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## **Midwest Pension Plan**

**Summary Plan Description – 2013 Edition**

**Midwest Pension Plan**

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*This Summary Plan Description (SPD) is a brief explanation of the Plan provisions as of January 1, 2013. This SPD should not be taken as an interpretation, extension, or any kind of change in the official Midwest Pension Plan itself. Your rights as a Plan Participant are governed by the official Plan Document. If any part of this SPD is inconsistent with the terms of the Plan, the actual Plan will govern. This SPD replaces and supersedes the prior SPD for Plan participants who have not retired or otherwise terminated Covered Employment before January 1, 2013.*

*No individual or person may act as an agent for the Midwest Pension Plan unless specifically authorized in writing by the Trustees. No Employer or Union, nor representative of any Employer or Union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees. Only the Fund Administrator, as designated by the Trustees, and the Trustees are authorized to interpret this Plan within the scope of their respective authorities.*

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# Eligibility and Participation

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## When Participation Begins

You automatically become a Participant in the Plan at the time an Employer is required to make contributions on your behalf under a Collective Bargaining Agreement.

## Earning Plan Service

There are two types of service that can be earned under the Plan:

- Credited Service, which is used to determine your benefit; and
- Vesting Service, which is used to determine your eligibility for some benefits.

**Please note that service not counted under the Prior Plan will not be counted under this Plan.**

## Credited Service

Credited Service under the Plan, which is limited to a maximum of 35 years, includes both Credited Future Service and Credited Past Service:

- Credited Future Service is your credit for work in Covered Employment *after* the date your Employer began to contributing to the Plan. You earn Credited Future Service for any Plan Year during which you are a Participant in the Plan and are working in Covered Employment, as follows:

### Hours of Service in Covered Employment During Plan Year

Hours of Service in Covered Employment During Plan Year	Service Credit
1,710 or more	1.0
1,530 but less than 1,710	0.9
1,350 but less than 1,530	0.8
1,170 but less than 1,350	0.7
1,000 but less than 1,170	0.6
Less than 1,000	0.0

- Credited Past Service is your credit for your years of service earned for work in a covered classification for your Employer *before* the date your Employer first began contributing to the Plan. No Credited Past Service is given if you do not complete five years of Credited Future Service after you begin participating in the Plan. As of January 1, 2005, the Plan limited the amount of Credited Past Service a Participant may be credited with to a maximum of 10 years. As of June 1, 2012, the Plan ceased providing Credited Past Service.

Please note that no Credited Service, Past or Future, will be given during any period that you:

- Are not in a job classification covered by the terms of the Collective Bargaining Agreement; or
- Work after having retired under this Plan.

## Vesting Service

You earn one year of Vesting Service for each Plan Year during which you complete 1,000 or more Hours of Service in Covered Employment. Once you have at least five years of Vesting Service, you are considered Vested.

## Breaks in Service

You incur a one-year break in service for any Plan Year in which you do not have at least 500 Hours of Service in Covered Employment. How a break in service affects your Plan participation depends on whether or not you are vested. If you incur a break in service:

- **Before you are Vested**, you may lose any service you earned before the break in service if you have five consecutive one-year breaks in service years. If you return to Covered Employment after you have five consecutive one-year breaks in service, you will be treated as a new participant. However, if you return to Covered Employment before you have five consecutive one-year breaks in service, you will be treated as a continuing participant and you will not lose the service you earned before your one-year breaks in service.
- **After you are Vested**, you will not lose any service. If you return to Covered Employment, your pre-break and post-break service will be added together for Plan purposes. However, if any lump sum amount was paid to you after a break and you do not repay the amount received (plus interest) within two years of returning to Covered Employment, you will not be entitled to any benefit due to your pre-break service.

### **Break in Service Exceptions**

Certain non-work periods will not be counted in determining a break in service:

- **Military Service:** Under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), you may receive Credited Service when you serve in any of the uniformed services of the United States and then return to work.

To receive Credited Service, you must be actively engaged in Covered Employment immediately before entering military service and, generally, you must return to Covered Employment within 90 days after your military discharge (shorter time periods apply for shorter terms of military service). Please be aware that the Plan is not required to grant pension credits for all military service.

If you are absent from Covered Employment because of military service and are entitled to reemployment rights under USERRA, when you return to Covered Employment:

- ◆ You will not be treated as having incurred any type of break in service due to your service in the military; and
- ◆ Your employer will be required to make all Employer contributions as if you had not left Covered Employment; contributions based on what you would have earned had you not been in military service .

If your Employer reemploys you pursuant to USERRA, it should provide written notice of reemployment to the Plan within 30 days after the date of reemployment. You should notify the reemploying Employer and the Plan that you have been reemployed pursuant to USERRA. You will need to provide the Plan with a copy of DD Form 214, Certificate of Release or Discharge from Active Duty (or other acceptable military records) to verify the dates of your active duty.

Beginning January 1, 2007, if you die while performing qualified military service, you will be treated as having resumed Covered Employment on the day before your death, and then terminated as a result of your death.

These provisions apply whether you are reemployed by the pre-military service Employer or by a different Employer contributing to the Plan.

The Board of Trustees will provide benefits under this section according to the provisions of USERRA. For more information about what types of military service are covered, what type of notice you must provide to the Plan, what time limits apply to your service, and what effect your service will have on your benefit earned, please contact the Fund Office.

- **Maternity/Paternity and Family and Medical Leave:** You will not incur a break in service for an absence from work due to leave under the Family and Medical Leave Act (FMLA), including pregnancy, giving birth, adoption of a child, or caring for a child immediately following the child's birth or placement for adoption. Moreover, the period for which you are absent from work (and for which you normally would have been credited but for the absence) due to any of the above reasons will be counted toward one year of Credited Service, provided that each Hour of Service is credited only in the year in which the absence begins, or in the following year if the credit is necessary to prevent a break in service. You may be required to present a satisfactory certification that the leave was taken for a permitted purpose.

## **Termination of Participation**

Your participation in the Plan will automatically end:

- In the event of your death;
- If you have a break in service for more than five years before you complete five years of Credited Future Service and before you qualify for any benefit under the Plan; or
- If you receive any benefit under the Plan (other than a monthly Total and Permanent Disability Pension).

## **Termination of Service**

Termination of service will occur when you resign, are discharged by an Employer, no longer work in Covered Employment, or are considered terminated following a break in seniority as described in the Collective Bargaining Agreement.

