, her monthly payment amount would be \$1,584 (88% of \$1,800). If her husband outlived her, he would receive a monthly payment of \$1,188.

- The benefit amount is further reduced by 0.4% for each full year your spouse is **younger** than you or increased by 0.4% for each full year your spouse is **older** than you (to the extent the adjusted benefit does not exceed 100%). For example if Maria's husband were 70 and she were 65 when she retired, her monthly payment amount would be \$1,620 (90% of \$1,800).

*Disability:*

- If you and your spouse are the **same age**, the monthly amount paid to you will be 76% of your basic benefit. The benefit amount is further reduced by 0.4% for each full year your spouse is **younger** than you or increased by 0.4% for each full year your spouse is **older** than you (to the extent the adjusted benefit does not exceed 100%).

For example, if Tony's basic benefit were \$2,000 and he and his wife were the same age, the monthly amount of a disability 75% husband-and-wife pension would be \$1,520 (76% of \$2,000). If his wife outlived him, she would receive a monthly payment of \$1,140.

*100% Husband-and-Wife Pension*

*Non-Disability:*

- If you and your spouse are the **same age**, the monthly amount paid to you will be 85% of your basic benefit, as adjusted for the type of pension you are taking.  
For example, if Tom's basic benefit were \$2,100, he and his wife were the same age, and he took a **regular** pension in this payment form, his monthly payment amount would be \$1,785 (85% of \$2,100). If his wife outlived him, she would receive a monthly payment of \$1,785.
- The benefit amount is further reduced by 0.5% for each full year your spouse is **younger** than you or increased by 0.5% for each full year your spouse is **older** than you (to the extent the adjusted benefit does not exceed 100%). For example if Tom's wife were 63 and he were 65 when he retired, his monthly payment amount would be \$1,764 (84% of \$2,100).

*Disability:*

- If you and your spouse are the **same age**, the monthly amount paid to you will be 70% of your basic benefit. The benefit amount is further reduced by 0.5% for each full year your spouse is **younger** than you or increased by 0.5% for each full year your spouse is **older** than you (to the extent the adjusted benefit does not exceed 100%).  
For example, if Raymond's basic benefit were \$1,900 and he and his wife were the same age, the monthly amount of a disability husband-and-wife pension would be \$1,330 (70% of \$1,900). If his wife outlived him, she would receive a monthly payment of \$1,330.

### **Single-Life Pension with 36-Month Guarantee**

This payment form is a single life annuity—in other words, there is no adjustment to your monthly amount for this payment form. If Jesse's basic benefit were \$2,300 and he took a *regular* pension in this payment form, his monthly amount would be \$2,300. He receives this for his lifetime. If he dies before receiving 36 monthly payments, his beneficiary would receive \$2,300 a month for the remainder of the 36-month period. If he dies after receiving at least 36 monthly payments, payments stop at his death.

### **Level Income Option**

The level income option is the equivalent of a single-life annuity, meaning there is no adjustment to cover the life expectancy of a second person. There are, however, adjustments to make your income more level over the years.

Under this payment form, your pension amount is adjusted to provide a higher monthly payment when you first retire. Higher payments will continue until you reach either age 62 or 65, and Social Security benefits can start. At this point, your payments will be reduced.

The amount of the initial increase and the subsequent reduction will depend on your estimated Social Security benefit, your age when you start your pension, and whether the reduction will start when you are age 62 or age 65. If you are interested in seeing the factors used, please see Article VII of the Rules and Regulations following this Summary Plan Description.

### **Frequently Asked Questions**

**Q Will I get any cost-of-living increases in my pension?**

**A** The Pension Plan does not provide for any automatic cost-of-living increases, but the financial position of the Pension Plan may permit the Board of Trustees to grant increases from time to time. The Board has granted such increases in the past.

### **IRS Limits on Benefits**

The IRS limits annual benefits paid from plans such as the Pension Plan. In the unlikely event you are affected by these limits, you will be notified.

If you have any questions about these limits, see Article XII of the Rules and Regulations immediately following this Summary Plan Description or contact the Administrative Office.

### **WHAT TO DO IF YOU DISAGREE WITH THE AMOUNT OF YOUR PENSION**

"Claims and Appeals Procedures" in chapter 13 describes the procedures you should follow if you think you did not get the full benefit amount to which you are entitled.

***Chapter 9***

**IF YOU BECOME  
DISABLED WHILE  
WORKING**

Discussed in this chapter are:

- What it means to be disabled
- Applying for a disability pension
- Converting an early retirement pension to a disability pension
- How long you can receive a disability pension
- Disability pension amount
- If you recover from your disability

If you become totally and permanently disabled before you reach retirement age for a regular pension, you may be eligible for a disability pension.

(To be eligible for a disability pension from the Plan, you must also have accumulated at least 5 years of future service pension credit. )

**WHAT IT MEANS TO BE DISABLED**

For purposes of eligibility for a disability pension, you will be considered totally and permanently disabled if

- you have been awarded a Social Security disability benefit by the Federal Social Security Administration in connection with your Old Age and Survivor's Insurance Coverage and
- you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to continue for your lifetime. This bodily injury or disease cannot be due to your committing or attempting to commit a felony, your engaging in any felonious activity or occupation, your inflicting an injury on yourself, habitual drunkenness, or the use of narcotics, unless these were administered pursuant to the orders of a licensed physician.

As proof that you are disabled, you will need to submit to the Administrative Office the official determination from the Social Security Administration that you are entitled to Social Security disability benefits.

The Board of Trustees may at any time require evidence of your continued entitlement to Social Security disability benefits.

**APPLYING FOR A DISABILITY PENSION**

To have your pension start as soon as possible, you should

- apply for a disability pension immediately after becoming disabled and

- send the Administrative Office a copy of your Notice of Award of disability benefits from the Social Security Administration as soon as you receive it.

Do NOT wait until you get the Notice of Award to apply for your disability pension.

### **90-Day Deadlines for Retroactive Benefits**

If you apply for a disability pension within 90 days after the date you become disabled and you send a copy of the Notice of Award within 90 days of when it was issued, your pension will start the first day of the month following the date you became disabled (as established in the Social Security disability award).

## **CONVERTING AN EARLY RETIREMENT PENSION TO A DISABILITY PENSION**

If you are receiving an early retirement pension and you are then awarded a Social Security disability benefit, you may elect to convert your early retirement pension to a disability pension (with the corresponding change in your monthly benefit)—if you meet all of the following requirements:

- you apply for Social Security disability benefits within 90 days of applying for an early retirement pension (see the box under “How to Request a Change” below for information on what happens if you miss this deadline),
- you are granted Social Security disability benefits by the Federal Social Security Administration in connection with your Old Age and Survivor’s Insurance Coverage within 36 months of the effective date of your early retirement pension,
- the Social Security disability award establishes that you were totally disabled on or before the effective date of your early retirement pension, and
- you comply with the 90-day deadline for requesting a change and submit all required documentation, as described below.

### **How to Request a Change**

You must submit the following to the Administrative Office within 90 days after the date of the Social Security Notice of Award of disability benefits:

- your request, in writing, to change the type of pension,
- written proof of the date your application for Social Security disability benefits was filed, and
- a copy of the Social Security Notice of Award of disability benefits.

