Summary Plan Description of the Laborers National Pension Fund
This Spanish language version of this book is provided for the convenience of Spanish-speaking participants. However, the English language version of this book and the Rules and Regulations is the only official, binding version. Any dispute concerning the interpretation or application of this book or the Rules and Regulations will be decided by the Board of Trustees based on the English language version.
June 1, 2004

Dear Participant:

For more than 35 years, the Laborers National Pension Fund has been providing retirement income security for laborers employed in pipeline building and maintenance, building and construction, and other industries in more than 20 states. To date, more than $1.5 billion in benefits have been paid to retired laborers and their families by the Pension Fund.

The Pension Fund is an important achievement of collective bargaining between your Union – the Laborers’ International Union of North America (LIUNA) and its affiliated Local Unions and District Councils – and your employers. If it were not for Collective Bargaining Agreements providing for employer contributions to the Pension Fund, the Fund could not exist.

We are pleased to provide you with this summary of your pension plan. It describes in non-technical language the Rules and Regulations that govern rights and responsibilities under the Pension Fund. The Rules and Regulations are contained in the separate booklet that was sent to you with this summary. We urge you to read both this booklet and the Rules and Regulations booklet. You should keep both booklets with your important documents for your and your family’s future reference.

The Pension Fund’s staff is available to assist you with any questions concerning your rights and responsibilities. You should feel free to write or telephone the Fund Office in Dallas, Texas. Also, the Pension Fund maintains an Internet website (www.lnpf.org) that contains helpful information about the Fund, including the most current version of the Rules and Regulations. You should check the website for updates and notices. You should also notify the Fund Office of any change in your mailing address.

We, with the assistance of professional advisors, will continue to do our best to prudently manage the Pension Fund so it will provide a sound retirement income for many more generations of laborers and their families.

Sincerely yours,

BOARD OF TRUSTEES
LABORERS NATIONAL PENSION FUND

Mailing Address: Laborers National Pension Fund
P.O. Box 803415
Dallas, Texas 75380-3415

Location: Laborers National Pension Fund
14140 Midway Road, Suite 105
Dallas, Texas 75244

Telephone: (972) 233-4458 (local)
(877) 233-5673 (toll free)

Fax: (972) 233-3026

E-mail: info@lnpf.org

Website: www.lnpf.org
FEATURES OF THE LABORERS NATIONAL PENSION FUND

The Laborers National Pension Fund:

- Is a defined benefit pension plan. The normal form of pension upon retirement is a monthly benefit for the pensioner’s lifetime and thereafter for the lifetime of his or her surviving spouse. Pensioners cannot outlive their benefits.

- Is funded by collectively-bargained employer contributions. Employees do not contribute to the Pension Fund.

- Is a pooled trust fund. All assets are invested together by professional investment managers. All benefits are paid from the pool of assets. Participants do not have individual accounts to invest or that limit the amount of their pensions.

- Is a multiemployer pension fund to which hundreds of employers contribute for laborers they employ under Collective Bargaining Agreements with LIUNA and its affiliated Local Unions and District Councils. Participants earn credit towards a pension from the Pension Fund by covered work for any of these contributing employers. Generally, they keep their earned pension credits when they move from one employer to another.

- Provides multiple benefit levels for multiple contribution rates. A participant’s pension level is based in part on the rates at which contributions were made to the Pension Fund for him or her.

- Vests participants in their earned pension credits after five years of credited employment with contributing employers.

- Offers various forms of pension, including Regular Pension, Service Pension, Early Retirement Pension, Disability Pension, Vested Pension, and Reciprocal Pension. Married pensioners receive their pensions in the form of a Husband and Wife Pension (joint and survivor pension), unless another form of pension is properly elected. Various optional forms of pension are also offered.

- Is governed by a joint labor-management Board of Trustees.

- Maintains a Fund Office in Dallas, Texas, where the daily activities of the Pension Fund’s administration are conducted. The Fund Office is staffed by employees of the Pension Fund, and is headed by the Fund Administrator.
- Is a tax-qualified employee pension plan under the Internal Revenue Service. Employer contributions are tax-deductible. The Pension Fund is exempt from taxation. Participants are not subject to taxation until they begin to receive benefits.

- Is guaranteed by the Pension Benefit Guaranty Corporation (PBGC), an agency of the Federal Government.

**INTRODUCTION**

As a Participant in the Laborers National Pension Fund, your entitlement to a pension or other benefits, if any, is governed by the Rules and Regulations adopted and interpreted by the Pension Fund’s Board of Trustees. The Rules and Regulations are also known as the “Plan Description.” The Rules and Regulations are contained in another booklet that has been provided to you and all other Participants.

This booklet contains a summary of the Rules and Regulations in effect as of December 31, 2003. It is called a “Summary Plan Description” (SPD). It is intended to give you and your family an overview of those Rules and Regulations and to explain some of the administrative procedures used by the Pension Fund.

As a summary, this SPD cannot cover all of the details of the Rules and Regulations. The Rules and Regulations, as interpreted by the Board of Trustees, govern all questions concerning benefits, rights and responsibilities under the Pension Fund’s benefit plan. The SPD cannot change the Rules and Regulations, or determine your rights. In the event of a conflict between the SPD and the Rules and Regulations, the Rules and Regulations govern.

Also, the Rules and Regulations may be changed from time-to-time by the Board of Trustees. This SPD cannot anticipate changes that might be made in the future. If changes are made, the Fund Office will post a notice of the changes on the Pension Fund’s Internet website (www.lnpf.org) and will distribute written notices. However, it is possible the written notices might not find their way to you.

So, before making any decision that could affect your rights or responsibilities under the Pension Fund – such as a decision to retire – you should contact the Fund Office and ask about how the Rules and Regulations apply to your situation. Indeed, if you have any questions about the Pension Fund, you should contact the Fund Office.

**Terminated Participants:** If your covered employment under the Pension Fund has terminated, generally the Rules and Regulations in effect when you left covered employment apply to you rather than the current Rules and Regulations.

**Merged Fund Participants:** If you were covered by another pension fund that merged into this Pension Fund, special rules might apply to you because of benefits you earned under the merged pension fund. You should contact the Fund Office and inquire what, if any, special rules apply to you.
KEY WORDS AND DEFINITIONS

The following words are used often in this document. They have the following special meanings when capitalized.

“Boards of Trustees” or “Board”: The Board of Trustees of the Pension Fund.

“Code”: Code is the Internal Revenue Code.

“Collective Bargaining Agreement”: A Collective Bargaining Agreement between an Employer and the Union, or another agreement with an Employer, that requires Employer contributions to the Pension Fund and whose contribution terms are acceptable to the Board of Trustees.

“Covered Employment”: Generally means work for which contributions are required to the Pension Fund. The term is defined more completely in COVERAGE AND PARTICIPATION of this booklet.

“Credit”: Credit determines whether a Participant is eligible for a pension. How Credit is earned and granted is explained in the section, EARNING CREDITS TOWARD A PENSION, of this booklet.

“Employer”: An employer that is obligated to make contributions to the Pension Fund.

“Fund Office”: The administrative office of the Pension Fund. Its mailing address is Laborers National Pension Fund, P.O. Box 803415, Dallas, Texas 75380-3415. Its physical location is 14140 Midway Road, Suite 105, Dallas, Texas 75244. Its telephone numbers are (972) 233-4458 (local) or (877) 233-5673 (toll free).

“Pension Fund” or “Fund”: The Laborers National Pension Fund.

“Participant”: An employee who has satisfied the participation requirements of the Pension Fund, and who has not ceased to be a Participant.

“Pensioner”: A Participant who is receiving pension benefits.

“QDRO”: A Qualified Domestic Relations Order divides a pension between a Pensioner and his/her spouse, former spouse, or dependent. A domestic relation order is not a QDRO unless and until it is recognized by the Fund as a QDRO that meets ERISA standards.

“SPD”: Summary Plan Description; is this booklet.

“Union”: The Laborers’ International Union of North America and its affiliated Local Unions and District Councils.
## COVERAGE & PARTICIPATION

### Coverage

The Pension Fund generally covers employees who are working in Covered Employment. Covered Employment means:

- employment covered by a Collective Bargaining Agreement between LIUNA and an Employer that provides for contributions to the Pension Fund;

- employment by the Union or a benefit fund that has been accepted into the Pension Fund as a contributing employer by the Board of Trustees; and

- employment by a contributing employer in a non-bargaining unit position if the Board of Trustees has accepted the employer’s non-bargaining unit employees into the Pension Fund.

Covered Employment does not include employment before the employer first became obligated to make contributions to the Pension Fund for the group.

Covered Employment also does not include self-employment. Only common-law employees can be working in Covered Employment.

### Participation & Participant

Merely working in Covered Employment is not enough to earn pension benefits under the Pension Fund. Only a person who is a Participant in the Pension Fund can earn pension benefits. The Pension Fund also provides benefits for surviving spouses or other beneficiaries of a Participant under certain circumstances, but those benefits are based on the benefits earned by the Participant.

