

**Heavy and General Laborers'
Local Union 472 and Local Union 172 of New Jersey
Pension Fund
Summary Plan Description**

January 2014

**Heavy and General Laborers'
Local Union 472 and Local Union 172 of New Jersey Pension Fund**

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TO ALL PARTICIPANTS

It is with great pleasure that we present you with this Summary Plan Description (SPD) Guide describing your Pension Plan benefits as of January 2014.

In this SPD, you'll find a description of the eligibility requirements for participation, the benefits to which you're entitled and the procedures you should follow to obtain benefits provided by the Fund.

We strongly urge you to read the booklet carefully and familiarize yourself with the features of the Plan. We also recommend that you share this booklet with your family to protect their interests and that you keep it handy for future reference.

We are very proud of the Pension Plan and the outstanding achievements in benefit improvements that have been possible over recent years. If you need any assistance or information, please call the Fund Office at 973-589-5050. We thank you for your support and look forward to continuing to provide security for your retirement years.

Sincerely,

Board of Trustees

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Se tiver qualquer dificuldade em compreender qualquer parte deste livrete, por favor dirija qualquer pergunta ao Director Geral, Heavy and General Laborers' Pension Fund of New Jersey. Telefone 973- 589-5050. O horario do escritorio: Segunda a Sexta-feira: 9:00 a.m.-5:00 p.m.

This Summary Plan Description (SPD) contains highlights of the pension benefits provided by the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Pension Fund. This document replaces and supersedes any previous SPDs you have received. **It does not change the official rules and regulations in the official Plan document or other documents, including trust agreements and the collective bargaining agreements establishing the Plan. Rights to benefits are determined only by referring to the full text of official Plan documents (available for your inspection at the Fund Office) or by official action of the Board of Trustees. If there is any conflict between the terms of the official rules and regulations of the Pension Fund or the Plan it has adopted and this Summary Plan Description, the official rules and regulations shall control.**

The Board of Trustees intends to continue the benefit programs described in this Guide indefinitely. Nevertheless, it reserves the right, subject to the provisions of any pertinent Collective Bargaining Agreement, to terminate, amend or modify any or all of the Fund's benefit programs in whole or in part at any time in the future. If any questions concerning eligibility for benefits arise, the Trustees have sole and exclusive authority to resolve the issue. The Trustees' decisions are final and binding. The Plan may be terminated by the Board of Trustees when there is no longer an agreement in effect between an Employer and the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey requiring Employer Contributions to the Fund.

YOUR BENEFITS AT A GLANCE

Your Pension Plan benefits are a significant part of your retirement income. The amount of your pension benefit is based on the number of years you work for Employers who are required to make contributions to the Plan on your behalf (“Contributing Employers”). Generally, the longer you work for Contributing Employers, the greater your pension. The Pension Plan offers:

- ✧ Pensions at various retirement ages;
- ✧ Different payment options;
- ✧ Disability benefits; and
- ✧ Survivor benefits.

You pay nothing toward your pension benefits. Contributing Employers pay the full cost of the Pension Plan.

If you have any questions about your benefits under the Plan, please call the Fund Office at 973-589-5050.

ABOUT THIS GUIDE

This Guide has been prepared to explain your benefits. You may want to glance through it now to become familiar with these benefits. Then keep this Guide with your important papers so you can refer to it when needed.

We tried to describe your benefits as completely as possible and in everyday language. We’ve also organized this Guide in a way that will be most useful to you, starting with information detailing when you can participate in the Plan and your coverage under the pension program.

The life events section that follows is designed to show you how your benefits work at different stages of your life, such as getting married, taking a leave of absence or returning to work. It describes what you need to do to ensure your benefits continue during or after one of these life events.

The next section covers preparing for retirement and applying for your pension. After that, there’s information on Plan termination insurance (page 43) and your rights under the Employee Retirement Income Security Act (ERISA) on page 45. You’ll find general Plan information on page 40.

This chart summarizes your Pension Plan benefits. Please refer to the pages shown in the chart for more detailed information.

PENSION BENEFITS AT A GLANCE		
PLAN EVENT OR FEATURE	OVERVIEW	FOR MORE INFO SEE PAGE:
Becoming a Participant	You become a Participant on the January 1 or July 1 following a 12 consecutive month period in which you work 600 hours in Covered Employment.	3
Pension Credits	The number of Pension Credits you earn determines the amount of your pension benefit. You earn one Pension Credit for each year in which you work at least 600 hours in Covered Employment. You cannot earn more than one Pension Credit per year.	5
Vesting Service	Vesting Service determines your right to a pension. You earn one year of Vesting Service for each year you work at least 1,000 hours. Once you have earned 5 years of Vesting Service you have a non-forfeitable right to a pension when you retire.	6
Types of Pensions	Once you're vested, you earn the right to one of the following benefits: <ul style="list-style-type: none"> – Regular Pension – Early Retirement Pension – Service Pension – Vested Pension – Partial Pension – Disability Pension 	8
Payment Options	The following payment options are available when you retire: <ul style="list-style-type: none"> – Single Life Pension with 60-Month Guarantee – 50% Husband-and-Wife Option (if you're married) – 75% Husband-and-Wife Option (if you're married) – Level Income Option 	21
Survivor Benefits	Survivor benefits are payable to your spouse, spousal equivalent and/or beneficiary after your death: <ul style="list-style-type: none"> – 50% Husband-and-Wife Pension (if you're married or in a civil union) – 60-month Guaranteed Pension This benefit is available if you retire on any pension other than a Vested Pension, Partial Pension, or Disability Pension (with less than 15 Pension Credits).	28

PARTICIPATING IN THE PLAN

WHO CAN PARTICIPATE

You are covered by the Pension Plan if you are an Employee working under a Collective Bargaining Agreement between an Employer and the Unions providing for contributions to this Pension Fund. You are covered by the Pension Plan if you are an employee of the Heavy and General Laborers' Local Union 472 or Local Union 172, or if you are an employee of the Heavy and General Laborers' Local Union 472 and Local 172 Benefit Funds, on whose behalf required contributions are made to the Pension Fund.

WHEN PARTICIPATION BEGINS

You become a Participant in the Plan on the earliest January 1 or July 1 after you complete a 12 consecutive month period during which you work at least 600 hours in covered employment. This period begins the date you begin covered employment.

Covered Employment is employment with an Employer making contributions to the Pension Fund.

Once you've completed your first 12 consecutive month period, succeeding 12 consecutive month periods coincide with the Calendar Year (January 1 – December 31) that includes your first anniversary of covered employment. Once you become a Participant in the Plan, your hours worked in the previous 12 months are recognized.

Once you become a Participant in the Plan, you will continue as an active Participant as long as you work at least 500 hours in each Calendar Year.

For Example:

Jake began working as a laborer on May 1, 2009. By May 1, 2010, he had completed 600 hours in covered employment. He began participating in the Plan on July 1, 2010. Once he became a Participant in the Plan, his hours worked were recognized and credited and all future work was credited by the Plan based on the Calendar Year, January 1 through December 31.

DESIGNATING YOUR BENEFICIARY

When you become eligible for pension benefits, you'll be asked to name a person or persons who will receive the benefit if you should die. If you're married or in a civil union, your spouse or spousal equivalent automatically becomes your beneficiary. If you don't have an eligible spouse or spousal equivalent, or if you are married and your spouse waives benefits from the Plan, you may designate anyone as your beneficiary by completing a form and filing it with the Fund Office. Your beneficiary can be changed at any time before you begin to receive pension payments. The initial designation or change of designation will take effect on the date you sign the designation form.

It's important that you name a beneficiary. If you do not name a beneficiary, or if your beneficiary is not living at the time of your death, your benefit will be paid to your survivors as follows:

- ✧ Spouse or spousal equivalent; or if none,
- ✧ Children, in equal shares; or if none,
- ✧ Parent(s), in equal shares; or if none,
- ✧ Brothers and sisters, in equal shares.

