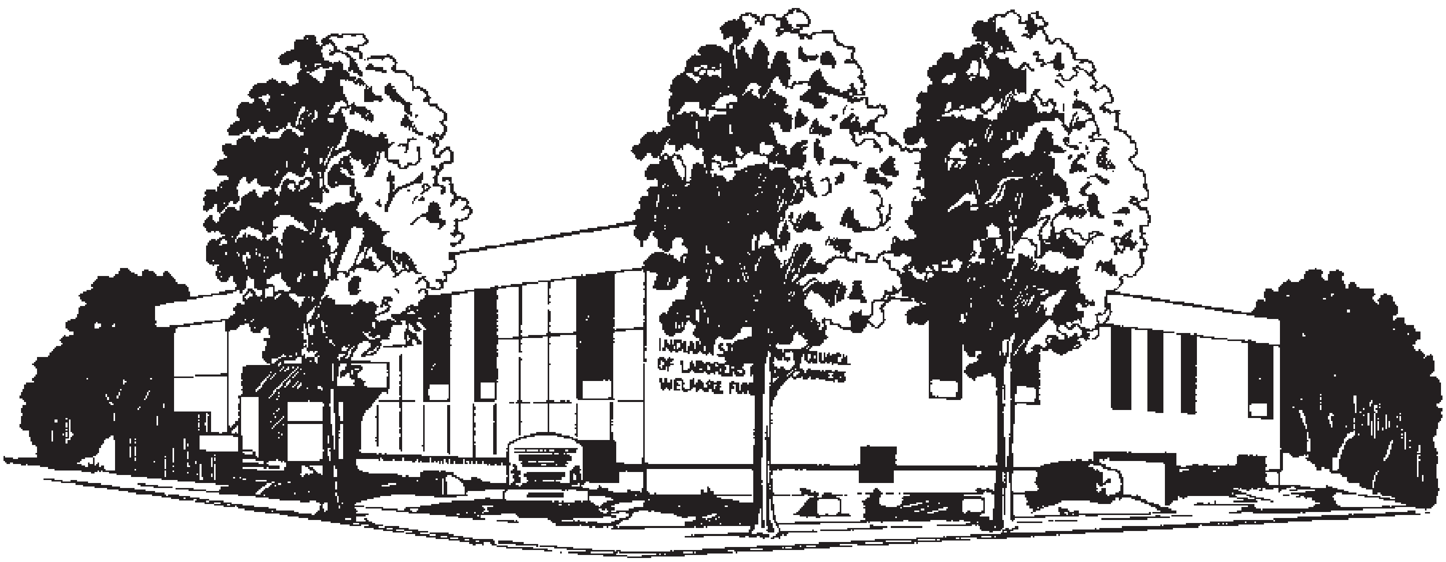
Summary Plan Description



Indiana Laborers Pension Fund

June 1, 2016

Inside Front Cover
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Summary Plan Description

Indiana Laborers
Pension Fund

June 1, 2016

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Contents

Introduction To Your Pension Plan

This booklet describes the Pension Plan provided by the Indiana Laborers Pension Fund. This booklet describes the Plan in effect on June 1, 2016. If you were an inactive Participant on June 1, 2016, or have become one since then, your rights, if any, would be determined by the Plan in effect at the time you became an inactive Participant except to the extent of benefits retroactively reduced or eliminated following your inactive date. If you have any questions about your status as a Participant, contact the Pension Fund Office.

As an active Plan Participant, you build pension benefits over your working career. The Plan is funded by contributions from Employers. When you retire, you receive a monthly benefit for life based on the applicable Plan formula. The Plan provides Early and Normal Retirement Benefits. There are also provisions for Death and Disability Benefits if you meet certain requirements.

The Plan covers persons who work for an Employer under a collective bargaining agreement negotiated by the Laborers International Union of North America, State of Indiana District Council.

The Plan is maintained and administered by a Board of Trustees on which labor and management are equally represented. A list of the trustees is in the "Administrative Information" section at the back of this booklet.

This booklet describes and summarizes, in layman's language, the legal documents that govern the Plan. If anything has been accidentally misstated or left out, the legal documents will rule.

If you have any questions after reading this booklet, you may call the Pension Fund Office at (812) 238-2551, or at our toll-free number (800) 962-3158 or you may access the Fund's website at www.indianalaborers.org.

Pension Benefits In Brief

Participation

You become a Participant on the date Plan contributions are first required to be made to the Fund on your behalf.

Service

Your right to receive a benefit is based on your years of Service under the Plan. You generally earn one year of Service for each year you work 700 hours or more. However, a number of special rules apply in calculating Service. For example, you usually do not earn any Service during periods when you're not working. And, if you don't work for an extended period of time, you can lose Service you've earned before. Be sure to read the definitions of Service, Break in Service, and Forfeited Service beginning on page 3 for complete information.

Accrued Benefit

Your Accrued Benefit consists of the following two components:

- "A" Benefit
  Your "A" Benefit is the portion of your benefit that you earned as of May 31, 2010.

- "B" Benefit
  Your "B" Benefit is the portion of your benefit that you earned on or after June 1, 2010.

Normal Retirement Benefits

You may retire and begin receiving a monthly Normal Retirement Benefit for your "A" Benefit, payable for your lifetime, once you are age 60 or have reached the 5^{th} anniversary of your participation in the Plan, whichever occurs later.

You may retire and begin receiving a monthly Normal Retirement Benefit for your "B" Benefit, payable for your lifetime, once you are age 62 or have reached the 5^{th} anniversary of your participation in the Plan, whichever occurs later.

Early Retirement Benefits

You may be able to retire and receive an Early Retirement Benefit before you are eligible to receive a Normal Retirement Benefit. The rules for an Early Retirement Benefit are explained in the Early Retirement Benefits section beginning on page 8.