To become a Participant, you must be an employee who works in Covered Employment for at least 200 hours during a period of 12 consecutive calendar months.

An employee who meets the eligibility requirements described above becomes a Participant on the January 1st or July 1st immediately following completion of the 12-month period during which he or she worked at least 200 hours.

If you stop working in Covered Employment before you are Vested you may lose your status as a Participant. This may happen if you terminate your employment with a contributing Employer, if the Employer’s Collective Bargaining Agreement with the Union terminates and is not renewed, if your Employer goes out of business, or if the Employer is expelled from the Pension Fund. The BREAKS IN SERVICE section of this SPD explains this rule in more detail.
EARNING CREDITS TOWARD A PENSION

Whether a Participant is eligible for a pension and the amount of the pension depends on the amount of Credit he or she has earned. Generally, Credit is earned by hours worked in Covered Employment.

There are two basic types of Credit a Participant can earn: Vesting Credit and Pension Credit. Vesting Credit is used to determine if a Participant is Vested. If a Participant is Vested, generally he or she cannot lose the pension benefits he or she has earned even if he or she leaves Covered Employment before retirement. A Vested Participant is entitled to a Vested Pension, even if he or she does not qualify for any other type of pension.

Pension Credit is used to determine a Participant’s eligibility for various types of pensions and to determine the amount of his or her pension.

**Earning Vesting Credit & Vested Status**

Generally, Vesting Credit is based on the number of hours worked by a Participant in Covered Employment during a calendar year. The following schedules determine how Vesting Credit is earned:

<table>
<thead>
<tr>
<th>Hours of Work in Covered Employment in Calendar Year Through December 31, 2000</th>
<th>Quarters of Pension Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 250</td>
<td>0</td>
</tr>
<tr>
<td>250-499</td>
<td>1</td>
</tr>
<tr>
<td>500-749</td>
<td>2</td>
</tr>
<tr>
<td>750-999</td>
<td>3</td>
</tr>
<tr>
<td>1,000 and over</td>
<td>4 or 1 year</td>
</tr>
</tbody>
</table>

In some circumstances Vesting Credit is also granted for periods when a Participant was not working in Covered Employment. For example, if you change from Covered Employment to Non-Covered Employment with the same Employer, without a break, you will earn Vesting Credit for the Non-Covered Employment if you work at least 1,000 hours in the Non-Covered Employment during a calendar year.

If you earn five years of Vesting Credit before incurring a Permanent Break In Service, you are Vested.

**Earning Pension Credit**

There are two types of Pension Credit: Future Service Credit and Past Service Credit. Future Service Credit is earned by a Participant for Covered Employment after his or her Employer is first obligated to contribute to the Pension Fund. Past Service Credit may be granted to a Participant for employment with an Employer before the Employer first became obligated to contribute to the Pension Fund, under certain conditions.
Generally, Future Service Credit is based on the number of hours worked by a Participant in Covered Employment during a calendar year. The following schedules determine how Future Service Credit is earned:

<table>
<thead>
<tr>
<th>Hours of Work in Covered Employment in Calendar Year Through December 31, 2000</th>
<th>Quarters of Pension Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 250</td>
<td>0</td>
</tr>
<tr>
<td>250-499</td>
<td>1</td>
</tr>
<tr>
<td>500-749</td>
<td>2</td>
</tr>
<tr>
<td>750-999</td>
<td>3</td>
</tr>
<tr>
<td>1,000 and over</td>
<td>4 or 1 year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hours of Work in Covered Employment in Calendar Year On or After January 1, 2001</th>
<th>Tenths of Pension Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 100</td>
<td>0</td>
</tr>
<tr>
<td>100-199</td>
<td>1</td>
</tr>
<tr>
<td>200-299</td>
<td>2</td>
</tr>
<tr>
<td>300-399</td>
<td>3</td>
</tr>
<tr>
<td>400-499</td>
<td>4</td>
</tr>
<tr>
<td>500-599</td>
<td>5</td>
</tr>
<tr>
<td>600-699</td>
<td>6</td>
</tr>
<tr>
<td>700-799</td>
<td>7</td>
</tr>
<tr>
<td>800-899</td>
<td>8</td>
</tr>
<tr>
<td>900-999</td>
<td>9</td>
</tr>
<tr>
<td>1000 and over</td>
<td>10 or 1 year</td>
</tr>
</tbody>
</table>

- Hours of work are not carried over from one calendar year to the next.
- Before 2001, Future Service Pension Credits were earned in quarters of years.
- Effective January 1, 2001, Future Service Pension Credits are earned in tenths of years.

**Example of how Future Service Credit is earned:**

Albert has the following work history with various Employers. All of the Employers joined the Pension Fund before 1997, but Albert first worked in Covered Employment in 1997.

<table>
<thead>
<tr>
<th>Year</th>
<th>Hours Worked in Covered Employment</th>
<th>Future Service Pension Credits Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1997</td>
<td>280</td>
<td>1/4 or .25</td>
</tr>
<tr>
<td>1998</td>
<td>700</td>
<td>1/2 or .50</td>
</tr>
<tr>
<td>1999</td>
<td>1100</td>
<td>1</td>
</tr>
<tr>
<td>2000</td>
<td>810</td>
<td>3/4 or .75</td>
</tr>
<tr>
<td>2001</td>
<td>810</td>
<td>.80</td>
</tr>
<tr>
<td>2002</td>
<td>1200</td>
<td>1</td>
</tr>
<tr>
<td>2003</td>
<td>700</td>
<td>.70</td>
</tr>
</tbody>
</table>

Based on Albert’s work history, he has earned 5 years of Future Service Credit for this period. Albert is vested and will never lose this credit. If Albert never earns another credit he will be eligible to receive benefits at age 62.

In general, Past Service Credit is Pension Credit for employment with an Employer before the Employer first became obligated to contribute to the Pension Fund or for employment with an Employer during a break in the Employer’s obligation to contribute to the Pension Fund. This is Credit for which your Employer has not made contributions to the Pension Fund for you or other employees. Special conditions apply for granting of Past Service Credit to protect the financial soundness of the Pension Fund. These conditions are, in summary, as follows:

1. You must have worked for the Employer as a laborer before the Employer first became obligated by a Collective Bargaining Agreement to contribute to the Pension Fund or during a gap in the Employer’s obligation to contribute to the Pension Fund under Collective Bargaining Agreements. Employment as a “laborer” means employment in a job that becomes covered by the first or renewed Collective Bargaining Agreement obligating the Employer to contribute to the Pension Fund.

2. The BREAKS IN SERVICE rules, described later in this SPD, apply in determining what, if any, years of employment may be considered for Past Service Credit.
(3) With regard to an Employer which first becomes obligated to contribute under a Collective Bargaining Agreement, or which renews its obligation to contribute, on or after January 1, 2003, Past Service Credit may be granted for employment with the Employer only if the Employer’s contribution rate is at least 20 cents per hour.

(4) Past Service Credit will not be granted for employment with an Employer which withdraws from the Pension Fund and continues to operate in the same industry. An exception is made if the Employer contributed to the Pension Fund for at least 20 years. Also, the benefits of a Pensioner will not be reduced even if it is based in part on Past Service Credit of an Employer that withdraws from the Pension Fund.

A special rule applies where an employer went out of business before the Union in an area began to include contributions to the Pension Fund in its Collective Bargaining Agreements. If the Board of Trustees is satisfied the employer would have become a contributor to the Pension Fund had it remained in business, a Participant may receive Past Service Credit for his or her employment as a laborer with that employer, subject to conditions (2), (3), and (4), above.

If you are eligible for Past Service Credit, the amount of such Credit you will be granted is based on your earnings from the Employer during the relevant years compared to the Social Security wage base for those years. The following schedule determines the amount of Past Service Credit:

<table>
<thead>
<tr>
<th>Amount of Your Earnings in Calendar Year Prior to Contributing to the Pension Fund as a Percentage of Social Security base wage in that year</th>
<th>Quarters of Past Service Pension Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6.25%</td>
<td>0</td>
</tr>
<tr>
<td>At least 6.25% but less than 12.5%</td>
<td>1</td>
</tr>
<tr>
<td>At least 12.5% but less than 18.75%</td>
<td>2</td>
</tr>
<tr>
<td>At least 18.75% but less than 25%</td>
<td>3</td>
</tr>
<tr>
<td>25% or more</td>
<td>4</td>
</tr>
</tbody>
</table>

**Example:**

Charles worked for Jones Construction since 1960. His Local Union and Jones Construction negotiated a pension contribution to the Fund for the first time in 1969. In order to receive any Past Service Credit for 9 years (1960-1968), his earnings would have to be more than 6.25% of the Social Security base for each year. Full credit for each year would be given if his earnings were at least 25% of the Social Security base for each year.

In condition (3) above, each year of Past Service Credit a Participant is granted, his/her Regular Pension amount is increased by $12.00 per month. However, no more than 25 years of Past Service Credit can be granted.