Spousal Equivalent. The Plan recognizes a member's civil union partner or same-gender marriage partner as a "spousal equivalent." To qualify as a spousal equivalent, the relationship must have been entered into in a state that licenses or registers civil unions or same-gender marriages and the State of New Jersey must recognize the relationship as equal to a New Jersey civil union.

Spouse. The term "spouse" or "surviving spouse" means an individual who is legally married to you and who is treated as a spouse under federal law.

HOW YOUR SERVICE COUNTS

The length of your Covered Employment affects your pension in two important ways. Your Pension Credits determine the amount of your monthly benefit. Your Vesting Service determines when you are “vested,” that is, when your right to receive a pension becomes non-forfeitable. This section explains how you accumulate Pension Credits and Vesting Service. See page 17 for information on how you can lose Pension Credits and Vesting Service if you have a break in service.

PENSION CREDITS

You earn Pension Credits in two ways:

- ✧ For covered employment during the contribution period, and
- ✧ For covered employment before the contribution period.

The Contribution Period is the time during which your Employer contributes to the Pension Fund on your behalf.

During the contribution period, you earn one Pension Credit for each Calendar Year in which you work at least 600 hours in covered employment. You earn a maximum of one pension credit per year no matter how many hours you work in a year. If you work less than 600 hours, you will receive part of a year of credited service as follows:

HOURS WITHIN THE CALENDAR YEAR	PENSION CREDITS
200 – 399	$\frac{1}{4}$
400 – 499	$\frac{1}{2}$
500 – 599	$\frac{3}{4}$
600 or more	1

We can go back to our example in the previous section (page 3) to demonstrate. Jake began working as a laborer on May 1, 2009. By May 1, 2010, he had completed 600 hours in covered employment. He began participating in the Plan on July 1, 2010. Jake’s actual hours worked between May 1 and December 31, 2009 were 450. Therefore, once he became a Participant in the Plan, his hours worked were recognized and he was credited with $\frac{1}{2}$ of a Pension Credit for 2009.

If you worked in the industry before January 1, 1964, you also earn Pension Credits before the contribution period.

FOR SERVICE...	YOU EARNED THE FOLLOWING PENSION CREDITS
July 1, 1953 - January 1, 1954	1 Pension Credit for each Calendar Year in which you worked at least 400 hours for a Contributing Employer.
Prior to July 1, 1953	1 Pension Credit for each year of continuous work in the heavy and highway construction industry in a bargaining unit represented by Laborers Local 472 or 172, or for each Calendar Year of continuous Union membership.

In some instances, you can receive Pension Credit for time you did not work in covered employment. See page 11 for information about military service and page 15 for details on disability.

VESTING SERVICE

Years of Vesting Service are used to determine your eligibility for a Vested Pension.

If you have worked at least one hour since April 1, 1998, you are vested (entitled to a pension) once you have earned five years of Vesting Service or at least 15 Pension Credits.

You earn one year of Vesting Service for each Calendar Year in which you work in covered employment for 1,000 hours or more. Generally, you become vested once you have earned at least five years of Vesting Service or at least 15 Pension Credits. You will become vested when you reach Normal Retirement Age (generally age 65) regardless of the number of years of Vesting Service.

If you have not worked as a laborer since April 1, 1998, the previous Plan vesting schedule applies to you. In such case, you are entitled to a Vested Pension if you had earned 10 years of Vesting Service or 15 Pension Credits or have reached Normal Retirement Age.

It is possible to lose Vesting Service and Pension Credits if you have a Permanent Break-in-Service before you have earned five years of Vesting Service. See page 17 for more information on breaks-in-service.

RECIPROCAL WORK AGREEMENTS

To help you avoid a loss of pension benefits due to working outside the geographical jurisdiction of the Union, the Pension Fund has entered into reciprocal work agreements with a number of Pension Funds in the trade (called Related Plans). Under these reciprocal agreements, if you would not be eligible for a pension based solely on Pension Credits earned under this plan, you may be eligible for a Partial Pension based on your combined credited service from this Plan and Related Plans. However, you are only eligible for a Partial Pension with this Plan if you earned at least 15 combined credits between participating locals and are age 55 or older. Remember, you cannot earn more than one Pension Credit per year. For more information about Plans that have signed reciprocal agreements or how combined credited service is calculated, contact the Fund Office.

A Reciprocal Work Agreement provides a pension benefit for you when you may not otherwise be eligible because your years of employment are divided between two or more plans.

TYPES OF PENSIONS

Six types of pensions are provided under the Plan.

- ✧ Regular Pension
- ✧ Early Retirement Pension
- ✧ Service Pension
- ✧ Vested Pension
- ✧ Disability Pension
- ✧ Partial Pension

Each type of pension has specific eligibility requirements and rules determining how much you'll be paid. In general, your benefit amount is calculated by multiplying your earned Pension Credits by the benefit accrual rate in effect when the credits were earned.

If you have earned at least one hour of service since January 1, 2001, the following benefit accrual rates apply:

- ✧ For Pension Credits earned before 1994, the benefit accrual rate is \$55.00 per credit.
- ✧ For Pension Credits earned after January 1, 1994, the benefit accrual rate is \$62.50 per credit.

If you have not worked in covered employment since December 31, 2000, the previous benefit accrual rates will apply. Contact the Fund Office for more information.

REGULAR PENSION

You are eligible for a Regular Pension benefit if you are:

- ✧ Age 62 or older and
- ✧ Have earned at least 15 Pension Credits but less than 30 Pension Credits.

Jose retires in 2009 just after his 62nd birthday with 17 Pension Credits. His benefit amount will be determined based on his Pension Credits and when they were earned:					
YEARS WORKED	PENSION CREDITS EARNED	(times)	BENEFIT ACCRUAL RATE	(equals)	MONTHLY PENSION BENEFIT
1994 – 2009	15		\$62.50		\$937.50
Before 1994	2		\$55.00		\$110.00
Jose's total monthly Regular Pension benefit					\$1,047.50

Your benefit amount will be based upon your Pension Credits and when they were earned.

EARLY RETIREMENT PENSION

You are eligible for an Early Retirement Pension benefit if you are:

- ✧ Age 55 through age 61 and
- ✧ Have earned at least 15 Pension Credits but less than 30 Pension Credits.

Your benefit amount will be calculated like a Regular Pension benefit but will be reduced ¼ of 1% for each month you are younger than age 62.

Fred retires at the same time and with the same working history as Joe in the example above. But Fred retires just after his 58th birthday. Fred's Regular Pension benefit would be \$1,047.50 per month, if Fred retires at age 62. But because Fred is retiring at 58 – 48 months before his 62nd birthday – his pension will be reduced by ¼ of 1% (or .25%) for each month before age 62 (48 months).

Reduction Percentage: .25% times 48 months = 12%

Reduction Amount: \$1,047.50 times 12% = \$125.70

Fred's Monthly Early Retirement Pension: \$1,047.50 minus \$125.70 = \$921.80

SERVICE PENSION

You are eligible for a Service Pension benefit at any age if you have earned 30 Pension Credits or more. The Service Pension benefit amount is calculated in the same way as a Regular Pension. The benefit accrual rate for all Pension Credits earned before 1994 is \$55.00. If you have worked in covered employment at least one hour since January 1, 2001, the benefit accrual rate for all Pension Credits earned after January 1, 1994 is \$62.50. If you have not worked in Covered employment since December 31, 2000, the previous benefit accrual rates will apply. Contact the Fund Office for more information.

VESTED PENSION

You are eligible for a Vested Pension benefit if you do not qualify for a regular, early or service pension, but you:

- ✧ Are age 65 and older
- AND
- ✧ Have earned at least 10 years of Vesting Service, or
- ✧ Have worked at least one hour in covered employment after April 1, 1998 and had earned at least five years of Vesting Service

You earn one year of Vesting Service for each Calendar Year in which you work in covered employment for 1,000 hours or more.

Your monthly benefit amount will be calculated like a Regular Pension based on the number of Pension Credits and the benefit accrual rate in effect when you left covered employment.