# Benefit Calculation

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Here is how a monthly accrued benefit is calculated as of a specific computation date:

$$\begin{array}{r} \text{Years of Credited Service (up to a maximum of 35 years)} \\ \times \text{ Your Monthly Employer Contribution Rate} \\ \times \text{ Applicable Benefit Formula Rate} \\ \hline \text{Monthly Accrued Benefit} \end{array}$$

**Computation Date**  
The date as of which your accrued benefit is determined. This is 30 days from the completed application process and the first of the following month.

- **Years of Credited Service:** Your years of Credited Service are limited to a maximum of 35 years. If you have more than 35 years of Credited Service, the 35 years resulting in the highest benefit are counted.
- **Monthly Employer Contribution Rate and Applicable Benefit Formula Rate:** Your benefit amount depends on the period during which you earned Credited Service and monthly Employer contribution rate as described below:
  - ◆ On and after June 1, 2012, the your benefit is your accrued benefit as of January 1, 2010, plus 0.0500 times the first \$40.00 of the monthly Employer contribution rate paid on your behalf by your Employer, plus .2000 times the amount of the monthly Employer contribution rate in excess of \$40.00 paid on your behalf by your Employer for each period of Credited Service earned on and after June 1, 2012;
  - ◆ For Credited Service earned on and after January 1, 2010 and prior to June 1, 2012, your benefit was temporarily frozen at the levels in effect at the end of 2009. Therefore, your benefit is 0.2900 times the monthly Employer contribution rate paid on your behalf by your Employer for at least six consecutive months prior to January 1, 2010, multiplied by your years of Credited Service prior to January 1, 2010;  
Benefits payable prior to January 1, 2010 were determined as follows:
    - ◆ January 1, 1999 but before January 1, 2010, your benefit is 0.2900 times the monthly Employer contribution rate paid on your behalf by your Employer for at least six consecutive months immediately before your computation date multiplied by your years of Credited Service;
    - ◆ July 1, 1985, but before January 1, 1999, your benefit is 0.2772 times the monthly Employer contribution rate paid on your behalf by your Employer for at least six consecutive months immediately before your computation date multiplied by your years of Credited Service;
    - ◆ July 1, 1983, but before July 1, 1985, your benefit is 0.2772 times the monthly Employer contribution rate paid on your behalf by your Employer immediately before your computation date multiplied by your years of Credited Service; or,
    - ◆ July 1, 1967, but before July 1, 1983, your benefit is 0.2310 times the monthly Employer contribution rate paid on your behalf by your Employer immediately before your computation date multiplied by your years of Credited Service.

If you leave Covered Employment and then return to Covered Employment, the benefit for the specific period of reemployment that is determined at any later computation date will be separate from any benefit previously calculated.

The amount of your monthly accrued benefit may be reduced depending on type of benefit you are eligible to receive and the form of payment in which you receive your benefit, as described in the following sections.

# Types of Benefits

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## Normal Retirement Pension

A Normal Retirement Pension is available as of your normal retirement date. Your normal retirement date is the first day of the month following the later of:

- Your 65<sup>th</sup> birthday, provided you have completed at least
  - ◆ 5 years of Vesting Service if you left Covered Employment after January 1, 1998, or
  - ◆ 10 years of Vesting Service if you left Covered Employment prior to January 1, 1998; or
- Your fifth year of participation in the Plan.

Your Normal Retirement Pension is your monthly accrued benefit; this amount may be reduced depending on the form of payment you elect (see page 10).

### Example 1

Chris had 20 years of Credited Service at the end of 2009 and a contribution rate of \$40. The monthly contribution rate paid on her behalf by her Employer as of June 1, 2012 is \$45. If Chris earned 0.7 years of Credited Service for the period from June 1, 2012 through December 31, 2012, her accrued benefit at the end of 2012 is calculated as follows:

Years of Credited Service at the end of 2009	20
Monthly Employer contribution rate	\$40
Applicable benefit formula rate	<u><math>\times 0.2900</math></u>
Monthly accrued benefit at the end of 2009	\$232.00
Years of Credited Service Earned in 2012	0.7
Monthly Employer contribution rate	\$45
Monthly Employer contribution rate in excess of \$40	\$5
Applicable benefit formula rate for first \$40:	$\$40 \times 0.0500 \times 0.7 = \$1.40$
Applicable benefit formula rate for amount in excess of \$40:	$\$5 \times 0.2000 \times 0.7 = \$0.70$
Total benefit earned for 2012:	$\$1.40 + \$0.70 = \$2.10$
Monthly accrued benefit as of January 1, 2010	\$232.00
Monthly accrued benefit after June 1, 2012	\$ 2.10
Total accrued benefit as of January 1, 2013	\$234.10

If Chris receives her benefit in the form of a Single Life Pension with 60 months guaranteed, her Normal Retirement Pension will be \$234.10 per month.



## Example 2

If Chris' employer increases the contribution rate for 2013 to \$50 and Chris earns one year of Credited Service in 2013, her accrued benefit at the end of 2013 is calculated as follows:

Years of Credited Service Earned in 2013	1.0	
Monthly Employer contribution rate	\$50	
Monthly Employer contribution rate in excess of \$40	\$10	
Applicable benefit formula rate for first \$40:	$\$40 \times 0.0500 \times 1.0 = \$2.00$	
Applicable benefit formula rate for amount in excess of \$40:	$\$10 \times 0.2000 \times 1.0 = \$2.00$	
Total benefit earned for 2013:		$\$2.00 + \$2.00 = \$4.00$
Monthly accrued benefit as of January 1, 2013:		\$234.10
Total accrued benefit as of January 1, 2014		\$238.10

If Chris receives her benefit in the form of a Single Life Pension with 60 months guaranteed, her Normal Retirement Pension will be \$238.10 per month.

## Early Retirement Pension

An Early Retirement Pension is available as early as age 55 if you have at least five years of Vesting Service.

Your Early Retirement Pension is your monthly accrued benefit as of your early retirement date based on the Plan provisions in effect as of that date, reduced by a specific factor. The amount of this reduction factor depends on how many years of Vesting Service you have, as shown below:

Years of Vesting Service	Early Retirement Reduction Factor
5 or more but less than 10	1/2% for each month you are younger than 65
10 or more	1/3% for each month you are younger than 65

## Example

Dale has 9 years of Vesting Service and decides to retire at age 58 years, 4 months. Dale's Normal Retirement Pension at age 65 is \$105:

Months younger than age 65	80
Early retirement reduction factor (based on more than 5, but less than 10 years of Vesting Service)	$\times \frac{1}{2}\%$
Benefit reduction percentage	40%
Normal Retirement Pension	$\times \$105$
Early retirement reduction amount	\$42
Normal Retirement Pension	\$105
Early retirement reduction amount	$-\$42$
Early Retirement Pension	\$63

If Dale receives his benefit in the form of a Single Life Pension, his Early Retirement Pension will be \$63 per month.