**Reciprocal Pension Credits**

As described in TYPES OF PENSIONS of this SPD, the Pension Fund offers a Reciprocal Pension that takes into account, to a limited extent, credits earned by a Participant under other Laborers’ pension funds that are signatory to the Union’s National Reciprocal Agreement. Such credits do not count toward eligibility for a Service Pension from the Pension Fund.
BREAKS IN SERVICE

A break in your Covered Employment is generally called a Break In Service. A Break In Service might cause you to lose Vesting Credit and Pension Credit that you earned before the Break In Service even though you returned to Covered Employment. The following is a summary of the rules for determining whether you have suffered a Break In Service that results in a loss of previously earned Credit.

(1) You generally have a One-Year Break In Service if:
• in any calendar year before 2001, you failed to work at least 250 hours in Covered Employment; or,
• in any calendar year starting 2001, you failed to work at least 200 hours in Covered Employment;

However, you will not incur a Break In Service for the following absences from Covered Employment:
• military service in the Armed Forces of the United States which entitles you to re-employment rights under federal veterans rights laws;
• pregnancy, birth, or adoption of a child by you or your spouse;
• leave under the Family and Medical Leave Act or similar State law;
• disability;
• employment by a LIUNA Local Union or District Council, the AFL-CIO, or related organization; or,
• enrollment as a full-time student in an accredited college or university.

(2) You generally have a Permanent Break In Service if you incur a certain number of One-Year Breaks In Service. A Permanent Break In Service causes a loss of all Vesting Credit and Pension Credit you earned before the Permanent Break In Service. Once you are Vested, however, you will never have a Permanent Break In Service.

For years before 1976, you had a Permanent Break In Service if you did not earn at least two quarters of Pension Credit in each of three consecutive calendar years.

Example:
James left covered employment on September 30, 1970, and had earned three (3) quarters of Vesting Credit. He returned to covered employment on May 1, 1974. Since he had three consecutive calendar years (1971, 1972 and 1973) during which he did not earn at least two (2) quarters of Vesting Credit, he incurred a Permanent Break in Service. As a result, all the Vesting Credits and Pension Credits he earned before 1971 are permanently cancelled.

For years 1976 through 1984, you had a Permanent Break In Service if the number of your consecutive One-Year Breaks In Service equaled or exceeded the Vesting Credits you earned before the first of your One-Year Breaks In Service.

Example:
Robert left covered employment on November 30, 1980, and had earned 2 years of Vesting Credit. He returned to covered employment on May 1, 1984. Since he had more One-Year Breaks in Service (1981, 1982 and 1983) than he had years of Vesting Credit, he incurred a Permanent Break in Service. As a result, all of the Vesting Credits and Pension Credits he earned before 1981 are permanently cancelled.

For years after 1984, you had a Permanent Break In Service if you had at least 5 consecutive One-Year Breaks In Service and the number of your consecutive One-Year Breaks In Service exceeded the Vesting Credits that you earned before the first of your One-Year Breaks In Service.

Example:
Bill left covered employment on November 30, 1993, and had earned 2 years of Vesting Credit. He returned to covered employment on May 1, 1997, and worked 1000 hours in 1997. Although he had more One-Year Breaks in Service (1994, 1995, 1996) than he had Vesting Credits (2), he did not incur a Permanent Break in Service because he returned to covered employment and earned 250 hours before he incurred five One-Year Breaks in Service. As a result, all of the Vesting Credits and Pension Credits he earned before 1993 are restored.
MILITARY SERVICE

You will not incur a Break In Service while you are serving in the Armed Forces of the United States and are entitled to re-employment rights under federal veterans’ rights law (the Uniformed Services Employment and Re-employment Rights Act or “USERRA”).

You may also be entitled to Vesting Credit and Future Service Pension Credit for the period of your military service under USERRA. To the extent required by USERRA, the Pension Fund will grant you such Credit for your period of military service. Note, however, that USERRA requires that you report back to work within a certain period after leaving military service to qualify for rights, including the right to pension plan credits for military service.

If you are entering or leaving military service, you should contact the Fund Office to discuss how these rules will apply to you. Also, you can learn about the USERRA on the Internet website of the U.S. Department of Labor (www.dol.gov).

TYPES OF PENSIONS

The Pension Fund offers six basic types of pensions: Regular Pension; Service Pension; Early Retirement Pension; Disability Pension; Vested Pension; and Reciprocal Pension. Each of these pensions is discussed in this section.

Each pension type has particular eligibility requirements. You are eligible for a particular type of pension only if you meet all of the eligibility requirements for that pension type at the time you retire.

A pension may be paid in various forms. The forms of payment are discussed in the next section of this SPD. The amount of your monthly pension benefit may be affected by the type of pension as well as the form of benefit payment you choose.

Regular Pension

You are eligible for a Regular Pension if you are:

- at least age 62;
- have at least 10 years of Pension Credit; and
- have at least 1 year of Future Service Pension Credit

The amount of your Regular Pension is generally based on these factors:

- your “Average Contribution Rate” for each year of Pension Credit; and
- the monthly pension benefit amount for your Average Contribution Rate each year.

Your Average Contribution Rate is generally calculated as follows. If you have Pension Credit for years before 1986, your Average Contribution Rate for those years is either (a) the average of the rates at which the last 1,000 hours of contributions were paid to the Fund on your behalf for work before 1986, or (b) a higher rate at which contributions were paid to the Fund on your behalf for at least 4 quarters of Pension Credit before 1986.

If you have Pension Credit for years after 1985, an Average Contribution Rate is calculated for each of those years for which you earned Pension Credit. Generally, all of the rates at which contributions were made for you during the year are averaged, giving weight to the number of hours at each contribution rate. But, if more than 1,000 hours of contributions were made...
for you at the same rate during the year, that rate will be considered your Average Contribution Rate for the year. If you have 1,000 or more hours at each of two rates, the higher rate will be your Average Contribution Rate for the year.

**Example:**

In 2003, James worked 600 hours for which his employer contributed $.50 per hour on his behalf and he worked 600 additional hours for which his employer contributed $.80 per hour on his behalf. His Average Contribution Rate for 2003 would be determined as follows:

600 hours at $.80 per hour = $48.00

plus

400 hours at $.50 per hour = $20.00

1,000 hours = $68.00

$68.00 divided by 1,000 hours = $.68 per hour Average Contribution Rate

The monthly pension benefit amount for each Average Contribution Rate for each year is listed in a series of tables. The entire series of tables can be found in Appendix A of the Rules and Regulations booklet. Here are some sample tables that show how the tables are used to determine the monthly amount of your Regular Pension.

### Regular Pension Amount Accrued for a Year of Pension Credit

**For Periods January 1, 1990 to December 31, 1999**

<table>
<thead>
<tr>
<th>Average Contribution Rate in a Year</th>
<th>Regular Pension Monthly Amount Accrued for each Pension Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$.50</td>
<td>$42.49</td>
</tr>
<tr>
<td>$.80</td>
<td>$63.18</td>
</tr>
<tr>
<td>$.90</td>
<td>$70.07</td>
</tr>
<tr>
<td>$1.00</td>
<td>$76.95</td>
</tr>
<tr>
<td>$1.10</td>
<td>$83.51</td>
</tr>
</tbody>
</table>

### Regular Pension Amount Accrued for a Year of Pension Credit

**For Periods On and After January 1, 2000***

<table>
<thead>
<tr>
<th>Average Contribution Rate in a Year</th>
<th>Regular Pension Monthly Amount Accrued for each Pension Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$.50</td>
<td>$34.63</td>
</tr>
<tr>
<td>$.80</td>
<td>$51.48</td>
</tr>
<tr>
<td>$.90</td>
<td>$57.09</td>
</tr>
<tr>
<td>$1.00</td>
<td>$62.71</td>
</tr>
<tr>
<td>$1.10</td>
<td>$68.04</td>
</tr>
</tbody>
</table>

* The 1990-99 table includes a benefit level increase that was not extended to 2000 and so is not included in the 2000 table.

**Note:** If you leave Covered Employment and incur five consecutive One-Year Breaks In Service, your pension benefits for the period before the first One-Year Break In Service will be calculated at the benefit level in effect at the time you first left Covered Employment. Any pension benefit earned for Covered Employment after your fifth One-Year Break In Service will be calculated at the benefit level in effect at the time you again leave Covered Employment; unless you earn at least five additional years of Pension Credit after you return to Covered Employment. If you earn this additional Pension Credit, your pre-Break In Service and post-Break in Service benefit will be calculated at the benefit level in effect at the time you again leave Covered Employment (unless it is lower).