Joint and 50%, 75%, or 100% Survivor Benefits

If you are married and retire or terminate for reasons other than disability, you must elect <u>one</u> of the following optional forms of payment, unless your spouse signs a waiver in the presence of a notary public or Plan representative:

- Joint and 50% Survivor Benefit; or

- Joint and 75% Survivor Benefit; or

- Joint and 100% Survivor Benefit.

Each one of these benefit payment forms provides a reduced monthly benefit for your lifetime. After your death, the Joint and 50% Survivor Benefit will provide payment for your spouse's lifetime equal to 50% of your reduced benefit.

Similarly, after your death, the Joint and 75% Survivor Benefit and Joint and 100% Survivor Benefit will provide payment for your spouse's lifetime equal to 75% and 100%, respectively, of your reduced benefit.

Please see the example on page 10 for an illustration of the benefits payable under these optional payment forms.

In the event your spouse predeceases you (or waives her survivor rights in a Qualified Domestic Relations Order) and you chose the "pop-up" option when you retired, then your reduced monthly benefit will be increased to the original amount of your Normal or Early Retirement Benefit.

Disability Benefits

You may receive a monthly Disability Retirement Benefit under the provisions of the Plan if you incur a disability.

Preretirement Death Benefits

Your spouse or other eligible beneficiary may qualify for a benefit if you die before receiving any Normal or Early Benefit payments under the Plan. There are 2 types of benefits: a return or partial return of contributions or, if you're married, monthly payments to your spouse.

Postretirement Death Benefits

If you retired under the Joint and 50%, 75%, or 100% Survivor Benefit option, your surviving spouse will receive monthly benefits equal to 50%, 75%, or 100% respectively of the benefit you were receiving before your death. If you retired under the Five Year Certain and Life Benefit option and did not receive a total of 60 monthly payments before your death, your beneficiary will receive the remaining number of payments until the number of payments that you received and the number of payments that your beneficiary received equals 60.

Some Important Terms

There are some important terms you will need to know in order to understand how the Pension Plan works. These are defined in this section and capitalized throughout this booklet.

Board of Trustees or Board—This is the Board of Trustees of the Indiana Laborers Pension Fund which maintains and administers the Plan in accordance with the legal documents on which the Plan is based. The Board is made up of an equal number of employee and employer trustees, who are listed in the "Administrative Information" section of this booklet.

Break in Service—You have a one-year Break in Service for each Plan Year after June 1, 1976 that you do not work for an Employer and do not have any contributions required to be made to the Plan on your behalf. Exceptions to this rule are years in which you are in the armed forces or years immediately preceding or following Covered Service in which you were working for an Employer, but in a job not requiring contributions under the Plan provided there is not an intervening quit, discharge or retirement. You won't have a Break in Service if you are not working because of an accident or illness. Also, if you are on maternity or paternity leave, you won't have a Break in Service unless the leave extends beyond the end of the Plan Year following the year in which the leave began. (Maternity and paternity leave is a leave due to your pregnancy, the birth of your child, your adoption of a child, or caring for your child immediately after birth or adoption.) In addition, if you worked at least one hour of service during the period from June 1, 2014 – September 30, 2014 for which the Employer is required to make contributions on your behalf, you will not have a Break in Service for the 2014-2015 Plan Year.

Forfeited Service—If you terminate your Service without a vested benefit under the Plan and incur five consecutive one-year Breaks in Service, you lose credit for the years you had accumulated when you terminated employment under the Plan.

Covered Service—Service for which an Employer is required to make contributions to the Plan on your behalf.

Employer—An Employer who satisfies the requirements for participating in the Plan and who makes payments to the Plan on behalf of covered employees.

Plan Year—Each 12-month period that begins June 1 and ends on the following May 31.

Service—Service is used in determining your eligibility for a benefit under the Plan. Service is calculated differently for different periods, as follows:

- If you were a Participant as of June 1, 1976 and were covered under the 1962 Plan, your Service includes one year of Service for each consecutive 12-month period from June 1, 1962 through May 31, 1976 in which contributions were required to be made on your behalf; <u>a 12-month period began on the first day of the month in which contributions were first made on your behalf</u>.

- If you worked at any time during the 12-month period from June 1, 1975 through May 31, 1976 and contributions were required to be made for that period, <u>the year of Service was credited to you as of June 1, 1976</u>.

- If you work for an Employer on or after June 1, 1976 through May 31, 2003, you receive one year of Service for each Plan Year in which you work at least one hour and contributions are required to be made on your behalf. Your Service also includes employment with an Employer (after June 1, 1976) that immediately precedes or follows Covered Service (provided there is no intervening quit, discharge or retirement).

- If you work for an Employer on or after June 1, 2003 through May 31, 2014 and you have accumulated <u>less than three</u> years of Service as of that date, you receive one year of Service for each Plan Year after that date in which you work at least 300 hours. If you work for an Employer on or after June 1, 2003 and you have accumulated <u>three or more</u> years of Service as of that date, you receive one year of Service for each Plan Year after that date in which you work at least one hour and contributions are required on your behalf. Your Service also includes employment with an Employer that immediately precedes or follows Covered Service (provided there is no intervening quit, discharge or retirement).

- If you work for an Employer on or after June 1, 2014, you will receive credit for one Year of Service for each Plan Year during which you work at least 700 hours for an Employer. You will also receive one year of Service for your Eligibility Computation Period. Service will not include any years of Forfeited Service but will include any periods of Contiguous Non-covered Service after June 1, 1976.

Notwithstanding the paragraph above:

1. If you would have earned a year of Service during the period June 1, 2014 – September 30, 2014, you will earn a year of Service for the Plan Year ending May 31, 2015.

2. If you: (a) have received credit for 25 years of Service before October 1, 2014, and (b) retire with 30 or more years of Service, you will earn a year of Service during the Plan Year that contains your annuity starting date provided you work at least one hour for an Employer that is required to make contributions to the Fund on your behalf during that Plan Year.