Carl left work in Covered Employment in 1996 at age 61. He had earned 10 years of Vesting Service and 11 Pension Credits. When he reached age 65 in 2001, Carl was entitled to a monthly Vested Pension benefit of \$451.00 (11 x \$41.00* = \$451.00).

***\$41.00 was the benefit accrual rate in effect when Carl left Covered Employment in 1996.**

DISABILITY PENSION

You are eligible to retire with a Disability Pension benefit at any age if you:

- ✧ Have earned at least 10 Pension Credits;
- ✧ Have earned at least 1/4 Pension Credit in the 12 months immediately preceding your disability; and
- ✧ Are totally and permanently disabled.

What is a total and permanent disability?

You are considered totally and permanently disabled if, as a result of bodily injury or illness, you are unable to engage in any further employment or gainful pursuit.

If you worked at least one hour in Covered Employment after **January 1, 1999** but before you became disabled, the monthly amount of your Disability Pension will be calculated like a Regular Pension based on your Pension Credits and when they were earned. However, the amount will be reduced 3% for each year you are younger than age 62, but not reduced below age 55.

You should file for a Social Security Disability Award and a Disability Pension

immediately after you believe you've been disabled. If you are eligible to receive a Disability Pension benefit and your application has been approved by the Board of Trustees, benefit payments may begin on the first day of the month coinciding with or the first day of the month following the last of these dates:

- ✧ The date your application is received; and
- ✧ The first day of the seventh month of a total and permanent disability.

The benefit is payable for your lifetime if you remain totally and permanently disabled to age 65, or earlier if you qualify for an Early Retirement Pension. (See page 9 for information on qualifying for Early Retirement.) If you recover from your disability before then, your Disability Pension will stop the first month following the end of the disability. Periodically, the Trustees may request medical evidence of your continuing disability; this may include requesting the right to contact Social Security to review your work history.

OCCUPATIONAL DISABILITY AWARD

If you cannot meet the requirements for total and permanent disability, you may still be eligible for a benefit from the Plan. If you submit to an examination by a licensed medical practitioner designated by the Board of Trustees and that medical practitioner rules that you have an occupational disability, then you may be eligible for an Occupational Disability Award from the Plan. In addition to meeting the medical requirements, you must have:

- ✧ Earned at least 10 Pension Credits, and
- ✧ Earned at least ¼ Pension Credit in the 12 months immediately preceding your disability.

The monthly award will be equal to \$19.00 times the number of Pension Credits you have earned. It will be payable for as long as you are totally disabled or until you are eligible to retire on a Regular, Early or Vested Pension.

You have a **total and permanent occupational disability** if you do not meet the requirements of total disability under the regular Disability Pension but you are found to be totally and permanently unable, as a result of bodily injury or disease, to engage in further employment of the type covered by the Plan.

If your claim for an Occupational Disability Pension is denied, you must re-apply for any future benefit. An original application that is denied will not be accepted as an effective beginning date towards receiving a Pension if you are eventually awarded permanent disability at a later time.

PARTIAL PENSION

You may be eligible for a Partial Pension benefit from this Plan if you have worked in covered employment in the jurisdiction of a Related Plan and have 15 or more combined credits. Remember, you cannot earn more than one Pension Credit per year. Eligibility requirements and benefit amounts will be determined by the provisions regarding Partial Pensions in this Plan and Related Plans. The benefit accrual rates used will be those in effect when you last worked in Covered Employment under a specific Plan. A list of participating Local Unions is available from the Fund Office. If you think you may be eligible for a Partial Pension, contact the Fund Office.

REQUIRED BEGINNING DATE OF YOUR PENSION BENEFIT

Although you are not required to start receiving your Pension benefit when you reach the Plan's Normal Retirement Age of 65, you *must* begin to receive benefits no later than the April 1 following the calendar year in which you turn age 70½.

DEFERRED PAYMENT

While pension payments generally start right away, if you prefer, you may defer the start of pension payments. In no event, however, may payments start later than April 1 of the year you reach age 70½. In addition, if you continue working past Normal Retirement, your pension will start on the earlier of the date you actually retire or April 1 of the year following the year you reach age 70½. If you do elect deferred payment after you stop working, the pension you ultimately receive will be actuarially increased to account for each month after your Normal Retirement Age that you do not receive a pension and are not working in disqualifying employment.

LIFE EVENTS

Your benefits are designed to meet your needs at different stages of your life. This section describes how your coverage is affected when different lifestyle changes occur after you become a Participant.

IF YOU GET MARRIED OR ENTER A CIVIL UNION

When you marry or enter a civil union, your spouse or spousal equivalent automatically becomes your beneficiary.

If you are married when you retire, the standard form of your pension payment will be the 50% Husband-and-Wife Option (described on page 21), unless you chose the 75% Husband-and-Wife Option (described on page 23) or you both sign a waiver. If you and your spouse have waived the Husband-and-Wife Options and you die before retirement, your spouse may be entitled to a pension benefit in 60 monthly installments (see page 28).

**Getting Married or
Entering a Civil Union**

- Notify the Fund Office.
- Review your beneficiary designation.

If you are in a civil union or same-gender marriage when you retire, the standard form of your pension payment will be the 50% Husband-and-Wife Option, unless you chose the 75% Husband-and-Wife Option or you sign a waiver. You are not required to obtain the consent of your spousal equivalent to reject the Husband-and-Wife Pension. If you have waived the Husband-and-Wife Options and you die before retirement, your spousal equivalent may be entitled to a pension benefit in 60 monthly installments.

IF YOU TAKE A FAMILY OR MEDICAL LEAVE OF ABSENCE

Under the Family and Medical Leave Act (FMLA) you may be entitled to take up to 12 work weeks of unpaid leave per year for the birth of a child, placement of a child for adoption or foster care, or to care for a spouse, child, or parent with a serious health condition.

**Taking any Leave of
Absence: Before and After**

- Notify your employer.
- Notify the Fund Office.

In addition, you may be entitled to take a FMLA leave for your own serious health condition. As required by this federal law, you will not incur a break in service for this type of leave.

Important: If you take a maternity/ paternity leave of absence, you will be credited with a maximum of 1,000 hours of service to avoid a break-in-service; however, these hours will not count toward hours worked for Pension Credits.

IF YOU TAKE A MILITARY LEAVE OF ABSENCE

If you are on active military duty, you are entitled to certain rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Taking a Military Leave

- Notify your employer.
- Notify the Fund Office.

Generally, if you return to work within five years after you enter service, you have a right to be reinstated at the level where you would have been if you had not left for military service if you notified your employer that you were going into service. You must receive an honorable discharge and return to employment within one of the following time frames:

- ✧ 90 days of the date of discharge, if the period of service is more than 180 days;
- ✧ 14 days from the date of discharge, if the period of service was 31 days or more but less than 180 days; or
- ✧ One day after discharge (allowing 8 hours for travel) if the period of service was less than 31 days.

If you are hospitalized or convalescing from an injury caused by active duty, these time limits may be extended up to two years.

Under the military service rules, not only will you be credited with the service required to prevent a break, but you will also receive credit for Vesting Service and Pension Credits, as described in the section called "How Your Service Counts." Generally, Vesting Service credit and Pension Credit for periods of military service is based on average weekly Hours of Service earned under the Plan during the 12 months immediately preceding the period of military service.

IF YOU BECOME DIVORCED OR TERMINATE YOUR CIVIL UNION

If you become divorced or terminate your civil union (whether before or after retirement), you should notify the Fund Office and review your beneficiary designation and change it, if necessary.

In the event of a divorce, your spouse may contact his or her attorney and file a Qualified Domestic Relations Order (QDRO). Under the terms of a QDRO, certain payments could be required to be made from your benefits to pay alimony, child support, or marital property rights of your spouse, former spouse, child, or other dependent. A QDRO, therefore, may affect the amount of benefits you will receive or are receiving.

Getting Divorced or Terminating Your Civil Union

- Notify the Fund Office.
- Review your beneficiary designation.