**Example:**

John retires on September 1, 2001, at age 62. He has earned 15 years of Future Service Credit during the period 1986 through 2001, and his contribution rate has been $.90 per hour for the entire period. His Regular Pension benefit would be determined as follows:

**For Periods January 1, 2000, and periods after:**

2 Years of Pension Credits x $57.09 = $114.18

**For Periods before January 1, 2000:**

13 Years of Pension Credits x $70.07 = $910.91

Total = $114.18 + $910.91 = $1,025.09 per month

His final benefit is rounded to the next whole dollar, or $1,026.00 per month.
Richard last worked under Covered Employment in November 1997. He retires on February 1, 2003, with 11 years of Future Service Credit earned during the period 1986-1997, and his contribution rate has been $1.00 per hour for the entire period. His Regular Pension benefit would be determined as follows:

For Periods before January 1, 2000:
11 Years of Pension Credits x $76.95 = $846.45 per month

His final benefit is rounded to the next whole dollar of $847.00 per month.

Note: The amount of your monthly pension may also be affected by the form of payment you elect. Some forms of payment require a reduction in the monthly benefit amount. This is discussed in the FORMS OF BENEFIT PAYMENT section of this SPD.

Service Pension

You are eligible for a Service Pension if you:

• are at least age 55;
• have at least 30 years of Pension Credit;
• have at least 1 year of Future Service Pension Credit; and
• did not have a One-Year Break In Service in 1997.

Reciprocal credits are not considered in determining eligibility for a Service Pension.

The amount of your Service Pension is calculated in the same way as a Regular Pension. The Service Pension amount is not reduced for retirement before age 62 (unlike an Early Retirement Pension).

Example:

Ed retires on December 1, 2002, at age 55. He has earned 30 years of Pension Credit during the period of 1973 through 2002 and his contribution rate has been $0.80 per hour for the entire period. His Service Pension benefit would be determined as follows:

For Periods before January 1, 2000:
27 Years of Pension Credits x $63.18 = $1705.86

Early Retirement Pension

You are eligible for an Early Retirement Pension if you:

• are at least age 55 (but younger than age 62);
• have at least 10 years of Pension Credit (but less than 30 years of Pension Credit); and
• have at least 1 year of Future Service Pension Credit.

The amount of your Early Retirement Pension is first calculated in the same way as a Regular Pension, and then reduced by 0.001667 (1/6th of 1%) for each calendar month you are younger than age 62 on the effective date of your pension.

Example:

Carol retires on December 1, 2001, at age 60 years 0 months (which is 24 months younger than age 62). She has earned 17 years of Pension Credit during the period 1985 through 2001 and her contribution rate has been $1.10 per hour for the entire period. Her Early Retirement Pension benefit would be determined as follows:

For January 1, 2000, and periods after:
3 Years of Pension Credits x $51.48 = $154.44

Total = $154.44 + $1705.86 = $1860.30 per month.

His final benefit is rounded to the next whole dollar or $1861.00 per month.
Disability Pension

You are eligible for a Disability Pension if you:

- are Totally and Permanently Disabled within the meaning of the Rules and Regulations;
- have at least 10 years of Pension Credit;
- have at least 1 year of Future Service Credit;
- earned at least two tenths of a year of Pension Credit (200 hours) during the calendar year in which you became Totally and Permanently Disabled or during the immediately preceding calendar year (except for Total and Permanent Disabilities before 2001, a quarter of a year of Pension Credit is required instead of two-tenths of a year); and
- younger than age 55.

Total and Permanent Disability means, on the basis of medical evidence, the Board of Trustees has determined that:

- as a result of bodily injury or disease, you are totally unable to perform the Covered Employment in which you were working immediately before you became disabled; and
- your disability is reasonably expected to last the remainder of your life.

The Board of Trustees may, but is not required to, accept a determination by the Social Security Administration that you are eligible for Social Security disability benefits as sufficient proof of your disability and the date of your disability.

If you apply for a Disability Pension, the Board of Trustees may require you to submit proof you remain Totally and Permanently Disabled, and may require you to be examined by one or more qualified medical professionals of the Board’s choice to assist in determining whether you are still Totally and Permanently Disabled. If you refuse to provide such proof or to submit to such a medical examination, your Disability Pension may be discontinued by the Board of Trustees at its discretion.

The amount of your Disability Pension is calculated in the same way as an Early Retirement Pension and treating you as age 55.

Note: There is a 5-month waiting period before Disability Pension can begin. The 5-month waiting period is measured from the latest of the following dates:

- the date on which your Total and Permanent Disability began;
- the date on which you last earned Pension Credit; or
- the first day of the calendar month following submission of your application for a Disability Pension to the Fund Office.

If you believe you are eligible for a Disability Pension, you should submit an application to the Fund Office immediately. Do not wait for a Social Security Administration determination. If the Social Security Administration issues a determination after you have applied to the Pension Fund, the Board of Trustees will take it into consideration. No benefits can be paid for by the Pension Fund for months before the first month following the month during which the application was received by the Fund Office.

Vested Pension

You are eligible for a Vested Pension if you:

- are at least age 55 with 10 years of Vesting Credit; or
- are at least age 62, worked in Covered Employment after 1991, were not under a break-in-service as of December 31, 1991, and earned at least 5 years of Vesting Credit; or
- are a non-bargaining unit Participant who worked in Covered Employment after 1998 and earned at least 5 years of Vesting Credit; or
• reach Normal Retirement Age before you incur a Permanent Break In Service. (Normal Retirement Age is the later of age 62 of the fifth anniversary of the date you became a Participant.

The amount of a Vested Pension is calculated in the same way as a Regular Pension or an Early Retirement Pension, depending on your age at the time of retirement. If you are age 62, the Vested Pension amount is calculated in the same way as a Regular Pension. If you are age 55 but less than age 62, the Vested Pension amount is calculated in the same way as an Early Retirement Pension.

**Reciprocal Pension**

You are eligible for a Reciprocal Pension if you:

• have at least 1 year of Future Service Pension Credit

• lack enough Credit for Covered Employment with the Pension Fund to be eligible for any other type of pension;

• earned at least one pension credit under one or more other pension funds sponsored by the Union that are signatory to the Union’s National Reciprocal Agreement;

• would be eligible for a Regular Pension, Early Retirement Pension, or Disability Pension from this Pension Fund if your pension credits with the other pension funds are added to your Credit under this Pension Fund; and

• would be eligible for benefits from at least one other signatory pension fund.

The amount of a Reciprocal Pension is calculated in the same way as a Regular Pension, Early Retirement Pension, or Disability Pension depending on your age at retirement, but only the Pension Credit earned by you under this Pension Fund will be used in calculating your Reciprocal Pension amount. Also, reciprocal credits cannot be considered in determining eligibility for a Service Pension.

You may also be eligible for a pension from the other pension funds under which you earned pension credit. Your eligibility can only be determined under the rules of those other pension funds.
After you choose a type of pension, you must decide the form in which your pension will be paid.

If you are married, the law requires your pension be paid in the form of a Husband and Wife Pension (a qualified joint and survivor annuity), unless you properly reject the Husband and Wife Pension, elect another form of payment, and obtain your spouse’s consent at the time you begin to receive your benefits. If you are not married, your pension will be paid as a monthly benefit for the rest of your life unless you elect another form of payment.

**Husband And Wife Pension**

In general, you receive a reduced monthly benefit for your life and, if you die before your spouse, your spouse receives a monthly benefit for the rest of his or her life in an amount equal to one-half of your benefit. Your spouse does not receive a benefit during your lifetime. Your spouse’s benefit will be effective as of the first calendar month following your death.

Your monthly benefit amount is calculated as follows. First, the amount of your Regular Pension, Service Pension, Early Retirement Pension, Disability Pension, Vested Pension, or Reciprocal Pension is calculated as described in TYPES OF PENSIONS of this SPD. Then, that pension amount is reduced (according to an actuarial formula) based on your age and your spouse’s age as of the effective date of your pension.

**Example:**

William retires on a Regular Pension of $700.00 a month at age 62. At the time of his retirement, his wife is also age 62. Under the Husband and Wife Pension, William’s monthly pension will be reduced by 11%, resulting in a final pension amount of $623.00 per month during his lifetime. After his death, should he die before his wife, his wife will receive a monthly benefit of 50% of 623.00, or $311.50 (rounded to $312.00) per month during her lifetime.

If your spouse dies before you, or you obtain a divorce and there are no provisions for a QDRO your monthly benefit will be restored prospectively to the amount you would have been receiving but for the Husband and Wife Pension form of benefit payment. The restored amount will be effective for the first month following your spouse’s death or month after divorce, if you notify the Fund Office in writing within six months after your spouse’s death or divorce. If you submit a later notice to the Fund Office, the restored amount will be effective for the first month following receipt of the notice.

**Important Limitations And Rules**

- In general, the Husband and Wife Pension is available only if you and your spouse are married at the time your pension begins, except to the extent required by a QDRO. A spouse who you marry after your pension begins cannot be covered by a Husband and Wife Pension. If, after your pension starts, your spouse dies and you remarry, your new spouse will not be entitled to any benefits if you die.

- If you and your spouse have not been married for at least 1 year before your death, benefits will not be payable to your spouse.