- If you are absent from employment for voluntary or involuntary qualified military service with the armed forces of the United States and return to employment within the period required under the law pertaining to veterans' reemployment rights, you will receive Service for the period of your absence from employment, to the extent required by law.

  Notwithstanding any other provision to the contrary, effective December 12, 1994, benefits and Service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

Participation And Cost

Becoming a Plan Participant

You will qualify for Plan participation if you work for an Employer under a collective bargaining agreement negotiated by the Laborers International Union of North America, State of Indiana District Council.

You become a Participant on the date your Employer contributions are first required to be made to the Plan on your behalf.

Paying for the Plan

Your Employer contributes a specific amount based on the number of hours you work. The hourly contribution rate is set by the collective bargaining agreement between your union and Employers.

Employer contributions go into the Pension Fund. The contributions plus investment earnings of the Fund are used to pay Plan benefits.

You are not required or allowed to contribute to the Pension Fund.

Accrued Benefit

Your Accrued Benefit consists of the following components:

- "A" Benefit
  Your "A" Benefit is the portion of your benefit that you earned as of May 31, 2010.

- "B" Benefit
  Your "B" Benefit is the portion of your benefit that you earned on or after June 1, 2010.

Normal Retirement Benefits

If you meet the Plan's initial eligibility requirements on or before June 1, 2010, you may retire and receive the "A" Benefit portion of a Normal Retirement Benefit when you are age 60 or have reached your 5th anniversary of participation in the Plan, whichever occurs later. You may retire and receive the "B" Benefit portion of a Normal Retirement Benefit when you are age 62 or have reached your 5th anniversary of participation in the Plan, whichever occurs later. If you are eligible to receive both the "A" and "B" Benefit portions upon retirement, you must commence receiving both portions simultaneously. If you elect to retire and start your "A" Benefit prior to becoming eligible for your "B" Benefit, you must start your "B" Benefit as soon as you qualify.

If you do not meet the Plan's initial eligibility requirements on or before June 1, 2010, you may retire and receive your entire Normal Retirement Benefit when you are age 62 or have reached your 5th anniversary of participation in the Plan, whichever occurs later.

Your Normal Retirement Benefit will begin on the first of the month after the Board of Trustees receives and approves your application for benefits and other required documents.

The amount of your Normal Retirement Benefit is based on this formula:

- 5.2% of all contributions accrued before June 1, 2001; **PLUS**

- 4.5% of all contributions accrued on and after June 1, 2001 through May 31, 2003; **PLUS**

- 3.5% of all contributions accrued on and after June 1, 2003 through December 31, 2004; **PLUS**

- For the 5-month period beginning January 1, 2005 and ending May 31, 2005, $12.50, provided you worked 500 or more hours during this period; if you worked at least 125 hours but less than 500 hours, you will accrue a benefit equal to your hours divided by 500 and multiplied by $12.50; **PLUS**

- For hours worked on or after June 1, 2005, $30.00 per Plan Year (Plan Years run from each June 1st through the following May 31st), provided you work 1,200 or more hours during the Plan Year. For Plan Years June 1, 2005 – May 31, 2014, if you work at least 300 hours but less than 1,200 hours, you will accrue a benefit equal to your hours divided by 1,200 and multiplied by $30.00. For Plan Years on or after June 1, 2014, if you work at least 700 hours but less than 1,200 hours, you will accrue a benefit equal to your hours divided by 1,200 and multiplied by $30.00.

Here is an **example** of how a Normal Retirement Benefit **might** be calculated for retirement on May 31, 2015 with the following assumptions (for this example, the Participant is assumed to have worked 500 hours between 1/1/05 and 5/31/05 and worked at least 1,200 hours between 6/1/05 and 5/31/15.)

Dates of Covered Service	**Employer Contributions**		**Benefit Multiplier**		**Monthly Pension**
6/1/1995 – 5/31/2001	$ 20,000	×	5.2%	=	$ 1,040.00 (each month for life)
6/1/2001 – 5/31/2003	$ 4,000	×	4.5%	=	180.00 (each month for life)
6/1/2003 – 12/31/2004	$ 3,000	×	3.5%	=	105.00 (each month for life)
1/1/2005 – 5/31/2005	n/a		$12.50	=	12.50 (each month for life)
6/1/2005 – 5/31/2006	n/a		$30.00	=	30.00 (each month for life)
6/1/2006 – 5/31/2007	n/a		$30.00	=	30.00 (each month for life)
6/1/2007 – 5/31/2008	n/a		$30.00	=	30.00 (each month for life)
6/1/2008 – 5/31/2009	n/a		$30.00	=	30.00 (each month for life)
6/1/2009 – 5/31/2010	n/a		$30.00	=	30.00 (each month for life)
6/1/2010 – 5/31/2011	n/a		$30.00	=	30.00 (each month for life)
6/1/2011 – 5/31/2012	n/a		$30.00	=	30.00 (each month for life)
6/1/2012 – 5/31/2013	n/a		$30.00	=	30.00 (each month for life)
6/1/2013 – 5/31/2014	n/a		$30.00	=	30.00 (each month for life)
6/1/2014 – 5/31/2015	n/a		$30.00	=	30.00 (each month for life)

Under this example, a benefit of $1,040 + $180 + $105 + $12.50 + ($30 x 10) = $1,637.50 would be paid each month for life. Your pension may be paid as a Five Year Certain and Life Benefit or, if you are married, as a Joint and 50%, 75% or 100% Survivor Benefit – in which case your monthly amount would be different. Joint and Survivor Benefits are explained later in this booklet, beginning on page 9. Five Year Certain and Life Benefits are explained beginning on page 11. *Keep in mind that this is an example to show how a Normal Retirement Benefit might be calculated. Your own benefit will depend on the contributions made on your behalf and your age, Service, and the applicable benefit multiplier.*

Your benefit is paid to you each month for the rest of your life so long as you remain retired. If you return to related employment and work 40 or more hours a month, your benefit will stop until you again retire. If you return for less than 40 hours a month, your benefit will continue while you are working. These rules are explained further in the section "Working After Normal Retirement Age and Reemployment" on page 14.