If you have questions about QDROs or would like to receive a copy of the Plan's QDRO procedures, please contact the Fund Office. QDROs do not apply if you terminate your civil union or same-gender marriage.

IF YOU BECOME DISABLED

You will receive credit for periods you are not working in covered employment because of a disability and you will be credited with 84 hours per month up to maximum of 1,000 hours in a Calendar Year. You will not be granted more than 3 Pension Credits (3 years of disability) for such non-work periods during your lifetime.

If you become totally and permanently disabled, you may retire on a Disability Pension if you have at least 10 Pension Credits. You should notify the Fund Office and apply for a Disability Pension. For more information about the Disability Pension, see page 11.

If You're Disabled

- Notify the Fund Office.
- Apply for Social Security Disability benefits if you believe you are permanently disabled.
- Apply for a Disability Pension.
- Submit proof of your disability to the Fund Office such as your TDB benefit pay stubs, Workers' Compensation remittances, or proof of Social Security Disability payments.

IF YOU LEAVE WORK

Once you are vested in the Plan, you have a non-forfeitable right to your accrued benefit based on your Pension Credits and when they were earned. Effective April 1, 1998, you are vested if you have earned five years of Vesting Service or 15 Pension Credits. If you are vested and return to covered employment after a break in service, you are eligible to participate in the Plan immediately.

- Family and Medical Leave time (see page 14);
- Military service (see page 15); or
- Disability (see page 16).

If your employment is interrupted before you are vested, depending on whether it is a One-Year Break-In-Service or a Permanent Break-In-Service, you may lose any Pension Credits and Vesting Service you have accumulated. If you later return to Covered Employment, you must satisfy the initial requirement for eligibility to participate in the Plan.

One-Year Break-in-Service

You have a One-Year Break-in-Service after 1975 if in any Calendar Year you fail to complete at least 500 hours of service. The effect of this break is eliminated, if, before incurring a Permanent Break-in-Service, you return to covered employment and earn one year of Vesting Service.

Permanent Break-in-Service

On or after April 1, 1998, you will have a Permanent Break-in-Service if you have five consecutive One-Year Breaks-in-Service and have earned less than five years of Vesting Service or less than 15 Pension Credits.

In general, if you are not vested and you incur a Permanent Break-in Service, you are no longer a Participant in the Plan and all of your Vesting Service and Pension Credits earned up to that point are lost. If you later return to work in covered employment, you must complete 600 hours of work within a 12 consecutive month period before you can begin participating in the Plan.

If you have not worked at least one hour in covered employment since April 1, 1998, different break-in-service rules apply if you had not earned 10 years of Vesting Service or 15 Pension Credits.

After 1975, you had a Permanent Break-in-Service if you had consecutive One-Year Breaks-in-Service (including at least one after 1975), that equaled or exceeded the number of full years of Vesting Service you had earned. However, after January 1, 1985, you must have at least five consecutive One-Year Breaks-in-Service in order to incur a Permanent Break-in-Service.

Before 1976, you had a Permanent Break-in-Service if:

- ✧ After January 1, 1964 and before January 1, 1976, you failed to earn at least 1/4 Pension Credit in any two consecutive Calendar Years.
- ✧ Prior to January 1, 1964, you accrued less than 400 hours of work for each of three consecutive Calendar Years or less than 200 hours in each of two consecutive Calendar Years. However, this provision will not apply if you had earned at least 20 Pension Credits in previous years.

Frozen Service

If you have a Break-in-Service after you are vested, your service before the break is frozen and your retirement benefit will be based on this frozen service and the benefit accrual rate in effect when you left covered employment. If you return to covered employment for at least an additional eight quarters of Pension Credit or Vesting Service, you would be entitled to the benefit accrual rate in effect at the time you subsequently leave work. In addition, if you have attained the age and service requirements needed to be eligible for a pension, you will receive the benefit accrual rate in effect when you apply for benefits.

However, if you return to covered employment for less than an additional eight quarters of Pension Credit or Vesting Service, only the benefit earned based on your additional Pension Credits will be calculated using the benefit accrual rate in effect at the time you subsequently leave work.

IF YOU RETURN TO WORK AFTER PENSION BENEFITS BEGIN

If you have already started to receive your pension benefits and you return to work in the same or related business as any contributing employer (forbidden work, as described below) your benefits may be suspended for a period of time.

You are required to report to the Fund Office, in writing within 30 days, any forbidden work you undertake and you may be required to return your last pension benefit check. Once you reach age 70½, you may work as a laborer, or in any other industry, and receive your pension without any penalties or restrictions.

The kind of work that is “forbidden” (that is, will cause a temporary loss of pension) depends on your age.

Before Age of 65

You will lose your pension for any month in which you are employed:

- ✧ With any Contributing Employer;
- ✧ With any Employer in the same or related business as any Contributing Employer;
- ✧ In self-employment in the same or related business as any Contributing Employer; or
- ✧ In self-employment in any business that is, or may be, under the jurisdiction of the Locals.

If you work at a forbidden job, your pension benefits will be suspended for the month or months in which you worked, plus up to six additional months. If you do not report this work to the Fund Office, your pension benefits may be suspended for an additional six months.

After Age of 65

You will lose your pension for any month in which you work in employment, or self-employment, as a laborer in the construction industry for more than 40 hours in the New Jersey geographical area.

IF YOUR SPOUSE, SPOUSAL EQUIVALENT OR BENEFICIARY DIES

If your spouse, spousal equivalent or beneficiary dies, notify the Fund Office as soon as possible after the death to change your beneficiary designation.

If Your Spouse, Spousal Equivalent or Beneficiary Dies

- | |
|---|
| <ul style="list-style-type: none">- Notify the Fund Office- Review your beneficiary designation. |
|---|

IF YOU DIE

Upon your death, certain survivor benefits will apply. See page 28 for more information. Be sure your family knows that they need to contact the Fund Office as soon as possible.

In Case You Die

- Your spouse, spousal equivalent or beneficiary should contact the Fund Office.

WHEN YOU RETIRE

Before you retire, you must complete and submit your application form as soon as possible. For certain options, you may need to file an application at least 12 months prior to retirement. See page 33 for information on filing an application.

In addition, you may be eligible for contributory extended healthcare and life insurance benefits through the Welfare Fund if you retire with a minimum of 15 years of Vested Service or Pension Credits from this Pension Plan and you are eligible for Welfare Fund benefits at the time of your retirement.

See the Summary Plan Description for the Heavy and General Laborers' Local Union 472 and Local Union 172 Welfare Fund of New Jersey for more information on eligibility for retiree healthcare and life insurance benefits.

FORMS OF PAYMENT

SINGLE LIFE PENSION WITH 60-MONTH GUARANTEE

If you're single when your pension begins, you will be paid a monthly benefit for your lifetime. If you had earned at least 15 Pension Credits, then when you die, your beneficiary will receive the monthly payments for up to 60 months or until your beneficiary dies, whichever comes first. Your beneficiary will receive the same amount of monthly benefit as you were receiving before your death.

Be sure you've designated a beneficiary as indicated on page 4.

50% HUSBAND-AND-WIFE OPTION

If you're married or in a civil union when you retire, the standard form of payment is the 50% Husband-and-Wife Option. If you are married, both you and your spouse need to reject this benefit in writing to choose another option. If you are in a civil union or same-gender marriage, you do not need your spousal equivalent's consent to reject this option. With this option, you receive a reduced monthly benefit during your lifetime.

The Husband-and-Wife Option is not available if you retire with a Level Income Option.

Upon your death, if you've earned less than 15 Pension Credits, 50% of the amount you were receiving is paid to your surviving spouse or spousal equivalent for the remainder of her or his lifetime. If you've earned at least 15 Pension Credits, you're spouse or spousal equivalent will continue to receive the monthly amount you were receiving for 60 months after your death. Beginning with the 61st month after your death, 50% of this amount is paid to your surviving spouse or spousal equivalent for the remainder of her or his lifetime. If your surviving spouse or spousal equivalent dies within 60 months of your death, the balance of the 60 monthly payments will continue to be made to your surviving spouse's or spousal equivalent's beneficiary until a total of 60 monthly payments are made, or if sooner, the beneficiary's death.