- Once a Husband and Wife Pension begins, you cannot elect another form of benefit payment.

- A spouse means a person to whom you are legally married under the laws of the State in which you reside at the time your pension begins. This includes a common-law spouse. You will be required to submit proof of marriage to your spouse that is satisfactory to the Board of Trustees.

- If you and your spouse divorce after your Husband and Wife Pension has been in effect for at least 1 year, your divorced spouse will continue to be treated as your spouse for purposes of the Husband and Wife Pension, and be entitled to surviving spouse benefits if you die before him or her, unless a Qualified Domestic Relations Order (QDRO) issued by a Court and submitted to the Fund Office, indicates that your spouse has waived his or her right to benefits from the Pension Fund.

**Rejection & Spousal Consent**

When you apply for a pension and are found eligible by the Fund Office, you will receive an election/rejection form. If you want to elect a form of pension other than the Husband and Wife Pension or Surviving Spouse Options, you must indicate on the form you are rejecting the Husband and Wife Pension and indicate which form of pension you are electing. You must sign the form before a Notary Public. Your spouse must also sign the form before a Notary Public to indicate his or her consent to your rejection of the Husband and Wife Pension or Surviving Spouse Options and election of another form of pension.

If you are not married, you are still required to sign the Husband and Wife Pension rejection form to confirm you are not married.
If you are unable to locate your spouse to obtain his or her consent, contact the Fund Office for an explanation of the special procedure that applies to that situation.

Surviving Spouse Payment Options

Under a Husband and Wife Pension, your surviving spouse generally receives a monthly benefit that is equal to one-half (50%) of the monthly benefit amount you were receiving at the time of your death. The Pension Fund offers some optional forms of benefit payment that allow you to choose higher benefit levels for your surviving spouse in the event of your death. These options are called Surviving Spouse Payment Options.

One Surviving Spouse Payment Option is a 75% Option. If you die before your spouse, he or she would receive a monthly benefit that is equal to 75% of the monthly benefit amount you were receiving at the time of your death. The benefit would continue for the rest of your spouse’s life.

A second Surviving Spouse Payment Option is a 100% Option. If you die before your spouse, he or she would receive a monthly benefit in the same amount as your monthly benefit at the time of your death.

If you elect either Option, your monthly benefit amount will be reduced further to pay for the higher surviving spouse benefit level. The reduction is based on an actuarial formula that takes into account your age and your spouse’s age. The reduction in your monthly benefit amount is greater for a 75% Option or 100% Option than for the Husband and Wife Pension.

A Surviving Spouse Payment Option is only available to you if the Husband and Wife Pension are available to you. Generally the same limitations and rules apply to a Husband and Wife Pension applies to a Surviving Spouse Payment Option. But note you can choose a 75% Option or 100% Option only if your spouse properly consents to this choice, as explained in the Husband and Wife Pension description.

Social Security Option

This form of benefit payment allows you to choose to coordinate your pension from this Pension Fund with your Social Security benefits, if you retire after age 55 but before age 62. The general idea is to enable you to receive roughly the same monthly retirement income before and after you become eligible for Social Security benefits at age 62. This optional form of payment is available only if you are retiring on a Service Pension, an Early Retirement Pension, or Reciprocal Pension and, if you are married, your spouse properly consents to your choice of this option as explained in the Husband and Wife Pension description.

Under this option, generally you receive a higher than normal monthly benefit from the Pension Fund until you reach age 62. At age 62, your monthly benefit amount is reduced because you then become eligible for Social Security benefits. Your Social Security benefits should make up for most or all of the reduction in your monthly benefit amount from this Pension Fund.

Important Limitations and Rules:

- This Social Security Option is not available to you if you would be entitled to a monthly benefit of less than $15.00 at age 62 under the Option.
- Once you choose this Social Security Option, you cannot change your mind and revoke it.
- You are responsible for applying to the Social Security Administration for your Social Security benefits. The Pension Fund will pay the reduced monthly benefit amount once you reach age 62 even if you are not receiving Social Security benefits then.

60-Month Guarantee

If your pension is being paid in a form other than a Husband and Wife Pension or a Surviving Spouse Payment Option, the Pension Fund automatically guarantees at least 60 monthly benefit payments will be made. This means if you die before receiving 60 monthly benefit payments, the Pension Fund will pay the remainder of the 60 payments to your designated beneficiary.

Your designated beneficiary is the person listed first as a beneficiary on your pension application. If the first beneficiary dies before you, or dies before all 60 payments are made, the remaining payments will be made to the second beneficiary listed on your pension application. If you did not designate a beneficiary in your pension application, or if both beneficiaries die before all 60 payments are made, no further payments will be made.

You may change your beneficiaries at any time during this 60-Month Guarantee by sending a written notice to the Fund Office.

The Pension Fund should be notified immediately upon your death. Payments will not be made to any beneficiary until the Fund Office verifies your death and identifies the beneficiary.
Lump Sum Payments

Generally pension benefits are paid in the form of monthly benefits for the lifetime of the Pensioner or surviving spouse (called an annuity). However, the entire present value of a pension may be paid out in a single lump sum payment in the following situations:

- The Pension Fund will automatically pay a pension in the form of a lump sum if the actuarial value of the lifetime pension is $5,000 or less. The permission of the recipient is not required.

- If the actuarial value of a pension is between $5,000 and $7,500, the Pension Fund will pay the pension in a form of a lump sum if the Participant or surviving spouse requests a lump sum in a writing submitted to the Fund Office.

If the entire actuarial value of a pension is paid in the form of a lump sum, the Pension Fund will have no further obligations with regard to the pension or its recipient.

If you are to receive a lump sum payment from the Pension Fund, you may be entitled to have the Pension Fund directly “rollover” the payment to another pension plan or Individual Retirement Account on your behalf and thereby defer income taxation on the amount of the payment. If you are interested in a direct rollover, you should contact the Fund Office before receiving the payment from the Pension Fund. The Fund Office will provide you with an opportunity to choose a direct rollover if you are to receive an eligible payment.

PRE-RETIREMENT DEATH BENEFITS

If you die before receiving a pension from the Pension Fund, benefits may be payable to your surviving spouse or to your beneficiaries. This part explains the circumstances under which these pre-retirement survivor’s benefits are payable.

Widow-Widower’s Pension

A Widow-Widower’s Pension is payable to your spouse after your death if:

- you were not receiving a pension from the Pension Fund at the time of your death;

- you and your spouse have been married for at least 1 year and are married at the time of your death (except as otherwise provided in a QDRO); and

- you are Vested under the Pension Fund at the time of your death.

The Widow-Widower’s Pension is a monthly benefit payable for the remainder of your spouse’s life. The monthly benefit amount is generally equal to one-half (50%) of the monthly benefit you would have been entitled to receive if you had taken your Regular Pension, Service Pension, Early Retirement Pension, Reciprocal or Vested Pension in the form of a Husband and Wife Pension and you retired the day before your death. However, if you were then younger than age 55, the calculation will assume you were age 55.

If you were age 55 or older at the time of death, your spouse’s Widow-Widower’s Pension will be effective as of the first calendar month following your death provided spouse informed the office within a 6-month period after death or if later will be month after receipt of application.

If you were younger than age 55 at the time of death, your spouse’s Widow-Widower’s Pension will not be effective until the first calendar month following the month during which you would have been age 55, with one exception (applicable in 1997 and after). The exception is your spouse can choose to immediately receive a partial lump sum benefit and later receive the remainder in monthly benefit payments starting with the month after the month during which you would have been age 55. The amount of the partial lump sum is the actuarial equivalent of 25% of the present value of the entire Widow-Widower’s Pension amount he or she would be entitled to receive. The remaining 75% would be payable as the monthly benefits.
The Widow-Widower’s Pension is not automatically payable. Your surviving spouse must notify the Fund Office of your death and request the pension. Your spouse may choose to delay the start of his or her Widow-Widower’s Pension beyond when it would normally start, except the start of the pension cannot be delayed beyond the month in which you would have reached age 70 1/2. If your spouse chooses to delay the start of the Pension, the monthly benefit amount will be calculated using the age you would have been when the Pension payments start. No benefits are payable after your spouse’s death.

A QDRO may require the Pension Fund to recognize a former spouse as your surviving spouse for purposes of the Widow-Widower’s Pension.

**Death Benefit**

A Death Benefit is payable to your family members or your estate if:

- you die before receiving a pension from the Pension Fund;  
- you were not married at the time of your death, or you were then married for less than one year; and  
- you were Vested under the Pension Fund.

The amount of the Death Benefit is generally the actuarial equivalent of 60 monthly pension payments that you would have received had you retired on a Husband and Wife Pension at age 55 with a spouse of the same age as you. The Death Benefit is paid as a lump sum.

The Death Benefit is payable, in equal shares:

- to your surviving children, or if none
- to your surviving parents, or if none
- to your surviving grandparents, or if none
- to your surviving siblings, or if none
- to your estate’s legal representative, if any.