If you meet the requirements, your disability pension will be effective on the annuity starting date for your early retirement pension or on the first of the month following the date of disability (as determined in the Social Security award), whichever is later. Any retroactive payments will be reduced by the amount of any early retirement pension payments you already received.

### **If You Apply for Social Security Disability Benefits More Than 90 Days After Applying for an Early Retirement Pension**

If you apply for Social Security disability benefits more than 90 days after applying for an early retirement pension, you may still convert your early retirement pension to a disability pension, provided

- the Social Security disability award establishes that you were totally disabled on or before the effective date of your early retirement pension,
- you are granted Social Security disability benefits within 36 months of the effective date of your early retirement pension, and
- within 90 days of receiving your Social Security Notice of Award of disability benefits, you submit to the Administrative Office a copy of the Notice of Award, written proof of the date your application for Social Security disability benefits was filed, and your written request to convert your pension to a disability pension.

The effective date of the change to a disability pension would then be the first of the month after you applied for Social Security disability benefits.

### **HOW LONG YOU CAN RECEIVE A DISABILITY PENSION**

The disability pension is payable for as long as you remain totally disabled.

Once you reach age 62, your pension will continue even if you recover, provided you remain retired (see "What It Means to Retire" in chapter 6 or "Prohibited Employment" in chapter 10 for more information).

### **DISABILITY PENSION AMOUNT**

The amount of your disability pension will be determined in the same way the amount of a regular pension is determined (see chapter 8, "Your Pension Amount").

### **IF YOU RECOVER FROM YOUR DISABILITY**

If you lose your entitlement to Social Security disability benefits or you recover from your disability, **you must report this fact to the Administrative Office within 15 days.**

Your pension benefits will stop, effective the date of your recovery. You may then re-enter covered employment and resume earning pension credit. The benefit values that will be applied to credits before and after your disability in determining your pension amount will depend on the date of your recovery and return to covered employment. Contact the Administrative Office if you would like more information.

**Chapter 10**

# **IF YOU RETURN TO WORK AFTER RETIRING**

Discussed in this chapter are:

- Prohibited employment
- Duty to notify the Administrative Office
- Suspension of benefits
- Pension payments after a suspension ends

Pensions are intended for participants who have retired from employment of the type covered by the Plan. For that reason, there are restrictions on the work you may do after retiring. Engaging in what is considered “prohibited employment” will cause your pension to be suspended. However, you may earn additional pension credit for such employment.

You must keep the Administrative Office informed about when you are starting or stopping prohibited employment.

## **PROHIBITED EMPLOYMENT**

What constitutes “prohibited employment” for you will depend on your age.

### **If You Have Not Yet Reached Normal Retirement Age**

If you have not yet reached normal retirement age, any employment in the building and construction industry is considered prohibited employment.

If you want to avoid having your pension suspended, you must refrain from any employment or activity in the building and construction industry. That includes any 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 (except this Plan’s Trust Fund).

**Normal retirement age is generally age 65 or your age on the fifth anniversary of your Plan participation, if older. Participation before a permanent break in service doesn’t count.**

Limited exemptions may be granted for work in specific jobs (detailer, office-based estimator, sales person, clerical staff, government inspector) with governmental agencies or employers bound to make contributions to the Trust. Any such work must be **specifically approved in advance** by the Board of Trustees. To be considered for such approval, you must be age 45 or older and have earned at least 15 pension credits. Contact the Fund Office for more information.

### **If You Have Reached Normal Retirement Age**

If you have reached normal retirement age, you may work in the industry for up to 40 hours a month while receiving your pension. For you, prohibited employment means any employment for wages or profit in excess of 40 hours per calendar month in

- your same trade or craft—any occupation in which you were employed at any time under the Plan, any occupation where you would use the same skills, or any self-employment or supervisory employment related to the same skills,
- the same industry—any industry that includes any employment covered by the Plan when you retired, and
- the same geographic area covered by the Plan—California, Arizona, and Nevada.

Exceptions are made only for employment in an office of this Plan’s Trust Fund.

### **If You Have Reached Age 70-1/2**

On April 1 after you have reached age 70-1/2, all restrictions on employment will end, and you may work wherever you like without affecting your pension.

### **DUTY TO NOTIFY THE ADMINISTRATIVE OFFICE**

You must notify the Administrative Office, in writing, that you are working in prohibited employment **within 3 days** of starting such employment. Failure to comply with this requirement can add to the length of time your pension payments are suspended (see “Suspension of Benefits” below).

You must provide the Trustees with any information they may request to establish the nature and extent of any employment after your pension starts. Any pension payments otherwise due may be withheld pending an adequate response from you.

You must also notify the Administrative Office in writing when your prohibited employment ends. Resumed benefit payments will be held back until you do so.

### **SUSPENSION OF BENEFITS**

You will not receive a pension payment for any calendar month you work in prohibited employment.

The suspension of benefits may extend beyond that time, as follows:

- **If you have not yet reached normal retirement age:**
  - If you have had a similar suspension in the past, your pension payments will also be suspended for 6 additional calendar months after you end the prohibited employment.
  - If you fail to notify the Administrative Office that you are working in prohibited employment within 3 days of its start, your pension payments will be suspended for 6 additional calendar months after you end the prohibited employment

Someone to whom both of these apply will have 12 additional months of suspension.

- **If you have reached normal retirement age,** it will be presumed, unless and until you provide evidence to the contrary, that you were working in excess of 40

hours a month for as long as your employer has been engaged in the project on which you are working.

If you receive pension payments when they should be suspended, the Trustees will recover the amount of such payments by offsetting the amount from your future monthly payments until the overpayment is fully recovered, to the extent permitted by law.

### **PENSION PAYMENTS AFTER A SUSPENSION ENDS**

Benefits will resume after the last month for which benefits were suspended, with payments starting no later than the third calendar month after that month. (This assumes you notify the Administrative Office that your prohibited employment has ended.)

If you earned additional pension credits during your return to work, you will be entitled to an increased pension based on the pension credit you earned and your age. The increased pension will be adjusted actuarially for any early retirement pension payments you received during your previous period(s) of retirement before normal retirement age. Any additional benefits will be determined at the end of the Plan year and will be payable the following June 1 (unless your benefits are suspended at that time).

#### **Frequently Asked Questions**

**Q Can I work outside the industry without any restrictions?**

**A** Yes. Work outside the industry will not affect your pension.

**Q Is there some way I can find out if the work I'm considering would be prohibited employment?**

**A** Yes. You may write to the Trustees requesting a determination of whether the employment you're contemplating would disqualify you from getting your pension payments.

**Q What if I don't agree that the work I'm doing is prohibited employment?**

**A** The notice of suspension of benefits you receive will include the specific reasons for the suspension, a copy of relevant Plan provisions and regulations, and information on how to request a review of the decision. You will have 180 days to request a review of the suspension. See "Claims and Appeals Procedures" in chapter 13 for more information.

You can also request review of a determination you request before starting the employment.

## **Chapter 11**

# **IN THE EVENT OF YOUR DEATH**

Discussed in this chapter are:

- Your beneficiary designation
- Death benefits if you should die before retiring
- What happens to your pension if you die after retiring

Any death benefit payable in the event of your death will depend on whether you die before or after retirement, as explained below.

Some forms of death benefits are available only to your legal spouse. Others are available to your designated beneficiary (which may be your spouse).

### **YOUR BENEFICIARY DESIGNATION**

It is important that you file a beneficiary designation with the Administrative Office and keep it up to date.