### Example

Pat has 15 years of Vesting Service and decides to retire at exactly age 57 years. Pat's Normal Retirement Pension at age 65 is \$175:

Months younger than age 65	96
Early retirement reduction factor (based on more than 10 years of Vesting Service)	<u>x 1/3%</u>
Benefit reduction percentage	32%
Normal Retirement Pension	<u>x \$175</u>
Early retirement reduction amount	\$56
Normal Retirement Pension	\$175
Early retirement reduction amount	<u>- \$56</u>
Early Retirement Pension	\$119

If Pat receives her benefit in the form of a Single Life Pension, her Early Retirement Pension will be \$119 per month.

### Late Retirement Pension

You can continue to work after your normal retirement date and retire on any later date your employment ends.

Your Late Retirement Pension is your monthly accrued benefit as of your late retirement date based on the Plan provisions in effect as of that date; this amount may be reduced depending on the form of payment you elect (see page 10).

If you are not in Covered or Prohibited Employment and you elect to begin receiving your pension after your normal retirement date, your benefit will be actuarially increased to take into consideration missed payments from your normal retirement date to the date your payments are scheduled to begin. The actuarial increase is 1% per month for the first 60 months after age 65 and 1.5% per month for each month thereafter.

### Example

Pat has 15 years of Vesting Service and decides to retire at exactly age 69 years. Pat's Normal Retirement Pension at age 65 is \$175:

Months older than age 65	48
Late retirement increase factor (based on more than 10 years of Vesting Service)	<u>x 1%</u>
Benefit increase percentage	48%
Normal Retirement Pension	<u>x \$175</u>
Late retirement increase amount	\$84
Normal Retirement Pension	\$175
Late retirement increase amount	<u>+ \$84</u>
Late Retirement Pension	\$259

If Pat receives her benefit in the form of a Single Life Pension, her Late Retirement Pension will be \$259 per month.

### Total and Permanent Disability Pension

You will be entitled to a Total and Permanent Disability Pension if:

- Your disability occurs before your termination of service;
- You have at least 15 years of Vesting Service;
- Your disability continues for at least 26 consecutive weeks after your service ends due to the disability; **and**
- Your disability results from sickness or injury to the extent that you are completely prevented from performing the normal and customary activities and duties of your occupation or any related or similar occupation.

To show satisfactory proof of disability, you will be required to furnish a letter from the Social Security Administration stating that you are entitled to a disability benefit from the Social Security Administration *and* a certification of your

disability from your doctor on a form supplied by the Fund Administrator. In addition, the Fund Administrator may require, in its sole discretion, that you submit to a physical or mental examination and may require you to furnish additional proof as deemed appropriate, including periodic examinations.

Once you are determined to be totally and permanently disabled, payments will begin on the first day of the month after you furnish the physician certification of disability. Total and Permanent Disability Pension payments will continue through the first day of the month before the earliest of:

- Your date of death;
- The date the Fund Administrator determines that you are no longer totally and permanently disabled;
- The date the Midwest Pension Plan ends; or
- Your 65<sup>th</sup> birthday.

You must provide physician certification of continuous disability on an annual basis, when requested by the Fund Administrator. Your benefits will be suspended if the certification is not received within 90 days of the request. If the certification is provided at a later date, payments will be resumed; however, retroactive payments will only be provided for 90 days preceding the new payment date.

A Total and Permanent Disability Pension is equal to your monthly accrued benefit paid as a Single Life Pension as of the date the disability is determined to be total and permanent, based on the Plan provisions in effect as of that date.

If Total and Permanent Disability Pension payments end due to your death, your surviving Eligible Spouse will receive monthly payments beginning on the first day of the later of the month following your death or your 55<sup>th</sup> birthday. Monthly payments will continue to your Eligible Spouse until the date of his or her death. Your Eligible Spouse's monthly payment will be 50% of the amount you would have received as a 50% Joint and Survivor Pension as of the later of the date of your death or your 55<sup>th</sup> birthday.

If Total and Permanent Disability Pension payments end because you reach age 65 and you have an Eligible Spouse, your monthly payments will be converted to a 50% Joint and Survivor Pension or a 75% Joint and Survivor Pension (effective with retirements after January 1, 2009), depending on what you elect. Under the 50% Joint and Survivor form of payment, your spouse will receive 50% of the benefit you were receiving in the event you die before your spouse; under the 75% Joint and Survivor form of payment, your surviving spouse will receive 75% of the benefit you were receiving. Payments under the 50% and 75% Joint and Survivor Pensions at age 65 will be lower to provide the possibility of payments to your spouse in the event of your death.

If Total and Permanent Disability Pension payments end because you reach age 65 and you do not have an Eligible Spouse, or if you elect not to have your benefit paid as a 50% or 75% Joint and Survivor Pension, monthly payments will continue as a Normal Retirement Pension paid in the Single Life Pension form of payment. If you are married, your Eligible Spouse must consent to and acknowledge the effect of the election. Your spouse's consent must be witnessed by a designated Fund employee or notary public.

## Termination Pension

You are entitled to a Termination Pension (also referred to as a Deferred Vested Pension) if:

- You are a Participant in the Plan;
- Your service ends for reasons other than death or disability;
- Your service ends before you are eligible for a pension benefit; **and**
- You have five or more years of Vesting Service.

Your Termination Pension is your monthly accrued benefit as of your termination of service date based on the Plan provisions in effect as of that date; this amount may be reduced depending on the form of payment you elect (see page 10). Generally, Termination Pension payments are not paid until the first day of the month following your 65<sup>th</sup> birthday.

However, you may choose to begin receiving payments as early as age 55. If you choose to begin receiving payments before age 65, your benefit will be reduced for early retirement because you will receive payments over a longer period. Your Termination Pension before age 65 is your monthly accrued benefit as of your termination of service date based on the Plan provisions in effect as of that date, reduced by the early retirement factors (see page 6).