However, no Death Benefit is payable to anyone listed above, unless an application for the benefit is submitted to the Fund Office within five years from the date of your death.

**HOW TO APPLY FOR BENEFITS**

Pensions and other benefits are not automatically paid by the Pension Fund. You must submit an application to the Fund Office, and the application must be processed and approved by the Fund Office, before any benefit payments can be made.

An application package can be obtained from the Fund Office – just write or call the Fund Office and request the package.

**Participant’s Application For A Pension**

As a general rule, a Participant cannot receive any benefits from the Pension Fund unless and until he or she retires and stops working in Covered Employment. An exception to this retirement rule is once an eligible Participant obtains age 70 1/2 he or she must begin receiving his or her earned pension benefits even if he or she is still working in Covered Employment.

You must submit an application for your pension to the Fund Office in advance of the month in which you want to retire and start receiving pension benefits. Generally, pension benefits cannot be paid for any period before you stop working, and cannot be paid for periods before the month after the month in which your application is received by the Fund Office. An exception applies if you apply for benefits after attaining normal retirement age.

We recommend you complete and submit your application to the Fund Office 3 to 6 months before you want to retire and start receiving your pension. This gives the Fund Office time to collect all the information it needs from you and other sources to properly process your application before you retire. On occasion there are delays in processing applications because of delays in receiving information from the applicant or from sources like the Social Security Administration or other pension funds under which you earned credits.

The application package contains instructions on how to complete and submit the application to the Fund Office. As explained in those instructions, you will have to submit the following documents:

- a completed application signed by you and an acceptable witness;
- acceptable proof of your age;
- acceptable proof of your spouse’s age (if married);
- acceptable proof of marriage (if married);
Applying For Survivor’s Benefits

If a Participant dies, his or her surviving spouse or other family member should notify the Fund Office as soon as possible. If benefits are payable to the surviving spouse or to another beneficiary, the Fund Office will advise them on how to apply for the benefits. The application will require proof of the Participant’s death and of the applicant’s identity and relationship to the Participant. Other proof and information may also be required.

Other Claims

Any Participant or other person who asserts any type of claim concerning rights or responsibilities under the Pension Fund must submit his or her claim to the Fund Office in writing. Any such claim will be reviewed by the Fund Administrator in good faith and otherwise treated as if it were an application for benefits for purposes of these claims and appeals procedures.

Review Of Application & Decision By Fund Office

The Fund Office will review each application and decide whether to grant, deny or partially grant and deny the application. Normally the Fund Office will decide on an application and notify the claimant (or his or her Authorized Representative) of the decision in writing or electronically within 90 calendar days after receipt of the completed application. If the Fund Office needs additional time to obtain information or decide, the claimant (or his or her Authorized Representative) will be notified.

If the application is denied in whole or in part, the notice of decision to the claimant will explain the reasons for the decision, including references to the Pension Plan provisions, rules, procedures or guidelines on which the decision is based. The notice will also describe the procedure for appealing the Fund Office’s decision.

Appeals Procedure

If the claimant disagrees with the Fund Office’s decision in any respect, the claimant (or his or her Authorized Representative) may appeal the decision to the Board of Trustees. The appeal must be submitted in writing to the Fund Office within 60 calendar days after the claimant (or his or her Authorized Representative) receives the notice of decision from the Fund Office. The appeal must state the reasons why the claimant believes the Fund Office’s decision was wrong. Any documents or other information the claimant wishes have considered in support of the appeal should be sent with the appeal to the Fund Office. Upon written request, the Fund Office will provide the claimant (or his or her Authorized Representative) with reasonable access to and copies of documents or other information held by the Pension Fund that is relevant to the appeal.
An appeal will be fully and fairly reviewed by the Board of Trustees or an Appeals Committee of the Board at the next appeals review session after the appeal is received by the Fund Office. If the Board or Appeals Committee needs additional time to consider the appeal, the claimant (or his or her Authorized Representative) will be notified. The claimant (or his or her Authorized Representative) will be notified of the Board or Appeals Committee’s decision on the appeal in writing or electronically within 5 business days after the decision is made. The notice will explain the reasons for the decision, including references to the Pension Plan provisions on which the decision is based, and describe the claimant’s rights if he or she wishes to contest the decision. The Board or Appeals Committee’s decision is final and binding, subject to the Board’s discretion to consider requests for reconsideration for good cause shown.

Special Disability Pension Procedure

If a claimant has applied for a Disability Pension and has not yet received a Social Security Administration determination of disability, the following modifications to the regular rules describe above apply. The Fund Office will normally reach a decision on the application within 45 days after the completed application is received. If additional time is needed to obtain information or decide, the claimant (or his or her Authorized Representative) will be notified by the Fund Office. If the claimant disagrees with the Fund Office’s decision in any respect, the claimant (or his or her Authorized Representative) may appeal the decision to the Board of Trustees by submitting a written appeal to the Fund Office within 180 calendar days after the claimant (or his or her Authorized Representative) receives the notice of decision from the Fund Office. Upon written request, the Fund Office will provide the claimant (or his or her Authorized Representative) with reasonable access to and copies of documents or other information held by the Pension Fund that is relevant to the appeal, including identifying any medical or vocational expert whose advice the Pension Fund obtained regarding the appeal.

**BENEFIT PAYMENTS**

The following explains various rules of the Pension Fund regarding the payment of pensions and other benefits.

**Signing Benefit Checks**

A Pensioner, surviving spouse, or other beneficiary who is entitled to benefit checks from the Pension Fund must personally sign (endorse) the benefit checks made payable to him or her. The Fund Office will require each Pensioner, surviving spouse, and other beneficiary receiving monthly benefits to sign a signature card so his or her endorsement on benefit checks can be compared to the signature on file.

If a Pensioner, surviving spouse, or other beneficiary is unable to sign checks, the Fund Office must be notified. Special arrangements will be made so the individual’s benefit checks can be cashed.

**Assignment Of Benefits**

Generally, benefits payable from the Pension Fund cannot be attached, garnished, assigned, or transferred to a person or organization other than the Pensioner or Beneficiary. However, the Pension Fund will transfer a portion of a Pensioner’s, surviving spouses, or other Beneficiary’s monthly benefits to a third party in the following limited situations:

- The Pension Fund will deduct and forward Union dues if the Pensioner consents in writing and the Union complies with the Pension Fund’s procedures (established to comply with Internal Revenue Service regulations). The consent may be revoked at any time, but the revocation will be effective only for benefit payments that become due after the revocation is received by the Fund Office and the Fund Office has a reasonable opportunity to process the revocation.

- The Pension Fund will honor the written request of a Pensioner, surviving spouse, or other beneficiary to voluntarily assign up to ten percent (10%) of each benefit payment to a third party. This request can be revoked at any time, but the revocation will be effective only for benefit payments that become due after the revocation is received by the Fund Office has a reasonable opportunity to process the revocation.
Divorce & Qualified Domestic Relations Orders

In the event of divorce, separation or other changes in marital or family status, it is common for a spouse to seek a division of the Participant’s pension. The Pension Fund is prohibited by federal law from dividing the Participant’s pension except where a court or other duly authorized governmental authority enters an order requiring a division of the Participant’s pension with a spouse, former spouse, or dependent and the order is determined by the Pension Fund to be a Qualified Domestic Relations Order (QDRO) within the meaning of ERISA and the Code. The Pension Fund cannot obey an order that does not meet the federal law standards of a QDRO. And, of course, the Pension Fund must receive a copy of the order to determine if it is a QDRO.

The Fund Office has special, written QDRO procedures that describe the standards for a QDRO. A copy of the procedures can be obtained from the Fund Office by a Participant or Beneficiary (free of charge). You are strongly urged to obtain a copy of the QDRO procedures before starting legal proceedings to divide the Participant’s pension. A proposed order should be submitted to the Fund Office for review before the order is finalized by the court. By doing so, you can minimize the risk of obtaining a court order that does not qualify as a QDRO and having it rejected by the Fund Office.

Generally, an order must meet the following standards to be treated as a QDRO:

- be a judgment, decree or order, including the approval of a property settlement, that is made pursuant to State domestic relations law (including community property laws) and related to the provision of marital property rights, alimony payments, or child support for the spouse, former spouse, child or other dependent of the Participant (called an Alternate Payee);
- be issued by a court or state agency or instrumentality with the authority to issue orders, or to approve property settlement agreements under State domestic relations law;
- contain the name and last known mailing address of the Participant and each Alternate Payee, the name of the Pension Fund to which the order applies, the amount or % of the Participant’s benefit that is to be given by the Pension Fund to the Alternate Payee (or a clear statement of the method by which this amount is to be determined), and the time period (or number of benefit payments) to which the order applies;
- not require the Pension Fund to provide to the Alternate Payee or the Participant any form of benefit or option not provided by the Pension Plan;
- not require the Pension Fund to commence paying benefits to the Alternate Payee before the Participant has begun to receive benefits, unless the Participant has attained age 55 (the earliest retirement age under the Pension Plan);
- not require the Pension Fund to provide an increase in the actuarial value of the benefits to which the Participant is entitled;
- not require the Pension Fund to pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee;
- not require the Pension Fund to pay benefits to an Alternate Payee in the form of a qualified joint and survivor pension for the lives of the Alternate Payee and his or her subsequent spouse; and
- be clear and unambiguous, and otherwise administrable by the Fund Office.