The amount of the reduction in your benefit depends on your age, your spouse's or spousal equivalent's age, and the amount of Pension Credits you've earned.

If you've earned less than 15 Pension Credits. For all types of pensions except a Disability Pension, you will receive 90% of your earned pension benefit plus 0.4% for each full year your spouse or spousal equivalent is older than you are or minus 0.4% for each full year your spouse or spousal equivalent is younger. If you take a Disability Pension, you will receive 82% of your earned pension benefit plus 0.4% for each full year your spouse or spousal equivalent is older than you are or minus 0.4% for each full year your spouse or spousal equivalent is younger.

If you've earned at least 15 Pension Credits. For all types of pensions except a Disability Pension, you will receive 95% of your earned pension benefit plus 0.4% for each full year your spouse or spousal equivalent is older than you are or minus 0.4% for each full year your spouse or spousal equivalent is younger. If you take a Disability Pension, you will receive 88% of your earned pension benefit plus 0.4% for each full year your spouse or spousal equivalent is older than you are or minus 0.4% for each full year your spouse or spousal equivalent is younger.

The following example is for illustrative purposes only. Your retirement calculation will vary depending on your specific circumstances and the retirement factors in effect when you retire. The Fund Office will provide you with a specific calculation when you retire.

Fred retires in 2009 at age 62 with 25 Pension Credits. His monthly Regular Pension benefit is \$1,487.50. His wife Sally is 7 years younger than Fred. Here is how the 50% Husband-and-Wife Pension benefit would be calculated:		
FACTOR	CALCULATION	AMOUNT
Fred's Regular Pension Benefit	15 Pension Credits at \$62.50 = \$937.50 10 Pension Credits at \$55.00 = \$550.00	\$1,487.50
Standard 50% Husband-and-Wife Pension reduction <i>minus</i> Reduction for Sally being 7 years younger than Fred	95% - 2.8%* (*0.4% x 7 = 2.8%)	92.2%
Fred's total monthly benefit for life	\$1,487.50 X 92.2%	\$1,371.48
Sally's total monthly benefit if Fred should die	For the first 60 months after Fred's death (Fred earned more than 15 credits) Beginning with the 61 st month after Fred's death (\$1,371.48 x 50%)	\$1,371.48 \$685.74

To receive payment under the 50% Husband-and-Wife Option, you must be married or in a civil union at the time your benefit payment begins. If you were married or obtained a civil union within twelve months prior to retirement and you die before you were married or in a civil union for one full year, your surviving spouse or spousal equivalent will not receive the survivor's pension. See page 28 for information about survivor benefits.

75% HUSBAND-AND-WIFE OPTION

If you're married or in a civil union when you retire, you may choose the 75% Husband-and-Wife Option. Like the 50% Husband-and-Wife Option, you receive a reduced monthly benefit during your lifetime. The reduction is greater because it has to cover your spouse's or spousal equivalent's expected life span at a higher payment level.

The Husband-and-Wife Option is not available if you retire with a Level Income Option.

Upon your death, if you've earned less than 15 Pension Credits, 75% of the amount you were receiving is paid to your surviving spouse or spousal equivalent for the remainder of her or his lifetime. If you've earned at least 15 Pension Credits, your spouse or spousal equivalent will continue to receive the monthly amount you were receiving for 60 months after your death. Beginning with the 61st month after your death, 75% of this amount is paid to your surviving spouse or spousal equivalent for the remainder of her or his lifetime. If your surviving spouse or spousal equivalent dies within 60 months of your death, the balance of the 60 monthly payments will continue to be made to your surviving spouse's or spousal equivalent's beneficiary until a total of 60 monthly payments are made, or if sooner, the beneficiary's death.

The amount of the reduction in your benefit depends on your age, your spouse's or spousal equivalent's age, and the amount of Pension Credits you've earned.

If you've earned less than 15 Pension Credits. For all types of pensions except a Disability Pension, you will receive 86% of your earned pension benefit plus 0.6% for each full year your spouse or spousal equivalent is older than you are or minus 0.6% for each full year your spouse or spousal equivalent is younger. If you take a Disability Pension, you will receive 74% of your earned pension benefit plus 0.5% for each full year your spouse or spousal equivalent is older than you are or minus 0.5% for each full year your spouse or spousal equivalent is younger.

If you've earned at least 15 Pension Credits. For all types of pensions except a Disability Pension, you will receive 92% of your earned pension benefit plus 0.5% for each full year your spouse or spousal equivalent is older than you are or minus 0.5% for each full year your spouse or spousal equivalent is younger. If you take a Disability Pension, you will receive 82% of your earned pension benefit plus 0.4% for each full year your spouse or spousal equivalent is older than you are or minus 0.4% for each full year your spouse or spousal equivalent is younger.

The following example is for illustrative purposes only. Your retirement calculation will vary depending on your specific circumstances and the retirement factors in effect when you retire. The Fund Office will provide you with a specific calculation when you retire.

This example assumes the same facts as in the previous example for Fred and his wife Sally. Fred retires in 2009 at age 62 with 25 Pension Credits. His monthly Regular Pension benefit is \$1,487.50. His wife Sally is 7 years younger than Fred. Here is how the 75% Husband-and-Wife Pension benefit would be calculated:		
FACTOR	CALCULATION	AMOUNT
Fred's Regular Pension Benefit	15 Pension Credits at \$62.50 = \$937.50 10 Pension Credits at \$55.00 = \$550.00	\$1,487.50
Standard 75% Husband-and-Wife Pension reduction <i>minus</i> Reduction for Sally being 7 years younger than Fred	92% - 3.5%* (* 0.5% x 7 = 3.5%)	88.5%
Fred's total monthly benefit for life	\$1,487.50 x 88.5%	\$1,316.44
Sally's total monthly benefit if Fred should die	For the first 60 months after Fred's death (Fred earned more than 15 credits) Beginning with the 61 st month after Fred's death (\$1,316.44 x 75%)	\$1,316.44 \$987.33

To receive payment under the 75% Husband-and-Wife Option, you must be married or in a civil union at the time your benefit payment begins. If you were married or obtained a civil union within twelve months prior to retirement and you die before you were married or in a civil union for one full year, your surviving spouse or spousal equivalent will not receive the survivor's pension. See page 28 for information about survivor benefits.

Under federal regulations, you may not elect a 75% Husband-and-Wife Option if the joint annuitant is not your spouse and is substantially younger than you.

Therefore, if the difference in age between you and your spousal equivalent exceeds the federal limit, you may not be permitted to elect the 75% Husband-and-Wife Option. The Fund Office will let you know if this is the case at the time you apply for your pension benefit.

LEVEL INCOME OPTION

If you're eligible for a Regular, Early Retirement, or Service Pension, you may elect to retire with a Level Income Option. However, if you are married, this option is only available if you and your spouse have both rejected the Husband-and-Wife Options and the benefit amount payable from the Fund Office after age 62 or 65 is at least \$20.00 per month. If you are in a civil union or same-gender marriage, you do not need to obtain your spousal equivalent's consent to waive the Husband-and-Wife Options.

The Level Income Option is available to those who retire between the ages of 55 and 65 and are not receiving Social Security benefits. This option is intended to provide you with a generally level income throughout your retirement years.

If you wish to elect the Level Income Option, you must notify the Fund Office and Board of Trustees at least 12 months before you wish to retire.

If you elect this option you'll receive a higher benefit amount up to age 65 (or age 62, if you apply for Social Security benefits earlier) and a lower benefit amount thereafter, so that after age 62 or age 65, the combined payments from the Fund and from the primary Social Security benefit will be approximately the same as you received before age 62 or age 65. If you elect the Level Income Option, any Survivor Benefits payable will be coordinated with this adjusted amount. The amounts payable under this option are determined actuarially.