**Example**

*Cruz left Covered Employment at age 50 in 2007 with 18 years of Vesting Service and 15 years of Credited Future Service. Her Employer was contributing at a rate of \$40 per month on her behalf for at least six consecutive months before she left Covered Employment.*

*Cruz, who is not married, applies for a Termination Pension in 2017 when she turns 60. Her Termination Pension will be calculated as follows:*

<i>Years of Credited Future Service</i>	15
<i>Monthly Employer contribution rate</i>	\$40
<i>Applicable benefit formula rate as of termination date</i>	<u>x 0.2900</u>
<i>Monthly accrued benefit</i>	<u>\$174</u>
<i>Months younger than age 65</i>	60
<i>Early termination reduction factor (based on more than 10 years of Vesting Service)</i>	<u>x 1/3%</u>
<i>Benefit reduction percentage</i>	20%
<i>Monthly accrued benefit</i>	<u>x \$174</u>
<i>Early termination reduction amount</i>	<u>\$34.80</u>
<i>Monthly accrued benefit</i>	\$174
<i>Early termination reduction amount</i>	<u>- \$34.80</u>
<i>Termination Pension</i>	<u>\$139.20</u>

*If Cruz receives her benefit in the form of a Single Life Pension, her Termination Pension paid at age 60 will be \$139.20 per month.*

**Required Beginning Date**

Although you are not required to start receiving your benefit when you reach your normal retirement date, you *must* begin to receive benefits on the later of:

- April 1 following the calendar year in which you reach age 70½; or
- When you retire.

If your benefits begin after April 1<sup>st</sup> of the year following the year in which you reach age 70½, your benefit will be increased by 1.5% for each month in which your benefit was delayed beyond April 1 of the year following the year in which you reach age 70½.

# Forms of Payment

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## Single Life Pension

The Single Life Pension is the normal form of payment if you do not have an Eligible Spouse. The monthly amount of a Single Life Pension is your accrued benefit calculated based on the benefit formula, as described in the *Benefit Calculation* section on page 4. Your pension benefit is not reduced under this form of payment.

The Single Life Pension provides you with monthly pension payments for your lifetime. After your death, no further monthly payments are made to anyone else. However, if you die before receiving 60 monthly payments, the balance of your payments will be made to your designated beneficiary until 60 monthly payments have been made to you and your beneficiary combined. After that, no further payments will be made.

## Keep Your Beneficiary Designation Up-to-Date

Any survivor benefits will be paid to your designated beneficiary. If you do not designate a beneficiary and you die before receiving at least 60 monthly payments, the remainder of the 60 monthly payments that you did not receive will be paid to your dependent child or dependent parent.

Your dependent child is your unmarried child who is:

- Entirely dependent on you for support;
- Under age 19;
- Living with you or your ex-spouse who is the child's other parent; and
- Either:
  - ◆ Born of your legal marriage;
  - ◆ Legally adopted; or
  - ◆ A child for whom you are the court ordered guardian under applicable law.

If the child is 19 or older, he or she may be considered a dependent child if he or she:

- Has a mental or physical disability;
- Cannot be self-supportive because of the disability;
- Lives with you; and
- Depends on you for at least one-half of his/her support.

Your dependent parent is a parent who is entirely dependent on you for support and lives with you.

## 50% Joint and Survivor Pension

The 50% Joint and Survivor Pension is the normal form of payment if you have an Eligible Spouse, although you may also choose the 75% Joint and Survivor Pension (effective for retirements on and after January 1, 2009). The 50% Joint and Survivor Pension provides you with reduced monthly payments for your lifetime. If you die before your Eligible Spouse, 50% of the benefit you were receiving will be paid to your Eligible Spouse for his or her lifetime. Your payment is reduced because payments are expected to be made over two lifetimes instead of one. Thus, benefits continue as long as either of you lives, and then stop.

The amount of the reduction to your benefit depends on the age difference between you and your Eligible Spouse. If your Eligible Spouse is younger than you, the reduction is greater than if your Eligible Spouse is older, because a younger Eligible Spouse is more likely to outlive you and to receive monthly benefits longer. Here is how the reduction works:

- Determine the nearest whole number of years by which your Eligible Spouse is younger or older than you.
- If you are both the same age, that is, born less than six months apart, your monthly benefit is reduced by 10%.
- If your Eligible Spouse is younger than you, your monthly benefit is reduced by 10% plus 0.4% for each year younger.
- If your Eligible Spouse is older than you, your monthly benefit is reduced by 10% minus 0.4% for each year older.

**Example**

*Jake's monthly accrued benefit when he retires at age 65 is \$600. Jake has an Eligible Spouse and elects to receive his benefit as a 50% Joint and Survivor Pension. Jake's Eligible Spouse is 2 years and 8 months younger than he is, which is rounded to a difference in age of 3 years. Jake's Normal Retirement Pension, paid as a 50% Joint and Survivor Pension, is calculated as follows:*

<i>Difference in age</i>	<i>3 years younger</i>		
<i>Reduction factor</i>	$10\% + (0.4\% \times 3)$	$=$	$11.2\%$
<i>Reduction amount</i>	$11.2\% \times \$600$	$=$	$\$67.20$
<i>Monthly 50% Joint and Survivor Pension</i>	$\$600 - \$67.20$	$=$	$\$532.80$

*Jake's monthly 50% Joint and Survivor Pension is \$532.80, payable for his lifetime. In the event of Jake's death before his Eligible Spouse, his Eligible Spouse will receive \$266.40 (50% of \$532.80) per month for the remainder of her life. However, if his Eligible Spouse dies before he does, no further payments will be made upon his death.*

**75% Joint and Survivor Pension – Effective January 1, 2009**

The 75% Joint and Survivor Pension provides you with reduced monthly payments for your lifetime. If you die before your Eligible Spouse, 75% of the benefit you were receiving will be paid to your Eligible Spouse for his or her lifetime. Your payment is reduced because payments are expected to be made over two lifetimes instead of one. Thus, benefits continue as long as either of you lives, and then stop.

The 75% Joint and Survivor Pension form of payment is only available for retirements on and after January 1, 2009.

Like the 50% Joint and Survivor Pension, the amount of the reduction to your benefit depends on the age difference between you and your Eligible Spouse. If your Eligible Spouse is younger than you, the reduction is greater than if your Eligible Spouse is older, because a younger Eligible Spouse is more likely to outlive you and to receive monthly benefits longer. Here is how the reduction works:

- Determine the nearest whole number of years by which your Eligible Spouse is younger or older than you.
- If you are both the same age, that is, born less than six months apart, your monthly benefit is reduced by 15%.
- If your Eligible Spouse is younger than you, your monthly benefit is reduced by 15% plus 0.5% for each year younger.
- If your Eligible Spouse is older than you, your monthly benefit is reduced by 15% minus 0.5% for each year older.