Minimum Benefit

The minimum Normal Retirement Benefit is $300 per month, provided that you satisfy each of the following eligibility requirements as of June 1, 2010:

- You retire on or after your 60th birthday with at least 10 years of Indiana Laborers Pension Fund Service;
- You have worked a minimum of 480 hours in each of 5 of the 10 years described in (1); and
- You are eligible to receive a Normal Retirement Benefit or a Joint and 50% Survivor Benefit under the Plan.

If your Normal Retirement Benefit is paid as a Joint and 50% Survivor Benefit, then the minimum monthly benefit payable after your death to your surviving spouse is $150 per month (50% of the $300 minimum).

If you did not satisfy all of the requirements listed above as of June 1, 2010, there is no minimum benefit. In addition, this minimum benefit **does not** apply to any other retirement, disability, or death benefits.

Early Retirement Benefits

If you retire on or after October 1, 2014, the following rules apply to the calculation of your Early Retirement Benefit. If you retired prior to October 1, 2014, different rules apply. Please contact the Fund Office for more information.

You Have Less Than 25 Years of Service as of October 1, 2014
If you retire on or after October 1, 2014, and do not have at least 25 years of Service as of October 1, 2014, you qualify for your "A" and "B" Benefits when you turn age 59. Your "A" Benefit will be reduced by ½% multiplied by the number of months before your 60th birthday and your "B" Benefit will be reduced by ½% multiplied by the number of months before your 62nd birthday. For example, if you retire at age 59, your "A" Benefit will be reduced by 6% (½% for each of the 12 months that you retire before age 60) and your "B" Benefit will be reduced by 18% (½% for each of the 36 months that you retire before age 62).

You Have 25 Years of Service as of October 1, 2014 and 30 Total Years of Service at Retirement
If you retire on or after October 1, 2014, have at least 25 years of Service as of October 1, 2014 and have 30 total years of Service at retirement, you qualify for your "A" Benefit (unreduced) at any age and your "B" Benefit (reduced for early commencement) when you are at least age 55. Your "B" Benefit will be reduced by ¼% multiplied by the number of months before your 62nd birthday. For example, if you retire at age 58, your "B" Benefit will be reduced by 12% (¼% for each of the 48 months that you retire before age 62). If you are eligible to receive both the "A" and "B" Benefit portions upon retirement, you must commence receiving both portions simultaneously. If you elect to retire and start your "A" Benefit prior to becoming eligible for your "B" Benefit, you must start your "B" Benefit as soon as you qualify.

You Have 25 Years of Service as of October 1, 2014 but Less Than 30 Total Years of Service at Retirement
If you retire on or after October 1, 2014, have at least 25 years of Service as of October 1, 2014, but do not have 30 total years of Service at retirement, you qualify for your "A" and "B" Benefits when you turn age 55. Your "A" Benefit will be reduced by ¼% multiplied by the number of months before your 60th birthday and your "B" Benefit will be reduced by ½% multiplied by the number of months before your 62nd birthday. For example, if you retire at age 56, your "A" Benefit will be reduced by 12% (¼% for each of the 48 months that you retire before age 60) and your "B" Benefit will be reduced by 36% (½% for each of the 72 months that you retire before age 62).

Your Early Retirement Benefit will begin on the first of the month after the Board of Trustees receives and approves your application for benefits and other required documents. Typically, your "A" and "B" Benefits will begin on the same day. However, if you are eligible for your "A" Benefit before you are eligible for your "B" Benefit, your "B" Benefit must begin at the earliest date that you are eligible to receive the "B" portion of your Benefit.

If you should return to Related Employment after benefits begin and work 40 or more hours a month, your benefit will stop until you again retire or are working less than 40 hours a month. See the section "Working After Normal Retirement Age and Reemployment" on page 14 for a further explanation of these rules.

Joint And 50%, 75%, And 100% Survivor Benefits

If you are married when you retire, your monthly benefit will automatically be paid as a Joint and 50% Survivor Benefit. You may, however, elect to receive your monthly benefit as a Joint and 75% Survivor Benefit or a Joint and 100% Survivor Benefit instead. These forms of payment provide you with a reduced monthly benefit for life. Furthermore, if you die before your spouse, one of the following Survivor Benefits will continue to your surviving spouse:

- 50% of the reduced monthly benefit if you elected a Joint and 50% Survivor Benefit;
- 75% of the reduced monthly benefit if you elected a Joint and 75% Survivor Benefit; or
- 100% of the reduced monthly benefit if you elected a Joint and 100% Survivor Benefit.

Your Joint and 50%, 75%, or 100% Survivor Benefit will begin on the first of the month after the Board of Trustees receives and approves your application for benefits and other required documents. Please note that none of these payment forms are available to you if you are receiving disability benefits from the Plan.

The monthly benefit amount of a Joint and 50%, 75%, or 100% Survivor Benefit is less than the monthly benefit amount under a Normal or Early Retirement Benefit because benefits continue after your death for the remainder of your spouse's life. The amount of your reduced monthly benefit depends on your age and the age of your spouse.

When you retire, you will also be able to elect your joint and survivor benefit with or without the "pop-up" feature.

If you choose the pop-up feature and your spouse predeceases you (or waives her survivor rights in a Qualified Domestic Relations Order), then your reduced monthly benefit will be restored to the original amount of your Normal or Early Retirement Benefit. This increased benefit is effective the first of the month following the month the Participant notifies the Fund Office of the spouse's death (or the waiver of her survivor rights in a Qualified Domestic Relations Order).