Generally there are two approaches to dividing a pension under a QDRO. One is a Shared Benefit approach under which the spouse or former spouse receives a certain portion of the Participant’s monthly benefits for a period or for the Participant’s life. The second is a Separate Interest approach under which the spouse or former spouse receives a separate pension that is the actuarial equivalent of a certain portion of the Participant’s earned pension. If the division occurs after the Participant has retired and begun to receive monthly benefits, the Shared Benefit approach is the only method.

An order that a Participant or Alternate Payee claims is a QDRO must be submitted to the Fund Office within a reasonable period of time before the effective date of the order. The Pension Fund cannot apply a QDRO retroactively with regard to benefits that have already been paid. The Pension Fund will promptly determine whether the order is a QDRO and notify the Participant and Alternate Payee(s), or their attorneys, of the determination and how the Fund Office will implement the QDRO.

Withholding Of Taxes

All benefit payments may be subject to withholding of income tax in accordance with the Internal Revenue Code and Internal Revenue Service regulations. The Fund Office will provide applicants for pensions or other benefits with an explanation of the tax withholding rules and choices.
Mistaken Benefit Payments

The Fund Office is staffed by human beings, and all humans make mistakes occasionally. All benefit payments from the Pension Fund are subject to the condition that they must be repaid to the Pension Fund if there is a mistake in the payment; such as a mistake in the amount paid or a mistake in who received the payment. No person receiving a mistaken payment can justify keeping the payment for any reason.

False Statements & Fraud

Claiming benefits from the Pension Fund on the basis of false information can be a crime under federal law. Also, the endorsement and cashing of a benefit check by a person other than the payee named on the check can be a crime under federal law. DO NOT ATTEMPT TO ENDORSE OR CASH THE BENEFIT CHECKS OF A DECEASED PENSIONER, SPOUSE, OR OTHER BENEFICIARY.

WORKING AFTER RETIREMENT

Suspension of Benefits

A Participant who is under age 70 1/2 must separate from Covered Employment in order to be considered retired and receive pension benefits from the Pension Fund as a Pensioner. If you are considering retirement and applying for a pension from the Pension Fund, you cannot receive benefits for periods before you actually retire from Covered Employment.

Once your pension begins, if you return to certain kinds of work called Disqualifying Employment, your monthly benefits may be suspended and permanently withheld if you are younger than age 70 1/2. The complete rules on working after retirement and suspension of benefits are set forth in the Rules & Regulations (Sections 6.8 and 6.9). If you are planning for retirement, you should carefully read the Rules and Regulations provisions concerning working after retirement so you know how post-retirement work would affect your pension from the Pension Fund. You should also discuss this subject with the Fund Office as part of your retirement planning if you have any questions. A summary of the working after retirement rules follows.

Disqualifying Employment

The general rule is the monthly benefit of a Pensioner will be suspended for any month during which the Pensioner is employed in Disqualifying Employment, unless the Pensioner has reached age 70 1/2. Disqualifying Employment has two different meanings, depending on your age at the time the Pensioner engages in the work after retirement.

Disqualifying Employment means as follows:

(1) Before age 62: If the Pensioner has not yet attained age 62, Disqualifying Employment is:

(a) any self-employment or any employment with an Employer or an employer doing the same work as an Employer; if

(b) self-employment or employment is in an occupation within the trade jurisdiction of the Union, is in an industry that falls within the trade jurisdiction of the Union, and is in a geographic area that is in the jurisdiction of the Pension Fund;
(2) After age 62 and before age 70 1/2: If the Pensioner has attained age 62, Disqualifying Employment is 40 or more hours per month in:

(a) any self-employment or any employment with an Employer which was an Employer at the time the Pensioner’s benefits began, if

(b) self-employment or employment is in an occupation in which the Pensioner worked under the Pension Fund at any time, and if

(c) self-employment or employment is in a geographic area that is in the jurisdiction of the Pension Fund, but

(d) in any event, work for which contributions is required to the Pension Fund under the terms of a Collective Bargaining Agreement or law.

(3) Disqualifying Employment means the actual performance of services, payment in lieu of services, and paid leave.

(4) The geographic area covered by the Pension Fund is set forth in Section 6.8 of the Rules and Regulations.

A Pensioner (other than a Disability Pensioner) can engage in any employment that is not Disqualifying Employment without any loss or suspension of monthly benefits. Income earned from such employment does not reduce the amount of pension benefits payable under this Pension Plan.

Notice To The Pension Fund Required

A Pensioner who does return to Disqualifying Employment is required to give notice of his or her employment to the Fund Office. Failure to provide such notice can result in a reduction in benefits.

A Pensioner will receive from the Fund Office a description of the suspension of benefit rules upon his or her retirement. If a Pensioner has any question about whether a particular job or work would be Disqualifying Employment, he or she is encouraged to contact the Fund Office for help.

Returning To Covered Employment

If a Pensioner returns to employment for which an Employer is required to contribute to the Pension Fund, the Pensioner may earn additional Pension Credit that would increase his or her pension amount when he or she again retires. However, the pension amount will not be recalculated unless the Pensioner earns a full year of Pension Credit while being suspended and not receiving pension benefits.

Disability Pensioners

A Pensioner who is receiving a Disability Pension is subject to special rules about returning to work. Since a Disability Pension requires the Pensioner be totally and permanently disabled, the re-employment of a Disability Pensioner may mean he or she is no longer totally and permanently disabled and is no longer entitled to receive monthly Disability Pension benefits. A Disability Pensioner who engages in any kind of work (including self-employment) for pay, profit or any kind of remuneration must give written notice to the Fund Office within 15 days after the end of the month during which he or she engaged in such work. Failure to give such notice to the Fund Office can result in the loss of benefits.

Special Circumstances

The Board of Trustees may, for good cause, waive the application of the suspension of benefits and working after retirement rules.
**NEW GROUPS, TERMINATED EMPLOYERS, MERGERS & RECIPROCITY**

**New Groups**

The Board of Trustees reserves the right and discretion to accept or reject new groups of employees for coverage under the Pension Fund. The Board also reserves the right to condition coverage of any group on special terms and conditions to protect the financial and actuarial interests of the Pension Fund. Such special terms and conditions may include non-eligibility for Past Service Credit or limitations on the granting of Past Service Credit.

Any such special terms and conditions will be set forth in writing and will be applicable to all employees in the group.

**Terminated Employers**

In the event an Employer withdraws from the Pension Fund and ceases to have an obligation to contribute for its employees, the Pension Fund may be required by ERISA to impose withdrawal liability if the Pension Fund has unfunded vested liabilities which exceed a certain level and the Employer continues to operate in the same industry and area.

In addition, if an Employer ceases to have an obligation to contribute to the Pension Fund, the Fund may not grant, or may cancel, any or all Past Service Credit for employment with the Employer to protect the financial and actuarial soundness of the Fund. Refer to EARNING CREDITS TOWARD A PENSION of this SPD.

The Board of Trustees reserves the right and discretion to expel any Employer or group from coverage and participation in the Pension Fund in the event the Employer is delinquent in paying required contributions or other required payments or the Board determines continued coverage or participation would threaten the financial or actuarial soundness of the Fund.

**Merged Pension Funds: Special Rules**

The Board of Trustees may, in its discretion, merge the Pension Fund with other pension funds. In the event of a merger, no benefits accrued by any participant before the merger shall be reduced because of the merger.

Over the years various other Laborers pension funds have merged into the Pension Fund including pension funds in Colorado, Iowa, Arkansas, and southwestern New York. Additional mergers may occur. Special rules may apply if you were covered by one of the pension funds merged into this Pension Fund. Special benefit rights you earned under the merged fund may still apply to you even if benefits earned by you under the Pension Fund are not subject to those special rights.

**Reciprocal Agreements**

The Pension Fund is signatory to the Union’s National Reciprocal Agreement, and has provided for a pro-rata Reciprocal Pension in accordance with that Agreement.

In addition, the Pension Fund is signatory to the Money Follows the Man Reciprocal Agreements with various other pension funds sponsored by the Union. Under these Agreements, generally, if you are working in the jurisdiction of another signatory pension fund and wish contributions received for you by that other fund to be sent to this Pension Fund as your home fund, you can request such a transfer of the contributions to this Pension Fund and the Fund will give you credit for the work under the Fund’s rules. If you are working under the jurisdiction of this Fund but have another home fund to which you want contributions sent, you can request such a transfer.