**Example**

*Luke's monthly accrued benefit when he retires at age 65 is \$600. Luke has an Eligible Spouse and elects to receive his benefit as a 75% Joint and Survivor Pension. Luke's Eligible Spouse is 2 years and 8 months younger than he is, which is rounded to a difference in age of 3 years. Luke's Normal Retirement Pension, paid as a 75% Joint and Survivor Pension, is calculated as follows:*

<i>Difference in age</i>	<i>3 years younger</i>		
<i>Reduction factor</i>	$15\% + (0.5\% \times 3)$	$=$	$16.5\%$
<i>Reduction amount</i>	$16.5\% \times \$600$	$=$	$\$99$
<i>Monthly 75% Joint and Survivor Pension</i>	$\$600 - \$99$	$=$	$\$501$

*Luke's monthly 75% Joint and Survivor Pension is \$501, payable for his lifetime. In the event of Luke's death before his Eligible Spouse, his Eligible Spouse will receive \$375.75(75% of \$501) per month for the remainder of her life. However, if his Eligible Spouse dies before he does, no further payments will be made upon his death.*

## **Payment Provisions**

If eligible, you will receive a written explanation of the 50% Joint and Survivor Pension and 75% Joint and Survivor Pension between 30 days and 90 days before pension payments begin. You and your spouse may waive your right to these forms of payment and elect to receive a Single Life Pension. To do so, your spouse must consent to and acknowledge the effect of this decision by signing a waiver of his or her rights on a form furnished by the Fund Administrator in the presence of a notary public or a designated Fund employee. Your election to receive a Single Life Pension instead of a Joint and Survivor form of payment will not be valid unless you receive this written explanation outlining your options and you and your Eligible Spouse sign the waiver form. You may revoke your election at any time within the 90-day period before your pension payments begin. If you do not make an election within the 90-day election period, your options will be recalculated with a new pension start date.

Once you begin receiving payments, you cannot change your form of payment. For example, if you receive a Joint and Survivor form of payment and then divorce, the reduced Joint and Survivor form of payment is payable to you for life and your former Eligible Spouse is eligible to receive the survivor portion of your benefit upon your death. Or, if you receive a Single Life Pension and then marry, you cannot change to a Joint and Survivor form of payment. If you remarry after a divorce from or the death of your Eligible Spouse, your new spouse is not eligible for any Plan benefits.

## **Direct Deposit**

Your monthly pension will be made by direct deposit or other electronic fund transfers to a U.S. Bank unless the Trustees decide otherwise. If you, your beneficiary or other person who is entitled to a monthly pension payment under this plan, do not consent to direct deposit or other electronic fund transfer, you may be required to pay a monthly fee to offset the costs of printing, mailing and handling a paper check. In addition, If you, your beneficiary or other person who is entitled to a monthly pension payment under this plan, do not consent to direct deposit or other electronic fund transfer, you will pay any fees or costs incurred by the Fund because of a lost or stolen paper check. These fees will be deducted from the amount of the monthly pension you receive.

## **IRS Distribution Limits**

Section 415 of the Internal Revenue Code limit the amount of pension benefits a participant may receive. The Section 415 limitation rules are quite complicated, and the maximum amount a person can receive varies based on the person's year of birth, retirement age and year of retirement. If your accrued benefit exceeds any of the federal limits, the Plan has no choice but to reduce your benefit to the maximum amount allowed. (Note that if you are eligible for a benefit that would otherwise exceed the federal limit you may be able to keep within the limit by electing a different method of payment.) The Fund Office will advise you if these limitations apply to your benefit.

# **Reemployment Following Retirement or Termination**

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If you choose to return to work after you retire, your pension payments may be temporarily suspended. However, since you are independently entitled to Social Security benefits, what happens to your Plan benefits will not affect your entitlement to Social Security benefits.

Since benefits may be suspended if you return to certain employment after you retire, you may periodically be asked to sign a statement confirming that you are not working in Prohibited Employment. If there is evidence from any source that you are working in Prohibited Employment after retiring, you will be notified and your pension will be suspended for each month that you are employed. If an error is made, it will be corrected as soon as you provide satisfactory information regarding your employment.

## **Pension Payment Suspension**

Once you retire, your monthly pension will be suspended for any month in which you worked, or were paid, for at least 40 hours or more in Prohibited Employment. Prohibited Employment is employment or self-employment that is in the same:

- Industry, trade, or craft covered by the Plan when your pension payments began; and
- Geographic area covered by the Plan when your pension payments began.

You must notify the Fund Office as soon as possible of any employment that may be considered Prohibited Employment. You will need to provide documentation concerning your post-retirement work to the Fund Office to determine whether it is Prohibited Employment.

## **Resuming Pension Payments after Suspension**

Once you stop working in Prohibited Employment and retire again, you must notify the Fund Office as soon as possible, in writing, of the date you last worked in Prohibited Employment. When you retire again, your pension will be based on your previously earned pension credits and the benefit level attained at your first retirement. If you work in Covered Employment while payments were suspended and earn additional pension credits, your benefit for your most recent work will be calculated separately to reflect the new credits earned and your age when you retire again.

Your pension payments will resume within three months after you stop working in Prohibited Employment. Your first month's payment will also include any amounts withheld during the period between when you stopped working and when payments resumed.

Any benefits paid to you while you were engaged in Prohibited Employment will be deducted from future pension payments. The deduction will not exceed 25% of your monthly benefit. However, the Plan allows the Fund to withhold up to 100% of the first pension payment made after your suspension.

If you return to Covered Employment and earn additional benefits before your normal retirement date, upon resumption of pension payments, you may make a new benefit election for the additional benefits earned. However, if you return to Covered Employment after your normal retirement date, any benefits you earned since your return will be paid in the same manner as your pension payment before your return to Covered Employment.



## **Pre-Retirement Death Benefits**

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If you are Vested and die without having actually retired, your surviving Eligible Spouse will receive monthly payments beginning on the first day of the month following your death or, if later, your 55<sup>th</sup> birthday. Payments will continue until the last monthly payment before your Eligible Spouse's death.