If you do not choose the pop-up feature and your spouse predeceases you (or waives her survivor rights in a Qualified Domestic Relations Order), then your reduced monthly benefit will not change. Your monthly benefit will continue to be the reduced amount you received prior to your spouse's death (or waiver of survivor rights in a Qualified Domestic Relations Order).

For example, if you are 60 years old, and your spouse is 57 years old, the following table illustrates the monthly benefit amounts payable under each of the payment options discussed above.

Monthly Benefit Payable As.	Reduction Factor For Participant Age 60 Spouse Age 57	Monthly Benefit Payable While You And Your Spouse Are Both Alive	Monthly Benefit Payable To Your Spouse After Your Death
Normal Retirement Benefit (Single Life Annuity)	Not Applicable	$ 1,000.00	$ 0.00 (Benefit is based upon **your** lifetime only)
Joint and 50% Survivor Benefit (with "pop-up")	0.87	$ 870.00 ($1,000 × 0.87)	$ 435.00 (50% of $870.00)
Joint and 50% Survivor Benefit (without "pop-up")	0.88	$ 880.00 ($1,000 × 0.88)	$ 440.00 (50% of $880.00)
Joint and 75% Survivor Benefit (with "pop-up")	0.81	$ 810.00 ($1,000 × 0.81)	$ 607.50 (75% of $810.00)
Joint and 75% Survivor Benefit (without "pop-up")	0.82	$ 820.00 ($1,000 × 0.82)	$ 615.00 (75% of $820.00)
Joint and 100% Survivor Benefit (with "pop-up")	0.76	$ 760.00 ($1,000 x 0.76)	$ 760.00 (100% of $760.00)
Joint and 100% Survivor Benefit (without "pop-up")	0.78	$ 780.00 ($1,000 x 0.78)	$ 780.00 (100% of $780.00)

In this example, if you are receiving a joint and survivor benefit with the pop-up feature and your spouse predeceases you (or waives her survivor rights in a Qualified Domestic Relations Order), your monthly benefit will increase to your Normal Retirement Benefit amount of $1,000. If you are receiving a joint and survivor benefit without the pop-up feature and your spouse predeceases you (or waives her survivor rights in a Qualified Domestic Relations Order), your monthly benefit will not change.

Your Benefit is paid to you each month for the rest of your life so long as you remain retired. If you return to related employment and work 40 or more hours a month, your Benefit will stop until you again retire. If you return for less than 40 hours a month, your Benefit will continue while you are working. These rules are explained further in the section "Working after Normal Retirement Age and Reemployment" on page 14.

If you are married and do not wish to elect a Joint and 50%, 75%, or 100% Survivor Benefit, you may choose to receive your benefit as a Normal or Early Retirement Benefit—payable for **your** lifetime only (Single Life Annuity) or payable for your lifetime with five years of payments guaranteed (Five Year Certain and Life Benefit). If you wish to elect one of these forms, your spouse must consent to your election by signing a waiver form in the presence of a notary public or Plan representative.

Five Year Certain and Life Benefit

If you retire on or after June 1, 2010, in lieu of any other type of benefit, you may choose to receive a Five Year Certain and Life Benefit. If you are married, you must waive the Joint and 50% Survivor Benefit and your spouse must consent to your waiver in the presence of a notary public or Plan representative.

Your Benefit is paid to you each month for the rest of your life so long as you remain retired. If you die after your benefit begins but before receiving 60 monthly payments, the remaining payments will be paid to your beneficiary until the number of payments that you received and the number of payments that your beneficiary receives equals 60. If both you and your Beneficiary die prior to receiving a total of 60 payments, the balance of the unpaid monthly payments will be paid to the last survivor's estate in an actuarially equivalent lump sum payment. If you return to related employment and work 40 or more hours a month, your Benefit will stop until you again retire. If you return for less than 40 hours a month, your Benefit will continue while you are working. These rules are explained further in the section "Working after Normal Retirement Age and Reemployment" on page 14.

Disability Retirement Benefit

If you become disabled, you may be entitled to a Disability Retirement Benefit provided that you are at least age 52 and meet **all** of the following conditions:

- You are unable to perform construction work due to an injury sustained on a jobsite while working under any LIUNA collective bargaining agreement or performing a job for which contributions are required to be made to the Fund under a participation agreement;
- You are not receiving any other type of benefit under the Plan;
- You have at least five years of Indiana Laborers Pension Fund Service at the time you became disabled.
- You submit proof of accident and disabled status within 36 months of the accident; and
- The Trustees find that you are still disabled as of your desired commencement date.

Your Disability Retirement Benefit will be the same amount as your vested accrued benefit that you would receive at your earliest retirement age reduced by ½% per month for each month that your Disability Retirement commencement date precedes your earliest retirement age. Your Disability Retirement Benefit may also be reduced for any optional form of payment elected.

If you meet all of the requirements to receive a Disability Retirement Benefit, benefits will begin on the first day of the month after the application is received and approved by the Board of Trustees, but not prior to your 52nd birthday. In addition, the Board of Trustees may require you to be examined by a physician or a clinic of their choice prior to approving your application for benefits.

If you return to related employment and work 40 or more hours a month, your Benefit will stop until you again retire. If you return for less than 40 hours a month, your Benefit will continue while you are working. These rules are explained further in the section "Working after Normal Retirement Age and Reemployment" on page 14.

Death Benefits

Preretirement Death Benefits

Your spouse or other eligible beneficiary may qualify for a benefit if you die before retirement.

Type 1 Preretirement Death Benefit

50% Survivor Benefit to Spouse

If you die before retirement, are married at the time of your death and have earned at least five years of Service, your spouse may elect to receive half of the monthly amount you would have received had you began receiving a benefit on the first day of the first month following your death (or on your earliest retirement age if you were not eligible to commence benefits at the time of your death) and elected the Joint and 50% Survivor Benefit form of payment.