You may change your beneficiary designation without the consent of the beneficiary; however, if you are married, your spouse must approve of the change (unless the change is to designate him or her beneficiary). No change will be effective and binding unless it is received by the Board of Trustees before any beneficiary payments are made.

If you do not have a named beneficiary or if your beneficiary dies before you do, any benefits payable to a beneficiary will be distributed to your surviving spouse (if then alive), or to your children, or to your estate.

### **IF YOU DIE BEFORE RETIRING**

The Pension Plan provides for two types of death benefits if you should die before retiring: the pre-retirement surviving spouse benefit and the lump-sum death benefit.

***Only one of the two may be paid.***

#### **The Pre-Retirement Surviving Spouse Benefit**

*(Available only if you are vested at the time of your death)*

This provision allows your surviving spouse to receive the spouse portion of a 50% husband-and-wife pension if you die before applying for your pension. For your spouse to be eligible, the two of you must have been legally married for at least 1 year on the date of your death.

The Fund Administrator will determine the pension amount you would have received if your pension had become effective the day before you died. (If you were younger than age 62 on the date of death, it will be determined as if you had been age 62.) Provided

your spouse does not choose the lump-sum death benefit described below instead, he or she will receive a benefit that is 50% of the benefit you would have received had you retired before your death. Your spouse will receive this benefit for the rest of his or her life.

Benefits are payable starting with the first month after your death. Payments (including any retroactive amount due) cannot begin until your spouse applies for the benefit.

#### *Payment of Small Benefit*

If the actuarial present value of the pre-retirement surviving spouse benefit is \$5,000 or less at the time of your death, the Board of Trustees will pay your spouse the entire actuarial present value of your benefit in a one-time payment instead of making the lifetime payments described above. For information on how the actuarial present value of a benefit is determined, contact the Administrative Office.

### **Lump-Sum Death Benefit**

*(Available only if you are an active participant or a vested participant at the time of your death)*

The other death benefit available under the Plan is a one-time payment equal to the total amount of contributions made to the Pension Fund on your behalf (after a break in service, if any), up to a maximum of \$15,000.

This benefit is payable only if you do not have a legal spouse when you die or your legal spouse has waived his or her right to the pre-retirement surviving spouse benefit and allowed you to designate another beneficiary.

**Alternatively**, your legal spouse may elect to receive this lump-sum death benefit in lieu of the pre-retirement surviving spouse benefit. When the Trustees receive notice of your death, they will send your surviving spouse an explanation of the benefit amount payable under each type of death benefit. Your spouse will have 90 days to elect the lump-sum death benefit instead of the pre-retirement surviving spouse benefit.

#### **Rollover Option for Spouses**

Your spouse can roll over the lump-sum death benefit or the one-time payment of a small benefit to an IRA or eligible retirement plan, if he or she wishes to defer paying taxes. Your spouse will receive information on rollovers along with the information on his or her death benefit options.

### **IF YOU DIE AFTER RETIRING**

The death benefit payable if you die after retiring will depend on the payment form you elected:

- If you elected the 50% husband-and-wife pension, your surviving legal spouse will receive monthly payments that are 50% of the amount you were receiving. If your spouse is no longer living, payments stop at your death.

- If you elected the 75% husband-and-wife pension, your surviving legal spouse will receive monthly payments that are 75% of the amount you were receiving. If your spouse is no longer living, payments stop at your death.
- If you elected the 100% husband-and-wife pension, your surviving legal spouse will receive monthly payments that are 100% of the amount you were receiving. If your spouse is no longer living, payments stop at your death.
- If you elected the single-life pension with 36-month guarantee pension and you die before 36 monthly payments have been made, the remaining payments will be made to your beneficiary. If you have already received at least 36 monthly payments, payments stop at your death.
- If you elected the level income option and you die before receiving at least 36 monthly payments, your beneficiary will receive an amount that is equal to 36 times the monthly early retirement pension you would have been entitled to if you had not selected the level income option, minus the combined amount of all payments made to you before your death. If you have already received at least 36 monthly payments, payments stop at your death.

#### **If You Have a Former Spouse Eligible for Benefits**

If you have divorced, your ex-spouse may have rights that reduce or eliminate Pension Plan benefits to your current spouse or beneficiary in the event of your death. For more information, see "Rights of a Former Spouse" in chapter 7.

#### **Frequently Asked Questions**

**Q If I die, will my spouse or other beneficiary automatically be contacted about death benefits?**

**A** If your employer, the local union, or some other party notifies the Administrative Office of your death, the Administrative Office will contact your spouse or beneficiary. Otherwise, your spouse or beneficiary will need to notify the Administrative Office of your death to get the process started. You should alert your spouse or beneficiary to that need.

**Q What happens if my wife remarries after I die? Will she lose her benefit from the Pension Plan?**

**A** No, payments to your surviving spouse would not be affected by remarriage.

## **Chapter 12**

# **LIFE EVENTS**

Discussed in this section are:

- Marriage
- Divorce
- Adding a child to your family
- Moving
- Death of your beneficiary
- Death of your spouse

Discussed below are various life events that often prompt questions about their effect on Pension Plan participation. If you have questions that aren't addressed below, please contact the Administrative Office at 800-527-4613 or 626-792-7337.

### **IF YOU GET MARRIED**

If you get married, please contact the Administrative Office to update your records.

If you have not yet retired or you retired less than 3 years ago on a single-life pension with 36-month guarantee or under the level income option, you may wish to name your new spouse as your beneficiary. The Administrative Office can provide you with a beneficiary designation form.

If you wish to name or keep anyone other than your new spouse as your beneficiary, you will need your new spouse's approval.

#### **If You Get Married Just Before Your Pension Starts**

If you get married just before your pension starts, call the Administrative Office immediately to discuss your election of a payment form for your pension.

You will need your new spouse's written consent if you want to receive anything other than a 50% husband-and-wife pension.

See chapter 7 for more information about pension payment forms.

#### **Rights of a Former Spouse**

If you were married in the past, remember that your former spouse may have rights that reduce or eliminate the benefits that could be paid to your new spouse. See chapter 7 and "If You Get Divorced" below for more information.

## **IF YOU GET DIVORCED**

If you get divorced, please contact the Administrative Office to change your records. If you wish to change your beneficiary designation, the Administrative Office can provide you with the proper form.

### **Rights of Your Former Spouse**

Note that your former spouse may have rights to all or part of your benefit even if you designate a new beneficiary.

A court may issue a Qualified Domestic Relations Order (QDRO) in connection with your divorce requiring the Pension Plan to pay part or all of your pension benefit to your former spouse for reasons such as spousal or child support or division of marital property.

Further information about QDROs can be found in chapter 7. You can also contact the Administrative Office for more detailed information about the Pension Plan's QDRO procedures.

### **If You Divorce and Remarry Before You Retire**

If you divorce and remarry before you start receiving your pension, the rights of a former spouse could affect you two ways:

- These rights could reduce the benefit available to you and your new spouse.
- If you should die before retiring, a QDRO could require that the Pension Plan's death benefit be paid to your former spouse instead of your new spouse.