The monthly amount of the benefit is 50% of the Joint and Survivor Pension you would have been eligible to receive if you had retired on the day before your death or, if later, your 55<sup>th</sup> birthday. Your surviving spouse may delay the receipt of his/her benefit until you would have attained age 70½. Your surviving spouse's benefit will be adjusted to reflect the delay in receipt of the benefit.

You may waive the Pre-Retirement Death Benefit in or after the Plan Year in which you turn age 35. To do so, you must have your Eligible Spouse consent to your election in writing and the consent must be witnessed by a designated Fund employee or a notary public. You may revoke your election to waive the Pre-Retirement Death Benefit at any time.

In the event you die while vested and you do not have an Eligible Spouse, your dependent children or dependent natural parents will receive 60 monthly payments. The monthly amount of the benefit is the amount you would have received as a Single Life Pension had you retired on the day before your death, or if later, your 55<sup>th</sup> birthday.

# Lump-Sum Payments

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If the present value of your accrued benefit is \$5,000 or less, your benefit will be paid as a single, lump sum payment. This means that your entire benefit is paid in one payment; once the lump sum payment is made, no additional Plan benefits will be paid.

Generally, if the present value of your accrued benefit is \$1,000 or less, the Plan will automatically distribute the lump sum payment to you or your beneficiary, or at your/your beneficiary's direction.

However, if the present value of your accrued benefit is greater than \$1,000, the distribution of your lump sum payment will be made at your or your beneficiary's direction. If no direction is provided, it will be paid into a default Individual Retirement Account (IRA) in your or your beneficiary's name.

If your benefit will be paid in a lump sum payment, you or your beneficiary may elect to have the payment made directly to you/them, or you/they can elect to roll it over to an eligible retirement plan or IRA.

A lump sum payment may be taxable depending on how and when the distribution is received from the Plan. Before a taxable payment is made to you or your beneficiary, you will receive a tax notice from the Plan. This notice explains the tax rules that apply to distributions from the Plan. It also informs you that you have the right to have a taxable lump sum distribution:

- Paid directly to you;
- Paid as a direct rollover to an eligible retirement plan; or
- Split between payment to you and payment as a direct rollover.

Because tax laws change frequently and are complex, it is always a good idea to consult a qualified tax advisor before receiving a lump sum distribution from the Plan.

To determine what may be the best way to receive payment of the lump sum distribution and the tax consequences, it is a good idea to consult a qualified tax advisor.

## Direct Payment

If the Plan makes a direct payment to you or your beneficiary, the benefits received will be taxable. Whenever a taxable distribution is paid directly to you or your beneficiary, 20% of the distribution will automatically be withheld to pay federal income taxes. The entire distribution is considered taxable income in the year it is received.

To defer payment of the 20% withholding tax, you may roll over your distribution to an eligible retirement plan within 60 days of receipt of your distribution. However, this 60-day period may be extended in cases of casualty, disaster, or other events beyond your reasonable control.

In addition to withholding 20% for federal income taxes, a 10% penalty tax may apply if payment is received before you reach age 59½. The 10% penalty tax does **not** apply if the payment is received due to:

- Separation from Covered Employment on or after attaining age 55;
- Total and Permanent Disability;
- Death;
- Payment of certain medical expenses; or
- A Qualified Domestic Relations Order (QDRO).

This penalty tax is in addition to your regular federal income taxes (and any applicable state income taxes and penalties).

## Direct Rollovers

If you become eligible for a distribution from the Plan, you may defer payment of taxes by rolling over the taxable portion of your distribution to an eligible retirement plan or IRA that accepts rollovers.

To be considered an eligible retirement plan, a plan must accept eligible rollover distributions and be:

- A traditional or Roth IRA (not SIMPLE IRA or Coverdell Education Savings Account); or
- An eligible employer plan, which includes a plan qualified under section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit-sharing plan, defined benefit plan, stock bonus plan, money purchase plan, section 403(a) annuity plan, section 403(b) tax-sheltered annuity, and eligible section 457(b) plan maintained by a governmental employer).

Surviving spouses and beneficiaries (including alternate payees under a Qualified Domestic Relations Order (QDRO)) who receive a distribution may also roll over the benefits to an IRA.

Any portion that is not rolled over will be taxable in the year in which it is received. Keep in mind that 20% must be withheld for federal taxes from any distribution that is paid directly to an individual. Therefore, if you deposit your full distribution into an eligible plan or account after payment is made directly to you, you must replace the 20% that was withheld for taxes. If you do not make up the 20% difference, that 20% will be taxable income to you.

Beginning in the year you reach age 70½, a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

# Claims Procedures

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To receive any Plan benefits, you must apply by submitting a written application and a signed election indicating the form of payment under which the benefit is to be paid with the Fund Administrator. You should request the appropriate forms from the Fund Office in advance of the time benefits are to begin because no benefit election is valid, nor will any payment be due until an application and election have actually been made. No payment or election will be effective retroactively.

Whenever administratively possible, you will receive a decision on your application and election within 90 days (or 45 days for a Disability Pension), unless special circumstances require an extension for processing. If an extension is required, you will receive written notice of the extension within the initial determination period. The extension notice will include the reasons for the extension and the date by which a decision will be made. The extension of time will not exceed 90 days after the initial determination period. If the application is for a Disability Pension, the Plan may extend the initial 45-day period up to an additional 60 days maximum. However, if a determination is not made within the first 30-day extension, you will be notified that an additional 30 days are necessary.

In some instances, the Plan may require additional information to process and make a determination on your application, especially when it is due to disability. If such information is required, the Plan will notify you within 45 days of receiving your application. You then have up to 45 days in which to submit the additional information. If you do not provide the information within this time, then your application will be processed without the requested information and your application may be denied.

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 you respond with the additional information.

## Payment of Benefits

Payment of your benefit will begin as of the first day of the month after or coincident with the later of:

- The month after you submit a completed application for benefits and signed election; or
- 30 days after the Plan advises you of your available payment options.

You will receive a written explanation of the forms of payment available under the Plan between 30 days and 90 days before payments begin. If you are married, your benefits will be paid in a 50% Joint and Survivor form of payment unless you elect an optional form of payment and your spouse consents to this election of an optional form of payment. Your spouse's consent must acknowledge the effect of the election and be witnessed by a designated Fund employee or a notary public. You may revoke your election at any time within the 90-day period before your pension payments begin. If you do not make an election within the 90-day election period, your options will be recalculated with a new pension start date.

The Plan is required by law to give you at least 30 days after you make your election before your payments may begin to change your election. However, you may elect to begin your payments before the end of the 30-day period if you and, if you are married, your spouse, waive the 30-day election period.