Type 2 Lump Sum Preretirement Death Benefit

Lump Sum Payment of Percentage of Employer Contributions

If you die before retirement on or after January 1, 2016, and you do not have a five-year Break in Service or, alternatively, if you have earned at least five years of Service, your eligible beneficiary will receive a benefit equal to $1.00 per hour of Covered Service. The amount you receive will be reduced by the total amount of any Total and Permanent Disability and/or Occupational Disability Benefits you may have received pursuant to a pre-June 1, 2010 retirement. If you are married at the time of your death, your spouse may be eligible to elect to receive this lump sum payment instead of the Type 1 Preretirement Death Benefit described above if the Actuarial Equivalent of this lump sum payment is not less than the Actuarial Equivalent of the Type 1 Preretirement Death Benefit. You will receive your Type 2 Preretirement Death Benefit as soon as administratively feasible following approval of the application by the Board of Trustees. Please contact the Fund Office for more information.

Payment of Death Benefits

In order to receive payment, your spouse or other beneficiary must apply for benefits and provide the Board of Trustees with certified proof of death and an obituary notice.

There are limitations on the persons whom you may name as your beneficiaries under the Plan. If you are married, your spouse automatically is your beneficiary – unless you elect otherwise and your spouse consents by signing a waiver form in the presence of a notary public or Plan representative. If you are single or if your spouse consents to an alternative beneficiary, you may name your children, parents, brothers, sisters (in any combination) or your estate. If you name no beneficiary or if you name only an ineligible beneficiary, the benefit will be paid to your estate or paid in accordance with the law.

Your beneficiary must decide whether to receive payment of a lump sum death benefit from the Pension Fund or to request the Fund to make a full or partial direct rollover to an IRA or another qualified retirement plan. If the Pension Fund pays the benefit to the beneficiary, it is required by law to withhold 20% automatically for taxes. If the benefit is rolled over in a timely manner, taxes are deferred until your beneficiary receives payment from the IRA or other plan. The Fund will send more information about these choices when your beneficiary applies for benefits.

Your beneficiary may want to consult with a professional tax advisor before payment of a death benefit from the Plan is made.

Postretirement Death Benefit

If you retired under the Joint and 50%, 75%, or 100% Survivor Benefit option, your surviving spouse will receive monthly benefits equal to 50%, 75%, or 100% respectively, of the benefit you were receiving before your death.

If you retired under the Five Year Certain and Life Benefit option and did not receive a total of 60 monthly payments before your death, your beneficiary will receive the remaining number of payments until the number of payments that you received and the number of payments that your beneficiary received equals 60.

If you are single and did not choose the Five Year Certain and Life Benefit option, no additional payments will be made after your death.

Lump Sum Payment Option

If the monthly benefit that would otherwise be payable to you in any form is less than or equal to $50 per month, you can request to receive your benefit in a lump sum payment. If you are married, your spouse must also consent to this payment option and sign a waiver in the presence of a notary public or Plan representative

Qualified Domestic Relations Orders (QDRO)

Generally, your pension payments **cannot** be assigned, transferred, pledged, or attached by creditors. However, the Plan must honor the terms of any Qualified Domestic Relations Order (QDRO) issued by a court provided the terms of the Order meet the requirements and definitions of the Indiana Laborers Pension Fund Plan. For the purpose of the Plan, a QDRO is any judgment, order, decree or approval of a property settlement agreement made on the basis of a domestic relations law. The order may relate to child support, alimony or marital property rights to a spouse, former spouse, child or other dependent and may direct payment of all or a part of your pension benefit to another person.

Note that a QDRO cannot assign more than 100% of your accrued benefit to another person.

Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures governing the determination of QDROs from the Plan Administrator by writing to the Fund Office.

A Domestic Relations Order should be submitted to the Fund Office so that it can be reviewed to determine whether it is a 'qualified' order. If it is determined to be a qualified order, the benefit will be distributed according to the terms of the QDRO, provided that the QDRO does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided by the Plan; does not require the Plan to provide increased benefits; and does not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under a previous QDRO.

Working After Normal Retirement Age And Reemployment

Your benefits may be affected if you work past your Normal Retirement Age or if you are reemployed after your benefits begin. This section describes these rules and also lists responsibilities of both you and the Board of Trustees. It is very important that you read and understand this section because the following rules can affect how and when your benefits are paid.

In general, if you work past your Normal Retirement Age or are reemployed after benefits begin, benefits may be suspended during these times. In stopping or not paying your benefits, the Board of Trustees will comply with Department of Labor Regulations Section 2530.203-3.

If you work past your Normal Retirement Age for at least 40 hours a month in Related Employment, your benefits will not be paid until you actually retire or work less than 40 hours a month and make application for pension benefits.

If you are receiving any retirement benefits, and you are reemployed for at least 40 hours a month in Related Employment, your benefits will stop until you retire again or work less than 40 hours a month and again make application for pension benefits.

“Related Employment” means employment:

- In the same type of industry or business activity in which any Employer is engaged; and
- In the same trade or craft in which you worked at any time you were in covered Service (trade or craft means a skill that required a long training period or a supervisory, selling, or professional capacity related to that skill); and
- In the same geographic area covered by the Plan (which includes the state of Indiana and Henderson, Webster, Union, and Crittenden counties in Kentucky).

Notwithstanding the forgoing, employment with an Employer in a capacity not covered by any classification of the applicable collective bargaining agreement(s) shall be deemed not to be Related Employment.

“Hour” means each hour for which you are paid in Related Employment.

Your Responsibilities

It is your responsibility to notify the Board of Trustees:

- Any time you are working after your Normal Retirement Age;
- Any time you are working less than 40 hours a month (when the above applies).

Sometimes the Board of Trustees may require you to provide more information concerning your job. It is very important to notify the Board of Trustees because it affects **when** your benefits are paid and **how much** your benefits will be.