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

The effect of a divorce after you retire will depend on what payment form you elected when you applied for your pension:

- If you retire on a husband-and-wife pension and then divorce, the spouse to whom you were married when you retired remains entitled to the survivor benefit after a divorce (provided you were legally married for at least 1 year) and may be awarded all or part of your monthly benefit under a QDRO while you are still living. (If you were legally married for less than 1 year, your former spouse will not be entitled to the survivor benefit unless a QDRO awards it to him or her.)

If you remarry during your retirement, your new spouse will not be entitled to any benefits under your pension.

- If you retired on a single-life pension with 36-month guarantee and then divorce, your former spouse may be awarded all or part of your monthly benefit under a QDRO.
- If you retired under the level income option and then divorce, your former spouse may be awarded all or part of your monthly benefit under a QDRO.

See chapter 7 for more information about payment forms.

## **IF YOU ADD A CHILD TO YOUR FAMILY**

If you want to name your new child as the beneficiary for your pension benefits (or add the child to your list of beneficiaries), call the Administrative Office to request a beneficiary designation change form. Your spouse will need to approve the designation.

### **If You Take Time Off**

Taking time off work for a birth or adoption may affect your accumulation of vesting and pension credit.

#### *Pension Credits*

You need to work at least 350 hours in covered employment the year you take time off to earn some credit toward your eventual benefit. See chapter 8 for information on the dollar values assigned to pension credits in pension benefit calculations.

#### *Break in Service*

Your absence does not necessarily mean you will have a break in service. (A break in service, added to other consecutive breaks in service, could cause you to lose accumulated pension and vesting service credits if you are not vested.)

For purposes of preventing a break in service, the Pension Plan will treat hours you are absent from covered employment on account of parental leave as hours of service. (Parental leave can be for your own pregnancy, for the birth of your child, for placement of a child with you for adoption, or for care of a child immediately following birth or placement for adoption, including a trial period before adoption.) Up to 350 hours of such an absence will be counted toward hours of service in the Plan year the absence occurs; if you already have 350 hours of service in such a year, the credit will be given for the immediately following Plan year.

See chapter 3, "If You Don't Meet the Service Minimum Each Year," for more information about breaks in service.

## **IF YOU MOVE**

If you move, contact the Administrative Office immediately to report your change of address. This is very important because you do not want to miss receiving information about your benefit (or your pension checks, if you have already retired).

### **Frequently Asked Questions**

**Q If I'm still working, will moving affect my participation in the Pension Plan?**

**A** It shouldn't, provided you remain in covered employment in the geographic area covered by the Pension Plan.

If you leave the geographic area but stay in the industry and work for certain employers, you may end up being covered by a pension plan recognized by the

Board of Trustees as a related plan and eventually qualify for a pro rata pension. For more information, see the discussion of pro rata pensions in chapter 5 “If Your Employment Is Divided Among Different Plans.”

## **IF YOUR BENEFICIARY DIES**

Your beneficiary is the person you have designated to receive death benefits if you should die before retiring. There are also two payment forms that require you to designate a beneficiary for benefits after you retire: the single-life pension with 36-month guarantee and the level income option.

If your beneficiary dies before you have begun receiving your pension or while you are in the first 36 months of receiving a single-life pension with 36-month guarantee or a pension under the level income option, you should request a form from the Administrative Office to name a new beneficiary.

If you are married and your spouse is your beneficiary, you should also refer to “If Your Spouse Dies” below.

## **IF YOUR SPOUSE DIES**

If your spouse dies, you should contact the Administrative Office to update your records.

If your spouse’s death occurs as you are about to start receiving your pension, you should discuss your pension payment form with Administrative Office staff to make sure it is appropriate for your situation.

If you have already started receiving your pension and you are receiving it in the form of a husband-and-wife pension, your monthly benefit amount will increase after your spouse’s death to the monthly amount you would have received under the single-life pension with 36-month guarantee form of payment. The increase will be effective for payments starting the month after your spouse’s death, provided you furnish the Administrative Office with a certified copy of the death certificate within 12 months of the date of death.

## ***Chapter 13***

# **OTHER IMPORTANT PENSION PLAN INFORMATION**

Discussed in this section are:

- Claims and appeals procedures
- Your rights under ERISA
- General Pension Plan information
- Plan facts

## **CLAIMS AND APPEALS PROCEDURES**

NOTE: A “claim” usually means an application for a pension. However, the information below also applies in two other situations:

- The time frames and appeals procedures discussed below for decisions on disability pensions also apply to decisions on the granting of pension credit when a total disability prevents a participant from working in covered employment.
- The appeals procedures discussed below also apply to a decision to suspend your pension benefits for engaging in prohibited employment after retirement or an advance determination that employment you are contemplating is prohibited.

### **Filing a Claim**

Your application for a pension must be made in writing on a form available from the Administrative Office and sent to the Administrative Office with the required documentation.

A spouse or beneficiary applying for benefits may also obtain the proper form from the Administrative Office. *(Use of the word “you” in the discussion below should be construed as also applying to spouses and beneficiaries.)*

Your application will not be considered **complete** until the Administrative Office receives all the information required for that application.

Your claim will be considered **filed** when your application is received by the Administrative Office, regardless of whether all information necessary to make a benefit determination accompanies your application.

### **Initial Determination of a Claim**

#### *Pensions Other Than Disability Pensions*

The law allows a reasonable amount of time for the Administrative Office (acting for the Board of Trustees) to evaluate your application (claim) and determine whether to pay benefits based on the information in your application.

You are entitled to receive written notice of whether your claim is to be allowed or denied, in full or in part, within 90 days of filing the claim. The time limit may be extended for up to another 90 days in special cases (if the Administrative Office determines that special circumstances require extra time for processing), but in such a

case you will be notified of the reason for the delay before the expiration of the initial 90-day period and will be told when you can expect a decision.

If the delay is due to your failure to submit all necessary information, the days that elapse between the time you are asked for the additional information and the time you supply it will not count toward the 90- or 180-day limits.

If you file an application for pension benefits and do not receive a response within 90 days of when your claim was filed, you may deem your claim to have been denied and follow the appeals procedures set forth below.

### *Disability Pensions and Granting of Pension Credits During a Disability Absence from Employment*

The law allows a reasonable amount of time for the Administrative Office to evaluate your application (claim) and determine whether to pay benefits based on the information in your application.

You are entitled to receive written notice of whether your claim is to be allowed or denied, in full or in part, within 45 days of filing the claim. The time limit may be extended for up to another 30 days if the Administrative Office determines that circumstances beyond the control of the Pension Plan require the extension, but in such a case you will be notified of the reason for the delay before the expiration of the 45-day period and will be told when you can expect a decision.

If the Administrative Office then determines that a decision cannot be made before the first 30-day extension ends, due to circumstances beyond the control of the Pension Plan, the period for making the decision may be extended for up to another 30 days. You will be notified in writing of the reason for the delay before the expiration of the first 30-day extension and told when you can expect a decision.

If the delay is due to your failure to submit all necessary information, the days that elapse between the time you are asked for the additional information and the time you supply it will not count toward any of the time limits mentioned above. Your notice of extension will specifically explain the Plan provisions on which the entitlement to disability benefits is based, the unresolved issues that prevent a decision, and the additional information needed to resolve those issues. You will be given at least 45 days to provide the specified information.

If you do not receive a response within 45 days of filing a claim for a disability pension or applying for pension credit for a disability absence from employment, you may deem your claim to have been denied and follow the appeals procedures set forth below.