If you or your beneficiary are eligible for more than one type of benefit under the Plan, you or your beneficiary may elect the type of benefit you or your beneficiary will receive, but you or your beneficiary may not receive more than one pension from the Plan.

## If Your Application is Denied

If your claim is denied, you will receive a written statement, which will include:

- The reason(s) for the denial;
- Reference to all related provisions of the Plan or other documents used to make the decision;

- A description of additional information needed to reconsider your application and why the information is needed;
- A statement of your right to bring a civil action under ERISA Section 502(a);
- A detailed explanation of the steps you can take to appeal the decision; and
- A copy of any internal rule, guideline, protocol, or similar criteria that was relied on, or a statement that a copy is available to you at no cost upon request, for a Disability Pension application.

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

If you disagree with a denial or benefit amount, you may appeal the decision in writing (along with any supporting documentation) within 60 days (180 days for a Disability Pension) of the date you receive the denial notice. The appeal should be sent to the Board of Trustees at the Fund Office. Any denial of a claim that is appealed by a Participant or his or her duly authorized representative may include a written request for a hearing before the Fund Administrator.

A request 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 you or your authorized representative with the Plan. Failure to file a request 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.

If your application for benefits is denied, you (or your authorized representative) have the right to:

- Submit additional proof of entitlement to benefits; and
- Examine any Plan documents that are related to your application.

The Board of Trustees will complete a new, full, and fair review of your application based on all information available, including any information you provide. They will not defer to the initial decision. A decision will be made by the Board no later than the date of the next regularly scheduled Board meeting following the receipt of the request. However, if the request for review is received within 30 days prior to the meeting, then a decision may be made at the time of the second meeting following the request for review. You will receive a decision on your appeal within 60 days (or 45 days for a Disability Pension), unless special circumstances require an extension. If an extension is required, you will receive written notice of the extension within the initial period. The extension notice will include the reasons for the extension and the date by which a decision will be made.

When reviewing an appeal on a Disability Pension that is based in whole or in part on a medical judgment, the Trustees will consult a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. You may request the identity of the professional consulted. The health care professional providing the consultation will not be the same individual consulted on the initial determination or a subordinate of such individual.

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

- The specific reason(s) for the denial;
- Reference to all related Plan provisions or other documents used on which the denial was based;
- A statement that you have the right to bring a civil action under ERISA following an appeal;
- A statement that you have the right to request a copy, free of charge, of any rule, guideline, protocol, or similar criteria on which the denial of a Disability Pension Benefit was based; and
- A statement that you have the right to request a copy, free of charge, of any explanation regarding the scientific or clinical judgment on which the denial of a Disability Pension Benefit was based if the denial was based on a medical judgment (such as medical necessity, experimental, or investigational).

The decision of the Board of Trustees is final and binding. The Trustees' decision will be given judicial deference in any later court action unless it is found to be arbitrary and capricious. You (or any person acting on your behalf) cannot bring a lawsuit against the Plan to recover a claim for benefits from the Plan if you do not request a review from the Plan in accordance with the Plan's procedures.

No legal action for Plan benefits may begin against the Plan and/or Trust until you have exhausted the Plan's claims and appeals procedures. In addition, no legal action for benefits under the Plan may be commenced or maintained against the Plan and/or Trust more than 120 days after receipt of the decision of the Trustees on a matter appealed to them.

### **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 Administrator in advance in writing of the name, address, and phone number of the 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 Administrator in writing. A document, record, or other information is relevant and required to be made available to you only if it was:

- Relied upon in making the benefit determination;
- Submitted, considered, or generated in the course of making the determination; and
- Demonstrates compliance with the Plan's administrative processes and safeguards required under federal law.

## **Plan Information**

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The duties of the Fund Administrator include:

- Establish reasonable rules and procedures for administration of the Plan.
- Have the sole right to interpret and reconcile any question or dispute arising under the Plan.
- Be responsible for control over and management of the assets of the Plan.

### **Plan Financing**

The Plan is a multiemployer defined benefit plan financed by contributions from participating Employers. Contributions are at fixed monthly rates as described in the applicable Collective Bargaining Agreements. You may obtain, upon written request, a list of the employer and employee organizations (including their addresses) sponsoring the Plan. A copy of the list is also available for examination by participants and beneficiaries at the Fund Office or any other designated site.

The money goes into the Midwest Pension Trust Fund, which is managed by the Trustees in accordance with the Plan and Trust Agreement. All Fund assets, including earnings, are used to pay benefits and operating expenses.

### **Plan Identification Numbers**

- Employer Identification Number (EIN 36-6512748) assigned to the Plan Sponsor by the Internal Revenue Service; and
- Plan Number (PN 001) assigned to the Plan by the Plan Sponsor.

### **Circumstances Under Which Benefits May Not be Payable**

Under the following circumstances, Plan benefits may not be paid:

- If you do not meet the Plan's eligibility requirements.
- If you have a permanent break in service before becoming Vested.
- If you die before you become eligible for benefits.
- If you die and do not qualify for a Joint and Survivor form of payment.
- If you cease to be totally and permanently disabled, or if you fail to furnish evidence of your continued total and permanent disability when requested by the Fund Administrator.
- If you do not submit a written claim to the Fund Administrator for payment of benefits.
- If you do not appeal the denial of a claim within the required periods.
- If the Plan ends (except to the extent provided by ERISA).

### ***How Benefits Can Be Delayed***

There are certain situations under which benefits can be reduced, delayed, or lost. Most of these circumstances are described above, but your benefits may also be affected if you or your beneficiary does not:

- File a claim for benefits properly or on time.
- Furnish the information required to complete or verify a claim.
- Have your current address on file with the Fund Office.

## **Plan Amendment and Termination**

The Trustees of the Pension Fund have the authority to amend or terminate the Plan at any time and for any reason. You will be notified in writing if the Pension Plan is amended or terminated; however, the change may be effective before a notice is delivered to you.

It is intended that this Plan will be permanently maintained and continued. However, the Plan may be terminated at any time:

- By the Trustees upon adoption of a Plan amendment that either halts all future Vesting Service and benefit accruals, or causes the Plan to become an individual account plan;
- Upon mass withdrawal (when and if every Employer withdraws from the Plan or the obligation of all Employers to contribute under the Plan ends); or
- Through proceedings instituted through the PBGC, if for example, the Plan is not paying benefits when due.