If you do **not** notify the Board of Trustees, then the Board of Trustees will **presume** that you are working at least 40 hours a month and will suspend your benefits.

If you ever wonder whether going back to work or continuing to work will cause your benefits to stop or not be paid, then you can ask the Board of Trustees for its decision by following the same procedures you would follow if you wanted an application reviewed. Those procedures are explained in the section "Applying for Benefits" on page 22.

Notices from the Board of Trustees

If your benefits stop or are not paid, you will receive a notice from the Board of Trustees by first class mail or personal delivery which explains the reasons why. If you disagree with those reasons, then you must follow the same procedures that you would follow if you wanted a claim reviewed. Those procedures are explained in the section "Applying for Benefits" on page 22.

How Benefits are Calculated

When benefits begin or start again, the first payment will include the regular monthly payment plus benefits for any missed months because you worked less than 40 hours. However, the first payment can be reduced (up to 100%) by payments you received for months when you worked 40 or more hours. Later payments can be reduced (up to 25%) for the same reason. You will begin receiving benefit payments the first day of the first month after you notify the Trustees that you are no longer working 40 or more hours a month and make application for your benefits. Thereafter, you will receive a benefit payment on the first of each month in the amount of your monthly benefit.

If you work past your Normal Retirement Age for less than 40 hours a month, but do not receive your benefits during that time, your Normal Retirement Benefits will be based on the formula for a Normal Retirement Benefit described on page 6. Your benefits will begin on the first of the month after you notify the Board of Trustees and make application for your benefits.

If you are re-employed after receiving retirement benefits, your benefit will be the total of the following parts when you terminate your Service again:

- The benefit you were receiving before you were reemployed; plus
- The benefit you earned while you were reemployed.

In addition, if you were working less than 40 hours a month, but did not receive your benefits for that period, you must notify the Board of Trustees and make another application for your benefits in order for your benefits to begin.

Circumstances That Could Affect Your Retirement Benefits

Under certain circumstances, your benefits under the Plan could be denied, reduced, or suspended:

- If you transfer to a job that is not covered under the Plan, you may be ineligible for additional contributions under the Plan, and this could affect part or all of your Plan benefit;
- If you become disabled, you accrue no additional Service or contributions under the Plan;
- If you continue working past your Normal Retirement Age, benefits will not begin until you actually retire and make application for benefits. If you return to related employment after you begin receiving benefits from the Plan, benefit payments may stop;
- If you terminate your Service before you have at least five years of Service, you will receive no vested benefits from the Plan;
- If the Plan should be terminated or become insolvent and your benefit is more than that guaranteed by the Pension Benefit Guaranty Corporation (PBGC), you may lose a part of your benefit;
- If you were covered under another laborers' pension plan, your benefits under this Plan could be affected as a result of a reciprocal agreement between this Plan and another plan;
- Your Plan benefits belong to you and may not be sold, assigned, transferred, pledged, or garnished, under most circumstances. However, if you become divorced or separated, certain court orders could require that part of your benefit be paid to someone else – your spouse or children, for example. This is known as a Qualified Domestic Relations Order. As soon as you're aware of any court proceedings which may affect your retirement benefit, contact the Fund Office;
- You may want to consult with a professional tax advisor before you take a payment of your benefit from the Plan;
- If you are unable to care for your own affairs, any payments due may be sent to someone who is authorized to conduct your affairs. This may be someone with Power of Attorney or a court-appointed guardian. In order to start payments, the Fund Office will need notarized copies of all applicable documents.
- By law, there are maximums on benefits that may be paid by the Plan.
- The Trustees may reduce, suspend or eliminate future accruals and certain ancillary benefits if they feel such action to be in the best interest of the Plan. You will be notified prior to any reduction in future accruals.
- If the Plan enters into critical status, as defined by the Pension Protection Act (PPA), or critical and declining status under the Multiemployer Pension Reform Act (MPRA), the Trustees may make additional modifications to past and future accruals that would not otherwise be allowed. You will be notified if the Plan enters into either status.

- If the Plan enters into critical status, as defined by the Pension Protection Act (PPA), or critical and declining status under the Multiemployer Pension Reform Act (MPRA), the Plan will be unable to make any lump sum payments until such time as the Plan is no longer considered critical or critical and declining.

No Implied Promises

Nothing in this booklet says or implies that participation in this Plan is a guarantee of continued employment with your Employer, nor is it a guarantee that benefits will remain unchanged in future years.

Administrative Information

Plan Sponsor and Administrator

The Plan is sponsored and administered by a Board of Trustees. The Board of Trustees is made up of representatives of both labor and management. The Board is the trustee of the Plan and is responsible for managing Plan assets. The Board is also responsible for interpreting Plan provisions and deciding such matters as eligibility, types of benefits, and administrative policies.

You can contact the Board of Trustees by writing to the Indiana Laborers Pension Fund, P. O. Box 1587, 413 Swan Street, Terre Haute, IN 47808, or by calling (812) 238-2551, or toll free at (800) 962-3158.

The Board has hired a salaried Administrative Manager to handle the day-to-day administration of the Plan in the Fund Office. Among other things, this Fund Office processes claims, makes benefit payments, answers Participants' questions, and maintains Plan records.

Employer Trustees

Employee Trustees

Administrative Office
Somer Taylor
Administrative Manager
Indiana Laborers Pension Fund
413 Swan Street
Terre Haute, IN 47807
(812) 238-2551
Toll Free: (800) 962-3158

Attorney
Richard J. Shagley, Esq.
Richard J. Shagley, II, Esq.
Wright, Shagley & Lowery, P.C.
500 West Ohio Street
Terre Haute, IN 47807

Benefits Consultant and Actuary
United Actuarial Services, Inc.
11590 N. Meridian Street, Suite 610
Carmel, IN 46032

Plan Name and Numbers
The official name of the Plan is the "Indiana Laborers Pension Fund." The Plan Number is 001. The Employer Identification Number, assigned by the Internal Revenue Service, is 35-6027150. Taken together, the Plan's name and number and the Employer Identification Number identify the Plan with the federal agencies governing employee benefit plan operation.