### **What Is Included in a Denial Notice**

If your application for benefits is denied, in whole or in part, you will receive a written notice of claim denial and be given the opportunity for a full and fair review of the benefit decision.

The denial notice will include the following:

- 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 material or information you need to provide if you want the matter reviewed and an explanation of why it is necessary, and
- 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 (the Employee Retirement Income Security Act) following an adverse benefit determination on review.

If a specific rule, guideline, protocol, or other similar criterion was relied upon in making an adverse decision, your denial notice will state that such rule, guideline, protocol, or other similar criterion was relied upon and tell you that a copy will be provided to you free of charge upon request.

### **Appealing the Decision**

If you believe your claim was wrongly denied or that you did not receive the full amount of benefits to which you are entitled, you have the right to petition the Board of Trustees to reconsider the decision.

Your petition for reconsideration

- must be in writing,
- must state in clear and concise terms the reason(s) for your disagreement with the decision on your claim,
- may include documents, records, and other information related to the claim, and
- must be filed by you or your authorized representative with the Administrative Office within 60 days of the date you received your denial notice—or, if your claim is for a disability pension, pension credit during a disability absence from employment, suspension of your pension for engaging in prohibited employment after retiring, or a determination that employment you are contemplating after retirement is prohibited, within 180 days of the date you received your denial notice.

Changes or additions after filing may be allowed if the Board of Trustees finds good cause. If you miss the 60- or 180-day deadline mentioned above for filing an appeal, you will be considered to have waived your right of appeal. This shall not preclude you from establishing your entitlement to a benefit at a later date based on additional information or evidence not available at the time of the benefits denial.

### **During the Review**

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.

Material will be considered relevant if it was relied upon in making a benefit determination; was submitted, considered, or generated in the course of making a decision (even if it was not relied upon); or demonstrates that the determination was made in accordance with Pension Plan provisions and that such provisions are applied consistently.

If your claim concerns a disability pension or pension credits during a disability absence from employment, relevant material includes the Pension Plan's policy or guidance with respect to the benefit denial (even if not relied upon). If the advice of a medical or

vocational expert was obtained on behalf of the Pension Plan in connection with the denial (even if this advice was not relied upon), the expert will be identified.

Reviewers will take into account all comments, documents, records, and other information you submit, without regard to whether it was submitted or considered in the initial benefit determination. The Board of Trustees will not afford any deference to the initial benefit determination.

If the adverse determination is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This consultant will be someone other than an individual consulted in connection with the initial determination and will not be the subordinate of any individual consulted in connection with the initial determination.

### **The Review Decision**

A decision will be made by the Board of Trustees, or a committee designated by them, no later than the date of the quarterly meeting of the Board of Trustees that immediately follows receipt of your request for review (provided your request is received at least 30 days before the meeting; if not, it will be made by the date of the second meeting after receipt of your request). If special circumstances require more time, a decision will be made no later than the third meeting, and you will be notified of the reasons for the delay and the date you can expect a decision before such an extension of time begins.

You will receive notification of the benefit determination on review no later than 5 days after the determination is made.

The notification will be in writing and will include the reason(s) for the determination, including references to the specific Pension Plan provisions on which the determination is based (in the case of a claim for a disability pension or pension credits during a disability absence from employment, it will also include the specific rule, guideline, protocol, or other similar criterion relied upon in making the adverse determination). It will also include a statement that you are entitled to request and receive, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim.

The denial of a claim to which the right to review has been waived, or a decision of the Board of 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 §502(a) of ERISA. Following issuance of the written decision of the Board of Trustees on an appeal, there is no further right of appeal to the Board of Trustees or right to arbitration.

## **YOUR RIGHTS UNDER ERISA**

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

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

You have the right to:

- Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Pension Plan. These documents include insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Pension Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Pension Plan. These include insurance contracts and 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 Pension Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Pension Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Pension Plan must provide the statement free of charge.

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

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

## **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 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 Pension 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 Pension Plan fiduciaries misuse the Pension 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 Pension 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 Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue N.W.  
Washington, D.C. 20210

You may 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>.

## **GENERAL PENSION PLAN INFORMATION**

### **Top-Heavy Provisions**

Federal law limits the percentage of plan benefits that can be earned by certain highly paid employees. A plan that exceeds this limit is considered "top-heavy," and the administrator of such a plan has to take actions to bring the plan into compliance (for example, set minimum benefit levels for some employees or shorten their vesting period). If the Plan becomes top-heavy, you will receive information on the actions being taken.

### **Assignment of Your Benefits or Your Interest in the Plan**

You may not sell, transfer, or assign to anyone else your right to receive Pension Plan benefits.

Your pension or right to a pension is exempt from the claims of creditors. However, the Pension Plan is required to comply with requirements to assign part or all of participants' benefits under Qualified Domestic Relations Orders (QDROs). Also, when benefits become payable, the Plan is required to honor a valid Federal tax lien or levy.

If you wish, you may authorize that the self-pay premiums for coverage under the California Field Ironworkers Welfare Plan—Retiree be deducted from your pension checks.

### **Liability Limits**

The Pension Plan has been adopted on the basis of an actuarial calculation that has established, to the extent possible, that the contributions, if continued, will be sufficient to maintain the Plan on a permanent basis.

The Board of Trustees, individually or collectively, the employer associations, individual employers, and local unions will not be liable for providing the benefits established by this Plan if the Pension Fund does not have assets to make such benefit payments. Except for the liabilities that may result from provisions of ERISA, individual employers will not be obligated to make contributions beyond those stipulated in the applicable collective bargaining agreement.

### **PBGC Insurance**

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal insurance agency. A multiemployer plan is a collectively bargained pension 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.

The maximum benefit that the PBGC guarantees is set by law. 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:

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

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law,

- benefit increases and new benefits based on plan provisions that have been in place for less than 5 years at the earlier of the date the plan terminates or the time the plan becomes insolvent,
- benefits that are not vested because you have not worked long enough,
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent, or
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

You may also call the PBGC toll-free at 800-400-7242. TTY/TDD users may call the Federal relay service toll-free at 800-877-8339 and ask to be connected to the appropriate number. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

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

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

- **Breaks in service.** If you have a sufficient number of consecutive breaks in service, you may fail to vest in your benefit (acquire ownership rights). Even if you later vest, you would lose any vesting service and pension credit you earned before a permanent break in service. See chapters 3 and 4 for more information.
- **Separation from service.** If you have one or more separations from service, any benefits payable as a result of service predating a separation will be determined according to the Pension Plan provisions in effect when you separated rather than the Pension Plan provisions when you retire. See chapter 3 for more information.
- **Failure to apply for your benefit.** You cannot receive a pension without applying for it.
- **Making false statements in your claim for benefits.** If you make a false statement in your claim for benefits, the Board of Trustees will recoup, offset, or recover any amount paid to you to which you were not rightfully entitled under the provisions of this Plan. In addition, if you have not yet reached normal retirement age, the Trustees will have the right to deny you up to 18 monthly benefit payments.
- **Failure to update your address.** If you move, it is your responsibility to keep the Administrative Office informed about where it can reach you. Otherwise, you may not receive important Pension Plan information (or your benefit checks or 1099-Rs after retirement). If the Board of Trustees is unable to locate you for 2 years after any benefit becomes payable or benefit checks remain uncashed for 2 years from

the date of issue, it may direct that benefits for you be suspended. Benefits will be reinstated when you subsequently present yourself.