Before you elect to retire with a Level Income Option, you must first contact the nearest District Office of the Social Security Administration and get an estimate of the amount your benefits are going to be when you reach age 62 or age 65. It's important to keep in mind that the amount of the Social Security benefit is determined from what the Social Security Administration calls an Employee's "average monthly wage." This "average monthly wage" takes into account your earnings during a certain number of years prior to age 62 or age 65.

If you do not meet the wage earnings requirement, you may not be entitled to the maximum primary Social Security Benefit at age 65 (unreduced or reduced), or the maximum reduced benefit payable at age 62. You are urged to check with the Social Security Administration to make certain you are entitled to Social Security benefits when you reach retirement age.

Once you get an estimate of benefits from the Social Security Administration, to apply for the Level Income Option you should:

1. Contact the Fund Office to apply for the Level Income Option and provide a copy of the Social Security Estimate.
2. The Fund Office will calculate your estimated pension benefit both before and after you begin receiving Social Security benefits and send you a letter with these estimates and an acceptance form.
3. To finish the application process, you should sign the acceptance form and return it to the Fund Office.

!!IMPORTANT!
Once you elect the Level Income Option to begin at age 62 or 65, you cannot change your election later even if you decide to delay receiving your Social Security benefits to a later age.

LUMP SUM DISTRIBUTION

If the total lump sum value of your benefit is \$5,000 or less, you will receive payment in the form of a single lump sum distribution. You have the option of rolling over your lump-sum payment to an IRA or eligible retirement plan, thereby deferring payment of income taxes (and avoiding mandatory withholding, if you do a direct rollover). You will be given information concerning rollovers when you apply for your benefit.

EXPLANATION OF BENEFIT PAYMENT OPTIONS

When you apply for a benefit from the Plan, the Fund Office will provide you with information about the payment options available under the Plan. This written statement will include each of the following:

- ✧ A description of the Plan's normal and optional payment forms and the eligibility requirements for each;
- ✧ The amount your Plan benefit would be if it were paid in the normal payment form and any optional payment forms;
- ✧ A description of the financial effect of electing an optional payment form; and
- ✧ A description of the relative actuarial value of the various options available to you.

Contact the Fund Office for more information about the relative value statement.

SURVIVOR BENEFITS

BEFORE YOU RETIRE

In the event you die before you retire, your spouse or spousal equivalent will be entitled to a lifetime monthly benefit payable immediately. The amount will be equal to 75% of the amount you would have received after adjustment for the 75% Husband-and-Wife Pension, as well as any adjustment for early retirement if you were younger than age 62.

To be eligible for survivor benefits, you must have been married to your spouse or in a civil union or same-gender marriage with your spousal equivalent throughout the year immediately preceding your death.
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If You Had Earned At Least 15 Pension Credits

If at the time of your death you had earned at least 15 Pension Credits, your spouse or spousal equivalent will receive a monthly benefit for 60 months that is equal to the amount you would have received if you had retired and elected the 75% Husband-and-Wife Pension. If you die prior to age 55, the benefit will be calculated as if you were age 55 on the date of your death. After 60 monthly payments have been made, your spouse or spousal equivalent will receive 75% of that monthly amount for the remainder of his or her lifetime.

Your surviving spouse or spousal equivalent may waive this form of payment and elect one of the following forms instead:

1. A lifetime benefit as described previously, but determined as if you had retired on a 50% Husband-and-Wife Pension rather than a 75% Husband-and-Wife Pension;
2. 60 monthly payments of the amount you would have received had you retired and elected to receive payment in the form of a Single Life Annuity;
3. 120 monthly payments based on the actuarial equivalent of the 60 monthly payments described in (2) above;
4. A lifetime monthly annuity based on the actuarial equivalent of the 60 monthly payments described in (2) above.

You may designate a beneficiary to receive the balance of the 60 guaranteed payments. If you had elected either the Single Life or 120 payment options under (3) or (4) above, the aggregate payments to you and your beneficiary will not be less than the amount of the 60 guaranteed payments under (2). However, if your spouse or spousal equivalent's beneficiary dies before receiving the balance due, no more payments will be made to any other beneficiary.

If you have earned at least 15 Pension Credits and you are not married or in a civil union, your beneficiary will be paid a pension benefit of 60 monthly payments equal to the amount you would have received if you retired on the day before your death. If you had not yet attained age 55 at the time of your death, the benefit will be calculated as though you had attained age 55. If your beneficiary dies before receiving 60 monthly payments, no further payments will be made to any other beneficiary.

If You Had Not Earned At Least 15 Pension Credits

If at the time of your death you had not earned at least 15 Pension Credits, and you are not married or do not have a spousal equivalent, no benefits are payable.

If at the time of your death you were married or in a civil union or same gender marriage throughout the year immediately preceding your death, your spouse or spousal equivalent will receive a monthly lifetime benefit equal to the amount he or she would have received had you retired on the 75% Husband-and-Wife Pension and died the next day. Your monthly benefit will be reduced for early retirement and for payment in the form of the 75% Husband-and-Wife Pension, and your spouse or spousal equivalent will receive 75% of that amount for the remainder of his or her life. If you die prior to age 55, the benefit reduced for early retirement will be further reduced by 1/6% for each month that you would have been younger than age 55 at the time payments begin to your spouse or spousal equivalent.

Your spouse or spousal equivalent may waive this form of payment and elect instead to receive the amount he or she would have received had you elected the 50% Husband-and-Wife Pension instead of the 75% Husband-and-Wife Pension. Reductions for early retirement as described above will also apply.

If you are married, your spouse may elect to delay payment of the surviving spouse benefit, but payment must begin no later than the later of:

- ✧ December 31st of the year following the year of your death, or
- ✧ December 31st of the year you would have reached age 70½.

If you are in a civil union or same-gender marriage, your spousal equivalent may elect to delay payment of the surviving spouse benefit, but payment must begin no later than December 31st of the year following the year of your death.

If your spouse or spousal equivalent elects to delay payment, the amount of the surviving spouse benefit will be determined as though you had died on the date your spouse or spousal equivalent elects to begin receiving benefits.

AFTER YOU RETIRE

If you are single or do not have an eligible spouse or spousal equivalent and are receiving a Regular, Early or Service Pension, you may designate a beneficiary to receive a 60-month Guaranteed Pension. Upon your death, benefits will be paid to your beneficiary for a maximum of 60 months or until the beneficiary dies. The monthly benefit amount will be equal to the benefit you were receiving at the time of your death.

This benefit is available if you retire on any pension other than a Vested Pension, Partial Pension, or Disability Pension (with less than 15 Pension Credits).

If you are married or in a civil union when you die and a Husband-and-Wife Option **is not in force**, your spouse or spousal equivalent may choose to receive a monthly benefit (the same monthly amount that you were receiving) for 60 months or until his or her death if it occurs earlier. Your spouse or spousal equivalent can elect to designate a beneficiary in case he or she dies before 60 payments have been made.

Your spouse or spousal equivalent may elect to have this 60-month benefit actuarially reduced and paid over his or her lifetime or for a period of up to 120 months. If your spouse or spousal equivalent chooses one of these options and dies before receiving payments that total an amount equal to the 60 guaranteed payments, the balance of that amount will be paid to your spouse or spousal equivalent's designated beneficiary.

If your spouse or spousal equivalent's beneficiary dies before receiving the balance due, no more payments will be made to any other beneficiary.

If you are married or in a civil union when you die and a Husband-and-Wife Option **is in force**, your spouse or spousal equivalent will receive a monthly benefit based on the option you chose.

MORTGAGE ASSISTANCE PROGRAM

As a participant in the Heavy and General Laborers' Local Union 472 and Local Union 172 Pension Fund, you may qualify for assistance in purchasing a home. The loan interest rate will be based upon the 30-year Treasury Bill Rate on the date your loan is approved. Depending on the economy, this may be a lower rate than most other residential loan rates. In addition, you will not be charged points on your loan.