However, such a transfer can be made only with another Union pension fund with which this Fund has a Money Follows the Man Reciprocal Agreement, and only if the procedures set forth in those agreements are followed. Those procedures generally require that you sign a written consent form. If you are interested in whether such a transfer is available, you should contact the Fund Office.
GENERAL INFORMATION ABOUT THE PENSION FUND

Name & EIN Of The Pension Fund

The full and legal name of the Pension Fund is the “Laborers National Pension Fund.” The Employer Identification Number assigned to the Pension Fund by the Internal Revenue Service is 75-1280827. The Plan Number is 001.

Administration Of The Pension Fund

The Pension Fund is a trust established by an Agreement and Declaration of Trust for the exclusive purpose of providing benefits to Participants and beneficiaries who are eligible for benefits under the Rules and Regulations.

The Pension Fund is administered and governed by a joint labor-management Board of Trustees which has the exclusive and full power and authority to design, adopt, amend, implement, apply and interpret the Rules and Regulations and such other rules, forms, and procedures as the Board deems appropriate for the sound administration of the Pension Fund. The Board of Trustees has the exclusive and full right and discretion to decide all questions of interpretation and fact concerning the Pension Fund.

The Board of Trustees is the “sponsor”, “plan administrator,” and primary “named fiduciary” of the Pension Fund within the meaning of ERISA.

The Pension Fund maintains an administrative office at 14140 Midway Road, Suite 105, Dallas, Texas 75244. This office is called the “Fund Office.” The telephone numbers for the Fund Office are (972) 233-4458 (local) and (877) 233-5673 (toll free). The Fund Office’s Internet website is www.lnpf.org. The Fund Office is headed by the Fund Administrator, and is staffed by Fund employees (in-house administration) who are dedicated exclusively to the Fund’s administration.

The Pension Fund engages professional actuaries and consultants, investment consultants, investment managers, legal counsel, and accountants/auditors to assist in the administration of the Fund. The Fund’s actuarial services are provided by The Segal Company, New York, New York.

All expenses of administering the Pension Fund are paid from Fund assets. The Trustees are not compensated for their services to the Pension Fund, but are reimbursed their actual and reasonable expenses.

Board Of Trustees

The Board of Trustees consists of the following individuals:

Terence M. O’Sullivan, General President
Laborers’ International Union of North America
905 16th Street, N.W.
Washington, D.C. 20006

James C. Hale, Vice President & Ohio Valley & Southern States Regional Manager
Laborers’ International Union of North America
25 Century Blvd., Suite 305
Nashville, TN 37214

Vincent R. Masino, Vice President & Assistant New England Regional Manager
Laborers’ International Union of North America
226 South Main Street
Providence, RI 02903

Edward M. Smith, Vice President, Midwest Regional Manager & Assistant to General President
Laborers’ International Union of North America
1 North Old State Capitol Plaza, Suite 525
Springfield, IL 62701

J. Tom White, President
H.C. Price Company
15660 N. Dallas Parkway, Suite 300
Dallas, TX 75248

Peter M. Billey, President
Right-of-Way Clearing & Maintenance, Inc.
33 East Pittsburgh Street
Greensburg, PA 15601

Scott E. Summers, Senior Vice President
ARB, Inc.
26000 Commerce Centre Drive
Lake Forest, CA 92630

Robert H. Westphal, Senior Vice President
Michels Corporation
817 W. Main Street
Brownsville, WI 53006-0128
Agent For Service Of Process

The Board of Trustees has designated the Fund Administrator, Lu Beth Greene, as the Pension Fund’s agent for receipt of process. She is located at the Fund Office. Service of process may be made on the Fund Administrator or any Trustee.

Obtaining Information & Answers

Information concerning the Pension Fund can be obtained by contacting the Fund Office. This includes copies of the Rules and Regulations and the SPD, copies of the Fund’s annual reports and summary annual reports, and individual benefit statements.

Participants and their family members are particularly encouraged to contact the Fund Office if they have any questions concerning the Pension Fund, their eligibility for benefits, or their rights and responsibilities.

Type Of Pension Plan

The Pension Fund is a defined benefit pension plan.

Legal Status

The Pension Fund is a joint labor-management pension trust fund established and maintained pursuant to an Agreement and Declaration of Trust and various Collective Bargaining Agreements. The Pension Fund complies with the requirements of the Labor Management Relations ("Taft-Hartley") Act.

The Pension Fund is also regulated by ERISA as an employee pension benefit plan and a multiemployer plan.

The Pension Fund is also a qualified pension plan under Section 401(a), et seq. of the Internal Revenue Code of 1986 (Code), as amended, and a tax-exempt trust under Section 501(a) of the Code.

Funding & Contributions

The Pension Fund generally obtains the money with which to pay pensions and other benefits from the following sources: (1) Employer contributions made in accordance with Collective Bargaining Agreements, and (2) income and gain from investments of the Fund’s assets.

All contributions and investments are pooled in a common trust fund and held in trust by the Board of Trustees for the exclusive purpose of providing promised benefits and paying the reasonable expenses of administering the Pension Fund. All assets are available to pay all benefit and expense obligations of the Pension Fund. All benefits are payable from the Pension Fund’s assets, and not through any insurance policy.

The rate of contributions is set by various Collective Bargaining Agreements, and may vary from Employer to Employer. The Pension Fund does not generally set the rate of contributions, but the Board of Trustees does reserve the right and discretion to: (1) set minimum and maximum acceptable contribution rates; (2) set, change and vary the benefit levels provided by the Pension Fund for the contribution rates, in general and for a particular group; (3) set uniform rules for determining the basis for the contribution rate (e.g. by the hour paid or hour worked, overtime hours); and set rules for the payment of contributions, including requirements for contribution reports, payroll audits, and rules relating to delinquencies. The Pension Fund is entitled to cause the payroll records of any Employer to be audited by certified public accountants to verify the correct contributions have been paid to the Fund.

Employers who are delinquent in making contributions may be charged interest and other assessments, including the costs incurred by the Pension Fund in collecting the contributions. The Pension Fund may bring a suit under ERISA and other applicable laws to collect delinquent contributions and other required payments. The Pension Fund is not bound by any Collective Bargaining Agreement’s grievance and arbitration procedures or requirements.

No employee contributions are required or permitted by the Pension Fund.

Investments & Other Assets

The Pension Fund’s assets are prudently invested in diversified portfolios by various professional investment managers selected by the Board of Trustees on the recommendation of the Pension Fund’s professional investment consultants. Most of the Fund’s assets are held in custody by SouthTrust Bank of Alabama, N.A. and the Northern Trust Company. Other invested assets are custody by collective investment vehicles such as the AFL-CIO Housing Investment Trust.

Fiscal/Plan Year

The Pension Fund’s fiscal year and plan year is the calendar year ending on December 31st.
PLAN TERMINATION OR INSOLVENCY

The Board of Trustees intends and expects to continue the Pension Fund indefinitely, but it reserves the right to amend the Pension Plan or to terminate the Pension Fund at any time. If the Pension Fund is terminated, it will not affect the benefit a Participant has already accrued, to the extent then funded.

In the event the Pension Fund is terminated, the Pension Fund’s assets will be allocated to certain benefit categories in a particular order in accordance with ERISA. That order, beginning with the first priority, is as follows:

(1) Benefits for Participants and Beneficiaries who were receiving pension benefits or who could have commenced receiving pension benefits at the beginning of a 3-year period ending on the date of the Fund’s termination;

(2) Benefits generally guaranteed by the Pension Benefit Guaranty Corporation (see below);

(3) Other benefits are non-forfeitable (vested) under the terms of the Pension Plan, if any; and

(4) All other benefits owed under the terms of the Pension Plan.

Assets will be allocated to each category in full before assets are allocated to the next category in the order. Any remaining assets after all categories are fully allocated will be applied solely for the benefit of the Participants and Beneficiaries. No such assets shall be payable to contributing Employers.

In the event the Pension Fund lacks sufficient assets to pay benefits guaranteed by the PBGC, the PBGC may provide financial assistance to the Pension Fund or assume control over the Pension Fund and terminate it, as explained below.

Pension Benefit Guaranty Corporation (PBGC)

The following information is required to be included in every multiemployer defined benefit pension plan’s summary plan description.

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 the PBGC guarantees is set by law. Under the multiemployer program, as amended in 2001, 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. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC benefit guaranty generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Pension Fund becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) 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, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC’s pension insurance program is available through the PBGC’s website on the Internet at http://www.pbgc.gov
YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT ERISA

Regulations issued by the U.S. Department of Labor require pension plan’s summary plan description include the following statement of ERISA rights and responsibilities.

As a Participant in the Laborers National Pension Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive Information About Your Plan And Benefits

ERISA provides all plan participants shall be entitled 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 plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (formerly Pension and Welfare Benefits Administration).

• Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

• Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

• Obtain a statement telling you whether you have a right to receive a Regular Pension at age 62 and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions By Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
Assistance With Your Questions

If you have any questions about your plan, you should contact the 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration of the U.S. Department of Labor.