- **Qualified Domestic Relations Orders (QDROs).** If you have divorced, the Pension Plan may be required to pay all or part of your benefit to your spouse, former spouse, or dependents under a court order.
- **Returning to work in the industry after retiring.** Your pension benefits will be suspended if you engage in certain employment after your pension starts. If you have not yet reached normal retirement age, the suspension may last up to 12 additional months after the prohibited employment ends. See chapter 10 for more information, including requirements for keeping the Administrative Office informed of the start and finish of such employment.

Any factors affecting your benefit will depend on your particular situation. If you have questions, contact the Administrative Office at 800-527-4613 or 626-792-7337.

<b>PLAN FACTS</b>
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<b>Name of Plan</b>	The California Ironworkers Field Pension Trust
<b>Type of Plan</b>	Defined benefit plan
<b>Employer Identification Number</b> (issued to the Board of Trustees by the IRS)	95-6042866
<b>Plan Number</b>	001
<b>Plan Year</b>	The period used for computing pension credit and vesting service credit is June 1 of one year through May 31 of the following year.
<b>Plan Administrator</b>	Board of Trustees California Ironworkers Field Pension Trust 131 North El Molino, Suite 330 Pasadena, CA 91101-1814 800-527-4613 626-792-7337

Continued

<b>Agent for Service of Legal Process</b>	<p>Glen Cline  Ironworkers Employees' Benefit Corporation  131 North El Molino, Suite 330  Pasadena, CA 91101-1814</p> <p>Service of legal process may also be made upon a Plan Trustee.</p>
<b>Source of Contributions</b>	<p>All contributions to the Plan are made by employers in accordance with the collective bargaining agreements or other agreements.</p> <p>The Administrative Office will provide any participant or beneficiary, upon written request, information as to whether a particular employer is contributing to the Trust Fund on behalf of employees working under the collective bargaining agreement and the address of any such employer.</p>

### **Plan Administration**

The Pension Plan is administered and maintained by a joint labor-management Board of Trustees at the address and telephone numbers shown opposite "Plan Administrator" in the chart above.

The Board of Trustees consists of an equal number of representatives of the Union and of the employers. See "Trustees" below for their names and business addresses.

The Board of Trustees has engaged a non-profit corporation to perform the routine administrative functions of the Trust. The name, address, and telephone numbers of this Fund Administrator (also known as the Administrative Office) are as follows:

Ironworker Employees' Benefit Corporation  
131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1814  
800-527-4613  
626-792-7337

### **Authority**

The Trust Agreement gives the Board of Trustees exclusive authority to interpret the Rules and Regulations of the Pension Plan.

Only the Board of Trustees has the authority to determine the following: eligibility to participate in the Plan, the manner in which hours are credited, eligibility for any benefit, when benefits are to be discontinued, status (covered or non-covered employee), the level of benefits, and application of the Rules and Regulations of the Plan.

### **Trustees**

The names and addresses of the Trustees are as follows:

### **Employee Trustees**

David Alexander  
Ironworkers Local 416  
13830 San Antonio Drive  
Norwalk, CA 90650

Emo Coleman  
Ironworkers Local 229  
5155 Mercury Point  
San Diego, CA 92111

Jack Estes  
Ironworkers Local 155  
5407 E. Olive, Suite 16  
Fresno, CA 93727

Jim Garner  
Ironworkers Local 433  
2057 S. Atlantic Blvd.  
Los Angeles, CA 90040

Dan Hellevig  
Ironworkers Local 377  
570 Barneveld Avenue  
San Francisco, CA 94124

John Rafter  
Ironworkers Local 118  
2840 El Centro Road, Ste 118  
Sacramento, CA 95833

Joe Standley  
131 N. El Molino Avenue, Ste 330  
Pasadena, CA 91101

Don Zampa  
Ironworkers Local 378  
3120 Bayshore Road  
Benicia, CA 94510

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

## **Organization Used for Accumulation of Assets and Provision of Benefits**

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreements and the Trust Agreement and held in a trust fund.

The actions of the Trustees in governing the Pension Trust Fund are ruled by an Agreement and Declaration of Trust. This Agreement provides that all money paid in to the Pension Trust Fund or earned by the Pension Trust Fund can be used only for the purpose of providing pensions for the participants covered by the Pension Plan and for defraying administrative expenses.

The Fund's assets and reserves are held in custody and invested by professional investment managers.

No one, including employer associations, individual employers, local unions, employees, and pensioners, shall have any right, title, or interest in or to the Fund other than as specifically provided in the Trust Agreement or in the Rules and Regulations of the Pension Plan. Neither the Fund nor any contributions to the Fund shall be in any manner liable for or subject to the debts, contracts, or liabilities of any of the individual employers, any employer association, any local union, or any employee or pensioner.

## **Collective Bargaining Agreements**

The Plan is maintained pursuant to collective bargaining agreements. For information on how to obtain or examine copies, see "Plan Documents" below.

## **Plan Documents**

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

- The Rules and Regulations of the Pension Plan and amendments, including any amendments adopted after this Summary Plan Description is printed (the full text of the Rules and Regulations is also included in this binder, immediately following this Summary Plan Description)
- The Trust Agreement
- A summary of the annual report
- A full annual report (Form 5500)
- Copies of the collective bargaining agreements

Upon written request, copies will be furnished by mail. There may be a charge for copies of the Trust Agreement, full annual report, or collective bargaining agreements, so you should contact the Administrative Office to find out what the charge would be before sending in your request.

## **Plan Amendment or Termination**

The Board of Trustees may amend the Plan at any time, consistent with the provisions of the Trust Agreement. The Trustees will make every effort to ensure that you are informed of any changes in the Plan and any election you may need to make.

No amendment may decrease your accrued benefit, except as necessary to maintain the qualified status of the Plan under the Internal Revenue Code, for compliance with ERISA, or as allowed under the Internal Revenue Code and ERISA and approved or not disapproved by the Secretary of Labor. Any amendment that changes the Plan's vesting schedule will not reduce your nonforfeitable accrued benefit.

The Board of Trustees also has the right to discontinue or terminate the Plan, in whole or in part. If the Pension Plan were to terminate, you would immediately be vested in whatever benefit you had accrued up to that point, to the extent funded. The money in the Trust Fund, to the extent possible, would be used to provide the benefits that are due according to the priority required by law and stated in the Rules and Regulations.

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

# APPENDIX A. PENSION BENEFIT GUIDE FOR PARTICIPANTS WHO LEAVE COVERED EMPLOYMENT AFTER VESTING

This guide was prepared to help you manage your participation in the Pension Plan after your separation from service. Currently, you incur a separation from service if you fail for 2 consecutive calendar years to work at least 350 hours per year in covered employment.

The information in this guide applies only if you are vested.

See chapters 3 and 4 for more information about separating from service and vesting requirements.

## STATEMENTS

You will receive an annual statement showing the total pension credits you earned.

## ADDRESS CHANGES

It is your responsibility to keep the Administrative Office (800-527-4613 or 626-792-7337) informed of any address changes. If the office does not have your current address, you may miss receiving important information about the Pension Plan.

If the Board of Trustees is unable to locate you for 2 years after any benefit becomes payable, it may direct that benefits for you be suspended. Your benefits will be reinstated when you subsequently present yourself.