You are eligible to participate in the Mortgage Assistance Program if you:

- ✧ Have a minimum of five Pension Credits with the Fund and are currently employed in the heavy construction industry;
- or**
- ✧ Are retired with current benefits in an Early Retirement, Service, Regular, Disability or Vested Pension; and
- ✧ Apply to the Pension Fund's mortgage service provider and are approved according to the credit requirements they normally specify for a mortgage; and
- ✧ Made a minimum cash down payment on the house of 20% of the purchase price; and
- ✧ Do not borrow more than the maximum of \$350,000; and
- ✧ Live in the house as your primary residence. (If the house is two-family, you must live in one of the two units. Housing for more than two families is not eligible.)

If you have questions about the Mortgage Assistance Program, contact the Heavy and General Laborers' Group Legal Services at 973-344-1144. They may also be able to help you with legal services needed at various stages of purchasing a home.

PREPARING FOR RETIREMENT

FILING AN APPLICATION FOR BENEFITS

To apply for your pension benefits, you must file a written application with the Board of Trustees. While the rules require pension applications to be filed simply in advance of the effective date, you are urged to file as soon as you decide on your intended retirement date.

The Fund Office must have your current address on file at all times. This helps ensure you receive important correspondence and your pension checks on time.
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This will help ensure your benefit payments are not delayed. Application forms are available from the Fund Office.

Note that applications for a Level Income Option must be filed at least 12 months prior to the date you want this option to go into effect. Early filing will avoid delay in the processing of your application and payment of benefits. For more information, see page 25.

To receive benefits, you must file an application form with the Fund Office. If your application is denied, you may appeal the decision. (See page 34 for more information.)

You should receive a decision on your claim for benefits within 90 days after receipt of your application. In special situations, the Trustees may need an extension (up to another 90 days) to process your application. In that case, you will be notified of the reasons for the delay and the date you can expect to receive a decision. If you don't hear from the Trustees within this time, you should contact the Fund Office.

You (and your spouse or spousal equivalent, if you're married or in a civil union) will receive important information about the amount of your benefit and how it will be paid. If you are married, you can change your payment option any time before payments begin if your spouse consents to the change in writing in the presence of a notary public or a Plan representative. If you are in a civil union or same-gender marriage, you do not need to obtain your spousal equivalent's consent to change your payment option. Once you elect a payment option and your pension payments begin, you cannot change your form of payment. Your decision is final and irrevocable.

!!IMPORTANT!
Once you elect a payment option and your pension payments begin, you cannot change your form of payment. Your decision is final and irrevocable.

Once your application is approved by the Trustees, your pension payments will begin on the first day of the month in which you are eligible. However, you must come in to sign your application papers between the 1st and 15th of the month before payments are to begin. Otherwise, payments may be delayed one month.

Benefits cannot be sold, assigned or pledged to anyone, nor used as a security for a loan.

Pension benefits are not subject to attachment or execution under any judgment or decree of a court or otherwise, except in the following cases:

- ✧ If you have been divorced, a court may issue a Qualified Domestic Relations Order (QDRO) that entitles your former spouse to a portion of your benefits.
- ✧ If the Internal Revenue Service (IRS) issues a levy for non-payment of taxes, it may put a lien on your pension benefits.

IF YOUR APPLICATION IS DENIED

If your application for benefits is denied, in whole or in part, the Fund Manager must provide you with a written notice of the denial within 90 days of receiving your written claim for benefits. Special circumstances may require up to an additional 90 days, in which case you will receive written notice of the extension before the end of the initial 90-day period and the date when a decision will be made.

If your claim for benefits is for a disability pension, the Fund Manager will make a decision about your application within 45 days of receiving it. This 45-day time period may be extended twice for up to 30 days under special circumstances. If an extension is needed, written notification will be provided of the special circumstances requiring an extension and the date by which a final decision is expected to be made, before the 30-day period ends (for the first extension) and before the 30-day period ends (for the second extension).

If an extension is required because of failure to provide necessary information, the period for making the benefit determination will be counted from the date on which the notification of the extension is sent to the claimant until the date when the claimant responds to the additional information.

The notice of denial will describe the specific reason(s) for the denial; the Plan provisions on which the denial is based; any additional information or material that you need to provide in order to support your application and an explanation of why it is necessary; the Plan's review procedures; and, a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review. In addition, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on a claim for disability benefits, the notice will include either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request.

Right to an Authorized Representative: You can appoint an authorized representative to act on your behalf in filing a claim and seeking a review of a denied claim. However, you must notify the Fund Manager in advance in writing of the name, address, and phone number of your authorized representative.

Review of Documents: Upon request and free of charge, you or your authorized representative will be allowed to review relevant documents and submit issues and comments to the Fund Manager in writing. A document, record or other information is "relevant" and is required to be made available to you only if it was relied upon by the Fund Manager in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination; and demonstrates compliance with the Plan's administrative processes and safeguards required under federal law.

APPEALING A DENIAL OF BENEFITS

Within 60 days after receiving a notice of denial (or within 180 days in the case of the denial of a claim for disability benefits), you or your authorized representative may request the Board of Trustees to review the denial.

A petition for review must be in writing and must state, in clear and concise terms, the reason(s) for disputing the denial, and be accompanied by any pertinent or relevant document or material not already furnished to the Fund, and must be filed by the you or your authorized representative with the Fund Manager within 60 days after you receive notice of the initial denial. The Fund Manager will present all petitions for review to the Board of Trustees or the subcommittee appointed by the Board of Trustees.

Failure to file a petition for review of the denial within the 60- or 180- day period will constitute a waiver of your right to a review of the denial. However, the Board of Trustees may relieve a claimant of any such waiver for good cause shown, provided application for relief is made within one year after the date shown on the notice of denial.

Important: You must submit any written proof or documentation you have in your written appeal to the Trustees *if* you are applying for benefits for covered employment that is not included in the Fund Office's records of your employment history.

Review of Appeal: The Board of Trustees will make their decision on review of the appeal no later than the next meeting of the Board that immediately follows their receipt of the appeal. If the appeal of the denied claim is received within 30 days before the date of the next regularly scheduled Board meeting, the decision may be made no later than the date of the second meeting following their receipt of the appeal. If special circumstances require an extension of time, written notification will be provided of such extension and the Board of Trustees will make their decision at the following meeting but in no case later than the third regularly scheduled meeting. Written notice of the decision will be provided as soon as possible but no later than five days after a final decision is made.

In the case of disability benefits, such decision on review of the denial will be made promptly and not more than 45 days after the Fund's receipt of the petition for review. If special circumstances require an extension of time for processing the review, notice of such extension will be furnished to the petitioner before the expiration of the 45-day period. A decision will then be made as soon as possible, but not later than 90 days after the receipt of the petition for review.

In reviewing a denial of disability benefits that is based in whole or in part on medical judgment, the Board of Trustees or the subcommittee appointed by the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional engaged for purposes of a consultation will be an individual who is neither an individual who was consulted in connection with the adverse determination that is the subject of the appeal, nor the subordinate of any such individual. Upon request, the claimant will be provided with the names of the medical or vocational experts, if any, who gave advice to the Trustees in making the determination on the claim, regardless of whether their advice was relied upon in making the determination. The notice will include specific reasons for the decision, and will cite the Plan provisions on which the decision is based.

The notice will also include a statement indicating that you or your authorized representative are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits and a statement explaining your right to bring a civil lawsuit under ERISA following an adverse benefit determination upon your appeal. With respect to denials of disability benefits, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, the notice will include either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol or similar criterion will be provided free of charge to the claimant upon request.

If the Board of Trustees rules in your favor on the appeal, this ruling will be binding and conclusive. If the Board of Trustees rules against your appeal, the ruling will also be binding and conclusive unless you start legal proceedings challenging the Board's ruling.

HOW BENEFITS CAN BE DELAYED

There are certain situations under which benefits can be reduced, delayed or lost. Most of these circumstances are spelled out in the previous sections, but your benefits will also be affected in the following situations:

- ✧ You or your beneficiary do not file a claim for benefits properly or on time.
- ✧ You or your beneficiary do not furnish the information required to complete or verify a claim.