Upon Plan termination, the accrued benefit of each Participant and beneficiary will be fully Vested and will be payable to the extent that Fund assets, after the expense of liquidation, are sufficient to meet the benefit liabilities. The assets will be allocated in the following order:

- First, to provide benefits that became payable (or would have become payable had an Employee retired and been eligible for a benefit) three or more years before the Plan termination date;
- Second, to provide benefits that became payable (or would have become payable had an Employee retired and been eligible for a benefit) within the three-year period preceding the Plan termination date; and
- Third, to provide benefits to all other Participants in Covered Employment when the Plan terminates.

If the available Fund assets are insufficient to meet all benefit liabilities at the Plan termination date, benefits will be reduced to the extent necessary – but not below the PBGC guaranteed amounts, as described on page 23.

## **Board of Trustees' Discretionary Authority**

The Board of Trustees governs the Pension Fund in accordance with an Agreement and Declaration of Trust. The Trustees have the sole and absolute discretionary authority to interpret the terms of the Plan, determine benefit eligibility, and resolve Plan ambiguities or inconsistencies. All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) will be final and binding on all Participants, beneficiaries, and any other individuals claiming Plan benefits. The Board of Trustees is the agent for service of legal process.

The Board of Trustees has delegated certain administrative and operational functions to the Fund Administrator and his/her staff (Fund Office). Most of your day-to-day questions can be answered by the Fund Office staff.

## **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.

## **Incompetence or Incapacity**

If the Fund Administrator determines that you are unable to care for your affairs because of legal considerations, or a mental or physical incapacity, any payment due you may be directed to any other person(s) or institution who is maintaining or has custody of you. These payments will be made until a claim is made by a duly appointed guardian or other legal representative. Upon payment of these amounts, the Plan is fully discharged of the liability of the Fund.



## **Qualified Domestic Relations Orders (QDRO)**

A QDRO is a court order or judgment that directs the Plan to pay benefits to your Eligible Spouse, former Eligible 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 permitted under Section 401(a)(13) 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:

- Written spousal consent is obtained;
- The Eligible 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 Eligible Spouse will be entitled to a survivor pension equal to 50% or 75% 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**

The Board of Trustees will rely on any information you provide when you apply for benefits from 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 because of false statements or fraudulent actions, the Fund Office may elect to pursue the matter by pressing criminal charges.

## Pension Benefit Guaranty Corporation Guarantee

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

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

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

The PBGC guarantee generally covers:

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

The PBGC guarantee generally does not cover:

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

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

Pension Benefit Guaranty Corporation  
Technical Assistance Division  
1200 K Street N.W., Suite 930  
Washington, D.C. 20005-4026

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

## ERISA Rights

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

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

You have the right to:

- Examine, without charge, at the Fund Administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA);
- Obtain, upon written request to the Fund Administrator, copies of documents governing the operation of the Plan, including insurance contracts, Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description (the Fund Administrator may make a reasonable charge for the copies);
- Receive a summary of the Plan's annual financial report, which the Fund Administrator is required by law to furnish each Participant; and
- Obtain a statement telling you whether you have a right to receive a pension at your normal retirement date and if so, what your benefits would be at your normal retirement date 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 earn 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 a 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 Fund 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 Fund 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. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## ***Assistance with Your Questions***

If you have any questions about your Plan, you should contact the Fund Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund

Administrator, you should contact the nearest office of the EBSA, U.S. Department of Labor, listed in your telephone directory or:

*Nearest Regional Office*

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

*National Office*

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

For more information about your rights and responsibilities under ERISA, visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

# Definitions

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These terms will help you understand your benefits better. Remember to keep them in mind as you read the Summary Plan Description.

**Administrator** means the Board of Trustees, consisting of 10 members, five of whom are appointed by management and five of whom are appointed by the Union. The business address and telephone number of the Administrator are:

245 Fencil Lane  
Hillside, Illinois 60162  
312-738-0822

The Administrator is responsible for the operation of the Plan.

**Collective Bargaining Agreement** means any applicable collective bargaining agreement between an Employer and the Union that provides for Employer contributions to the Plan, including any extensions, renewals, or amendments that may be adopted from time to time. A copy of the agreement is available for inspection at the Fund Office.

**Covered Employment** is employment by an Employee with one or more contributing Employers in categories of work for which an Employer is required to contribute to the Fund. For employment before the Effective Date, this includes employment that would have resulted in Employer contributions if performed after the Effective Date.

**Credited Service**, which is limited to a maximum of 35 years, includes both Credited Future Service and Credited Past Service:

- **Credited Future Service** is your credit for work in Covered Employment *after* the date your Employer began to contributing to the Plan.
- **Credited Past Service** is your credit for your years of service earned for work in a covered classification for your Employer *before* the date your Employer first began contributing to the Plan.

**Effective Date** means the date an Employer becomes a contributing employer.

**Eligible Spouse** means the person to whom you were married during the entire year before:

- Any payments begin at retirement;
- Age 65 for a disability retirement; or
- Your death as a Vested Participant during employment or disability.

**Employee** means any person whose Covered Employment with an Employer provides the basis for Employer contributions to the Plan.

**Employer** means an employer who is party to a Collective Bargaining Agreement under the terms of which the employer is required to contribute to provide Plan benefits. A complete list of Employers participating in the Plan is available for inspection at the Fund Office.

**Hour of Service** means each hour for which you are compensated, directly or indirectly, by an Employer.

**Participant** means any:

- Person receiving benefits under the Plan;
- Person who has completed the requirements for a Deferred Vested Benefit; or
- Any Employee who has worked at least 1,000 hours in any previous Plan Year not followed by a break in service and who has worked more than 500 hours in the Plan Year before.

**Plan** refers to the Midwest Pension Plan as restated and amended to January 1, 2009, including any amendments that are adopted.

**Plan Year** refers to the calendar year, which begins January 1 and ends December 31.

**Prior Plan** is the Plan in effect before January 1, 2009.

**Prohibited Employment** is employment or self-employment that is in the same:

- Industry, trade, or craft covered by the Plan when your pension payments began; and
- Geographic area covered by the Plan when your pension payments began.

**Union** refers to the affiliated locals of the Central States Joint Board, AFL-CIO, and such other unions as the Trustees may agree upon.

**Vested** means the non-forfeitable portion of a benefit. You are considered *Vested* when you have at least five years of Vesting Service in Covered Employment.

**Vesting Service** is the unit of credit earned for each Plan Year in which you complete 1,000 or more Hours of Service.

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