## YOUR PENSION PLAN BENEFIT

The provisions of the Pension Plan in effect on the date of your separation from service will determine how your benefit is calculated.

## APPLYING FOR YOUR BENEFIT

You have a right to a vested pension. You are eligible to apply for payment of this pension once you have reached

- age 62 or
- earlier than age 62, if you meet the requirements for an early retirement pension:

- You are eligible for an early retirement pension if you have reached age 45 and have accrued at least 10 years of future service pension credit (pension credit earned for periods on or after June 1, 1958).
- You can also qualify for an early retirement pension by including past service credit. In such a case, you must have reached age 55 but not yet reached age 62 and you must have at least 10 years of pension credit, including at least one full year of pension credit since June 1, 1956.

Note that if you apply for your pension before reaching age 62, it will be calculated as an early retirement pension, with a lower monthly amount than you would receive if you waited until age 62.

When you want to apply for your benefit, contact the Administrative Office to request a pension application form. You may wish to allow 2 to 3 months for processing, in case the Administrative Office needs to verify past employment.

For more information about applying for your pension, including a discussion of the payment forms available, see chapter 7.

### **AMOUNT OF YOUR PENSION**

The amount of your pension will be determined in the same way as a regular, early retirement, or delayed retirement pension, as applicable.

Chapter 8 has examples of how these pensions are calculated. Bear in mind, however, that the discussion in chapter 8 applies only to pensions calculated under the Pension Plan provisions in effect when this Summary Plan Description was printed.

Your benefit will be determined under the provisions of the Pension Plan in effect when your separation from service occurred.

### **IF YOU RETURN TO COVERED EMPLOYMENT**

If you return to covered employment and earn additional pension credits, the value of the benefit you earn after your return will be added to the value of the benefits you earned before your separation from service in determining your monthly pension amount. The part of your benefit attributable to service after your return will be determined according to the Pension Plan provisions in effect then.

### **IF YOU LEAVE COVERED EMPLOYMENT UNDER THIS PENSION PLAN BUT STAY IN THE INDUSTRY**

The Board of Trustees recognizes certain pension plans in the industry as related plans. If you get a job covered by one of those plans, you may be able to combine credited service under the related plan and the Pension Plan for the California Ironworkers Field Pension Trust in meeting eligibility requirements for a "pro rata" pension. Pro rata

pensions are provided for employees who would not otherwise qualify for a pension under any single plan or whose pensions would be less than the full amount because their years of employment have been divided between two or more plans.

See chapter 5 for more information about splitting employment among plans and chapter 8 for information about how the basic benefit for a pro rata pension is calculated.

# APPENDIX B. PENSION BENEFIT GUIDE FOR BENEFICIARIES AND SPOUSES OF DECEASED PARTICIPANTS

The Board of Trustees and the employees of the Administrative Office extend their condolences to you at this difficult time. This guide has been prepared to help you attend to the Pension Plan matters associated with your loss.

## CONTACTING THE ADMINISTRATIVE OFFICE

The Administrative Office staff stands ready to guide you through the process of applying for benefits and answer any questions you may have. The address and telephone numbers of the office are as follows:

Ironworker Employees' Benefit Corporation  
131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1814  
800-527-4613 or 626-792-7337

The office is open Monday through Friday from 8 a.m. to 5 p.m.

Be prepared to provide the office staff with the name of the deceased participant and the date of death. The staff will send you any forms you need to complete to apply for a benefit and let you know of any documentation that may need to be provided.

## POSSIBLE BENEFITS

The benefits payable to you will depend on whether the participant died before or after retiring, whether the participant was married, and your relationship to the deceased participant (spouse or a non-spouse beneficiary), as explained below.

NOTE: The Administrative Office staff may discuss a participant's death benefits only with a spouse, an officially designated beneficiary, or a properly authorized representative.

### **Rights of a Former Spouse**

If the participant was married and divorced in the past, you should be aware that the rights of a former spouse or other family member to any share of the participant's pension benefit, as set forth under a Qualified Domestic Relations Order (QDRO), will take precedence over any claims of the participant's legal spouse or beneficiary at the time of retirement or death.

Further information about QDROs can be found in chapter 7 of this Summary Plan Description. You can also contact the Administrative Office for more detailed information about the Pension Plan's QDRO procedures.

### **IF THE PARTICIPANT DIED BEFORE RETIRING**

#### **Spousal Benefits**

If you are the spouse of a participant who died before retiring, you may be eligible for a pre-retirement surviving spouse benefit or lump-sum death benefit.

When the Administrative Office receives notice of your spouse's death, it will send you an explanation of the benefit amount payable under each type of death benefit. You will have 90 days to elect the lump-sum death benefit if you want that instead of the pre-retirement surviving spouse benefit.

#### *The Pre-Retirement Surviving Spouse Benefit*

Requirements for eligibility:

- The participant must have acquired ownership rights to his or her benefit. This is known as "vesting." (If you are interested in conditions for vesting, please see chapter 4 of this Summary Plan Description.)
- You must be the participant's legal spouse—have been legally married to him or her for at least 1 year on the date of death.
- You cannot have signed away your right to a survivor's benefit by consenting in writing to your spouse's designation of someone else as beneficiary.

The pre-retirement surviving spouse benefit would provide you with a monthly benefit payment for the rest of your life. Benefits are payable starting with the first month after your spouse's death. Payments (including any retroactive amount due) cannot begin until you apply for the benefit.

Your monthly payment amount will be 50% of the husband-and-wife pension your spouse would have received if the pension had become effective the day before he or she died. The Administrative Office staff can tell you how the benefit is calculated and what the monthly amount will be.

#### **Payment of Small Benefit**

If the actuarial present value of the pre-retirement surviving spouse benefit is \$5,000 or less at the time of your spouse's death, the Board of Trustees will pay you the entire

actuarial present value of the benefit in a one-time payment instead of making the lifetime payments described above. This one-time payment can be rolled over to an IRA or eligible retirement plan, if you wish to defer paying taxes (and avoid mandatory withholding of 20%, if you do a direct rollover). You will be provided with information on rollovers. For information on how the actuarial present value of a benefit is determined, contact the Administrative Office.

#### *The Lump-Sum Death Benefit for Surviving Spouse*

The other death benefit available under the Plan is a one-time lump-sum payment equal to the total amount of contributions made to the Pension Fund on your spouse's behalf, up to a maximum of \$15,000. You may elect to receive this instead of the pre-retirement surviving spouse benefit described above.

Requirements for eligibility:

- Your spouse must have been an active participant or have acquired ownership rights to his or her benefit (been vested) at the time of death.
- You must be your spouse's sole beneficiary—if you have consented in writing to the designation of someone else as beneficiary for all or part of the death benefit, that beneficiary will receive the portion designated for him or her by your spouse.

You may roll over the lump-sum death benefit to an IRA or eligible retirement plan, if you wish to defer paying taxes (and avoid mandatory withholding of 20%, if you do a direct rollover). You will be provided with information on rollovers.

#### **Beneficiary Benefits**

If you are designated as the participant's beneficiary (or one of his or her beneficiaries) on the beneficiary form on file with the Administrative Office, you may receive the lump-sum death benefit.

Requirements for eligibility:

- The participant must have been an active participant at the time of death or have qualified for death benefits by becoming vested in the Plan (see chapter 4 of this Summary Plan Description if you are interested in vesting requirements).
- The Pension Plan cannot be paying the participant's death benefits entirely to the spouse in one of the forms described under "Spousal Benefits" above.