- ✧ You or your beneficiary do not have your current address on file with the Fund Office.
- ✧ If divorced, your ex-spouse does not promptly arrange to have a Qualified Domestic Relations Order (QDRO) filed with the Fund Office.

ASSIGNMENT OF BENEFITS

Benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned or pledged to anyone; nor are benefits subject in any manner to anticipation, alienation, encumbrance or charge. However, the Plan will comply with a Qualified Domestic Relations Order (QDRO) that gives someone else a right to a portion of your pension or any offset permitted under Section 401(a)(13) of the Internal Revenue Code.

Qualified Domestic Relations Orders (QDRO). A QDRO is a court order or judgment that directs the Plan to pay benefits to your spouse, former spouse, child or other dependent in connection with child support, alimony, or marital property rights.

In addition, until the Plan has complied with the terms of the QDRO, the Board of Trustees may restrict the pension benefits that are payable to you. These restrictions could also apply during any period when the Board of Trustees is determining whether a written order satisfies the QDRO requirements in the Internal Revenue Code.

You will be notified if the Plan ever receives a proposed QDRO with respect to your pension. For more information on QDROs, or to receive a free copy of the procedures the Trustees follow in determining whether an order is qualified, contact the Fund Office.

Offsets under Section 401(a)(13) of the Internal Revenue Code. Offsets permitted under this section of the Internal Revenue Code generally involve convictions, judgments, settlements and similar dispositions entered on or after August 5, 1997 of breaches or alleged breaches of fiduciary duties against the Plan under the Employee Retirement Income Security Act of 1974 (“ERISA”).

An offset can be valid with respect to a married participant’s benefits only if one of the following conditions is satisfied:

- ✧ Written spousal consent is obtained;

- ✧ The spouse is required by judgment, order, decree or agreement to pay the Plan any amount; or
- ✧ A judgment, order, decree or agreement provides that the spouse will be entitled to a survivor annuity equal to 50% of the benefit accrued by the participant on the offset date.

COMPLIANCE WITH FEDERAL LAW

The Plan is governed by regulations and rulings of the Internal Revenue Service and the Department of Labor, and current federal tax law. The Plan will always be construed to comply with these regulations, rulings and laws. Generally, federal law takes precedence over state law.

RECOVERY OF OVERPAYMENT

If you or your beneficiary are overpaid or otherwise paid in error, you must return the overpayment. The Board of Trustees will have the right to recover any benefit payments made that were based on false or fraudulent statements, information or proof submitted, as well as any benefit payments made in error. Amounts recovered may include interest and costs.

In the event you are overpaid, the Fund Office will request a refund or the overpayment will be deducted from future benefits. If the refund is not received, the amount of the overpayment will be deducted from future benefits, or a lawsuit may be initiated to recover the overpayment. If any participant or beneficiary is ordered by a court or the Department of Labor to repay any amount to the plan based on a violation of ERISA's fiduciary rules, the Plan may recover that amount by reducing benefits payable to that person in the future.

YOUR DISCLOSURES TO THE PLAN

If you provide false information to the Plan or commit fraud, you may be required to indemnify and repay the Plan for any losses or damages caused by your false statements or fraudulent actions. (Some examples of fraud include altering a check and knowingly cashing a voided check.) In addition, if the Plan makes payments as a result of false statements or fraudulent actions, the Fund Office may elect to pursue the matter by pressing criminal charges.

PLAN INFORMATION

OFFICIAL PLAN NAME

Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Pension Fund.

EMPLOYER IDENTIFICATION NUMBER

The Employer Identification Number is 22-6032103.

PLAN NUMBER

The Plan number is 001.

PLAN YEAR

April 1 to the following March 31.

TYPE OF PLAN

The Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Pension Fund is a defined benefit plan administered by a Joint Board of Trustees composed of five Union and five Employer representatives.

PLAN ADMINISTRATOR

The name and address of the Plan Administrator is:

The Board of Trustees of the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Pension Fund
700 Raymond Boulevard
Newark, NJ 07105
Telephone: 973-589-5050
Facsimile: 973-589-0210

PLAN ADMINISTRATION

The Fund is administered in accordance with Collective Bargaining Agreements and the Trust Agreement entered into with various Employers in the heavy and general laborers industry by the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey. These Collective Bargaining Agreements require that the Employers contribute to the Fund on behalf of each covered Employee at the fixed rates per straight hour paid specified in the particular Collective Bargaining Agreement.

A copy of any Collective Bargaining Agreement requiring Employer contributions to the Pension Fund can be obtained upon written request to the Plan Administrator and may be examined at the Fund Office. Participants or beneficiaries can request, in writing, a copy of these agreements.

FUNDING MEDIUM AND BENEFITS

Benefits are provided from the Fund's assets accumulated under the provisions of the Collective Bargaining Agreement and the Trust Agreement. They are held in a Trust Fund for the purpose of providing benefits to covered Participants and defraying reasonable administrative expenses.

PARTICIPATING EMPLOYERS

The Fund Office will provide, upon written request, the information as to whether a particular Employer is contributing to this Fund on behalf of Employees working under a Collective Bargaining Agreement.

AGENT FOR SERVICE OF LEGAL PROCESS

Agent for service of legal process is the Board of Trustees. Service of legal process may also be made upon a Plan Trustee or the Plan Administrator at 700 Raymond Boulevard, Newark, NJ 07105.

PLAN ADMINISTRATOR'S AUTHORITY

The Board of Trustees, as the Plan Administrator of the Pension Fund's benefit programs, has full discretion and authority to make the final decision regarding all areas of Plan interpretation and administration, including eligibility for benefits, the level of benefits provided, or interpretation of Plan language (including this summary plan description) or administrative procedures. The decision of the Plan Administrator is final and binding on all individuals dealing with or claiming benefits under the Pension Fund, and if challenged in court, the Fund intends for the Plan Administrator's decision to be upheld, unless found by a court of competent authority to be arbitrary and capricious. No participating Employer, employer organization or labor organization, or any individual employed thereby, has authority to answer questions on behalf of the Fund and the Plan. Refer all inquiries to the Plan Administrator.

PLAN TERMINATION OR AMENDMENT

The Board of Trustees intends to continue the benefit programs described in this Guide indefinitely. Nevertheless, it reserves the right, subject to the provisions of any pertinent Collective Bargaining Agreement, to terminate or amend any or all of the Fund's benefit programs in whole or in part at any time in the future. If any questions concerning eligibility for benefits arise, the Trustees have sole and exclusive authority to resolve the issue. The Trustees' decisions are final and binding. The Plan may be terminated by the Board of Trustees when there is no longer in effect an agreement between an employer and the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey requiring payment to the Fund. Upon termination of the Fund's benefit programs, the Board of Trustees will apply the monies of the Fund to provide benefits or otherwise to carry out the purposes of the Fund in an equitable manner until all of the remaining assets of the Fund have been disbursed.

RIGHTS AND RESPONSIBILITIES

Services for the Fund's benefit programs are provided in accordance with the provisions of the benefit programs out of a Trust Fund, which is used solely for that purpose. Any questions or problems as to benefits or benefit payments, are directed to the Trustees who administer the Plan or the Fund Office personnel who are authorized to act on behalf of the Trustees.

PLAN TERMINATION INSURANCE

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

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

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

The PBGC guarantee generally covers:

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

The PBGC guarantee generally does not cover:

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

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

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street, NW
Suite 930
Washington, DC 20005-4026

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

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

As a participant in the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to the following rights.

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

You have the right to:

- ✧ Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan. These include insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- ✧ Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- ✧ Receive a summary of the Plan's annual funding status. The Plan Administrator is required by law to furnish each participant with a copy of this Annual Funding Notice.
- ✧ Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

ENFORCE YOUR RIGHTS

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order 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 the Plan, you should contact the Fund Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA's publications hotline. You may also find answers to your Plan questions on EBSA's website at **www.dol.gov/ebsa**.