The death benefit payable in these circumstances is a one-time payment equal to the total amount of contributions made to the Pension Fund on the participant's behalf, up to a maximum of \$15,000. If you are one of a number of designated beneficiaries, your payment will be for a portion of the benefit, as directed by the participant.

#### **IF THE PARTICIPANT DIED AFTER RETIRING**

Payment of benefits when a participant dies after retiring depends on what payment form the participant selected for his or her pension:

- If the participant elected a husband-and-wife pension and you are the surviving legal spouse, you will receive monthly payments that are 50%, 75%, or 100% of the amount your spouse was receiving, depending on what payment form your spouse chose.
- If the participant elected a single-life pension with 36-month guarantee pension and died before 36 monthly payments had been made, the remaining payments will be made to the designated beneficiary. If you are the beneficiary, this means you will receive any remaining payments (or a portion, if there are multiple beneficiaries). If the participant had already received at least 36 monthly payments, payments stop at his or her death.
- If the participant elected the level income option and died before receiving at least 36 monthly payments, the designated beneficiary will receive an amount that is equal to 36 times the monthly early retirement pension the participant would have been entitled to if he or she had not selected the level income option, minus the combined amount of all payments made to the participant before death. If the participant had already received at least 36 monthly payments, payments stop at his or her death.

#### **APPEALING A BENEFITS DECISION**

If your application for benefits is denied or you believe you did not receive the full amount due you, you have the right to request a review. See "Claims and Appeals Procedures" in chapter 13 of this Summary Plan Description. That section explains the written notification you will receive and what to do if you want to appeal the decision.

#### **SOCIAL SECURITY DEATH BENEFITS**

If you are the spouse of a deceased Pension Plan participant, you and your dependent children may also be eligible for Social Security death benefits. You should contact the Social Security Administration by calling 800-772-1213 or visiting the Internet site at [www.ssa.gov](http://www.ssa.gov).

# GLOSSARY OF TERMS USED IN THE SUMMARY PLAN DESCRIPTION

The definitions in this glossary have been simplified and stripped of technical detail to serve as a convenient quick reference. For the official, detailed definitions of these terms and others, please see the Plan's Rules and Regulations, which follow this Summary Plan Description.

**Administrative Office.** The office to which all communications about your pension should be addressed, including anything directed to the Board of Trustees, any inquiries about your rights and benefits and responsibilities, and any notice you may be required to give the Plan. The name, address, and telephone numbers are as follows:

Ironworker Employees' Benefit Corporation  
131 North El Molino Avenue, Suite 330  
Pasadena, CA 91101-1814  
800-527-4613  
626-792-7337

**Annuity starting date.** The date your pension starts (also called the "pension effective date"). It is usually the first day of the month after you have met all the requirements for a benefit, including the filing of an application for benefits.

**Break in service.** What you incur if you fail to complete at least 350 hours of service during a Plan year. If this happens 5 years in a row, you will have a permanent break in service and lose all vesting service and pension credits for work before the break. Only participants who are not yet vested incur breaks in service.

**Covered employment.** Work for which your employer is required to contribute to the Pension Trust.

**Future service pension credits.** Pension credit received for work since June 1, 1958. Whether or not you are granted a pension credit depends on how many hours you work in covered employment during a Plan year. Pension credits determine the amount of any pension you receive.

**Husband-and-wife pension.** A pension that pays you a lifetime monthly benefit after you retire. If your legal spouse outlives you, he or she begins receiving a monthly lifetime benefit after your death. The amount your spouse would receive can be 50%, 75%, or 100% of the amount you were receiving, depending on what payment form you choose when you retire.

**Legal spouse.** For purposes of the pre-retirement surviving spouse benefit, your legal spouse is the person to whom you have been legally married for at least 1 year on the date of your death. When you retire and apply for your pension, your legal spouse is the person to whom you were legally married on your annuity starting date and legally married for at least 1 year before your death.

**Local union.** Any of the local unions affiliated with the International Association of Bridge, Structural and Ornamental Ironworkers that are signatory to the Trust Agreement or Iron Workers Local Union 844. This term can also include any other local union accepted by the Trustees for participation in the Plan.

**Normal retirement age.** Generally, the later of age 65 or your age on the 5<sup>th</sup> anniversary of your participation in the Plan (not counting participation before a permanent break in service).

**Past service pension credits.** Pension credits granted for work before June 1, 1958, in what is now covered employment. These are added to your future service pension credits for determination of your pension benefit amount.

**Plan year.** The period of 12 consecutive months from June 1 of one year through May 31 of the following year. The Plan year is used as the measuring period for determining whether you have worked sufficient hours to receive pension credit and vesting service credit.

**Pro rata pension.** A pension granted to an employee whose employment has been split between employment creditable under this Pension Plan and employment creditable under related plans and who would otherwise be ineligible for a pension or would receive less than the full amount.

**Qualified Domestic Relations Order (QDRO).** An order issued by the court in a divorce, child support, or similar proceeding that may require payment of part or all of your benefit to a spouse, former spouse, or dependent(s).

**Related plan.** A plan that is recognized by the Board of Trustees for purposes of pro rata pensions. You can combine service under a related plan with service under this Plan to avoid breaks in service and qualify for a pro rata pension.

**Separation from service.** What you will have if you fail to complete at least 350 hours of service in covered employment for 2 consecutive Plan years. Any pension benefit attributable to work before a separation from service will be determined under the Plan provisions in effect at the time of the separation.

**Single-life pension.** A lifetime income that covers the life span of one person only. Payment amounts for such a pension are higher than those of pensions that have to take into account the life span of a second person, such as a spouse.

**Vested.** Having acquired ownership rights or entitlement to your accrued benefit from the Pension Plan.

**Vesting service credits.** Credits used in determining whether you are vested in your benefit. They also are part of the eligibility criteria for some types of pensions. You currently earn 1 year of vesting service credit for each year you complete 1,000 hours of service in covered employment.

**Vested pension.** The type of pension you receive if you leave covered employment after vesting and apply for your pension later, when you retire.

## **IMPORTANT NOTES**

### **About This Summary Plan Description**

The material in this Summary Plan Description was written to explain as clearly as possible your rights and benefits and other important features of your Pension Plan. For purposes of clarity, some of the precise detail of the full text of the Plan (the Plan's Rules and Regulations, which immediately follow this Summary Plan Description) has been left out.

Every effort has been made to ensure the accuracy of the summary. However, we must emphasize that nothing in this summary is intended to change or extend any of the Plan's provisions. If there should be any question or conflict, it would be decided on the basis of the full text of the Pension Plan.

### **Authorized Sources of Information**

Only the full Board of Trustees is authorized to interpret the Plan. No local union, local union officer, business agent, local union employee, employer, or employer representative or Administrative Office personnel, consultant, or attorney is authorized to speak for, or on behalf of, the Trustees of this Plan or to commit the Trustees of this Plan on any matter relating to the Plan without the express authority of the Board of Trustees.

If you have any questions about this Summary Plan Description or the Pension Plan, please direct them to the Administrative Office. The staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The Administrative Office is the only official source of information about the Plan and your status.

Official communications of the Pension Plan must be in writing, signed on behalf of the Board of Trustees or by the authorized Fund Administrator. Information from other sources is not official and may not be correct.