Type of Plan
The Plan is classified as a "defined benefit" Pension Plan. In general, this means benefits are calculated by a definite formula.

Fiscal Year
For record keeping purposes, the Plan Year and fiscal year begin on June 1 and end on May 31.

Agent for Service of Legal Process
Any legal process relating to the Plan should be delivered to the Board of Trustees, Indiana Laborers Pension Fund, 413 Swan Street, Terre Haute, IN 47807. Service may be made on the Board of Trustees collectively or on any individual Trustee.

Collective Bargaining Agreements
The Plan is maintained under collective bargaining agreements between the Laborers International Union of North America, State of Indiana District Council and participating contractor associations. You can get your own copy of a collective bargaining agreement by writing to the Pension Fund Office. You can also get a list of the Employers. You may review or request the collective bargaining agreements and a list of Employers at your Local Union Office.

Reciprocity

The Fund has reciprocity with other Funds through the Laborers International Union of North America Reciprocal Agreement. If you work under more than one Fund, your service may be recognized through reciprocity. The Pension Fund Office can tell you how your service is affected.

Administration

The Board of Trustees has the exclusive right and discretion to make any finding of fact necessary or appropriate for any purpose under the Plan, including:

- Determining eligibility for any benefit payable under the Plan; and/or

- Determining the amount of any benefit payable under the Plan.

The Board of Trustees also has the exclusive right and discretion to:

- Interpret the terms and provisions of the Plan;

- Determine any and all questions arising under the Plan or in connection with the administration of the Plan; and

- Remedy or resolve possible ambiguities, inconsistencies, or omissions.

The interpretations and determinations of the Board of Trustees will be final and binding unless a court of competent jurisdiction finds any of the Board's decisions to be arbitrary and capricious.

Funding Medium For The Accumulation of Plan Assets

All contributions and investment earnings are accumulated in a Trust Fund. Retirement benefits are paid directly from this Trust.

Venue

If, after following the claims and appeals procedures outlined beginning on page 22 of this booklet, you decide to file a lawsuit against the Plan, the Board of Trustees, or any other person connected with the Plan, you must file your lawsuit in United States District Court for the Southern District of Indiana (Terre Haute Division).

Trustees Discretion and Authority

The Trustees shall have full discretion and authority to interpret and apply provisions of the Plan and matters pertaining to its administration and their decisions thereon shall be final. Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

Plan Amendments And Termination Insurance

Plan Amendment and Termination

The Board of Trustees has the right to amend the Plan or to terminate the Plan, in whole or in part, in the event the Plan becomes insolvent. If amendments are made, you will be told about them.

In the event of termination of the Plan, benefits earned up to the date of Plan termination would be nonforfeitable to the extent they are funded. Assets in the Fund, after providing for the expenses of the Plan, would be used to pay Plan benefits to the extent they are sufficient. Each Employee will receive that part of the total remaining assets at the same ratio as his Employer Contributions to the aggregate amount of the Accumulated Employer Contributions of all Employees. No part of the assets shall be returned to any Employer or inure to the benefit of any Employer or Union.

Mergers, Consolidations, and Transfers

If the Plan is merged or consolidated with, or Plan assets transferred to another Plan, your benefit will be protected. Your benefit immediately after the merger, consolidation, or transfer will not be lower than the benefit accrued just before the merger, consolidation, or transfer.

Pension Insurance

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension agreement involving 2 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: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at: http://www.pbgc.gov.

Applying For Benefits

You apply for benefits on forms that are available from the Local Union Office or the Pension Fund Office. Applications can be received up to six months before the date that you would become eligible for your benefit. However, applications should be received by the Board of Trustees at least 60 days before you wish payments to begin. Your benefits will not begin until all of the information requested in the application packet is provided to the Board of Trustees and the Trustees approve your application.

All benefit payments will be made by direct deposit to your bank account. When applying for benefits, you must provide the necessary information to process your direct deposit payments. If you do not provide the necessary information, the Trustees will deny your application until the information is provided.

Reviewing Denied Applications (except for Disability Retirement Benefits)

If an application is denied, in whole or in part, you are entitled to a full and fair review. The steps in the reviewing process are outlined below.

When an application is denied, you will normally receive a written notification of a denial within 60 days after filing the application**.** If the application was for Disability Retirement Benefits, you will normally receive a written notification of a denial within 45 days after filing the application. The notice will explain:

- The reasons for the denial;
- The Plan provisions on which it is based;
- Any additional material or information needed to make the claim acceptable and the reason it is necessary; and
- The procedure for requesting a review.

Within 60 days after receiving the denial notice decision, if you wish to appeal the denial, you or your authorized representative must:

- Submit a written request to the Pension Fund Office, P. O. Box 1587, Terre Haute, IN 47808 for a review of the denial;
- Look at relevant documents; and
- Submit issues and comments.

A committee of at least two trustees will hold a hearing on your review request. You will be notified of the hearing and are entitled to be there and to present any evidence or argument on your behalf. The committee's written decision will be sent to you. If the Board of Trustees determines that special circumstances require an extension of time for the Board to act, it will so notify the claimant within 60 days of the receipt of the appeal. The Board may obtain one 60-day extension per appeal. However, if the appeal concerns Disability Retirement Benefits and the Board of Trustees determines that special circumstances require an extension of time for the Board to act, it will so notify the claimant within 45 days of the receipt of the appeal. The Board may obtain one 45-day extension per such appeal. In such case, for Disability Retirement Benefits claims, the Board may obtain two 30-day extensions.

If the committee cannot reach a decision, you will receive a notice from the committee. At that time the claim shall be transferred to the whole Board for review. The full Board of Trustees will hold a hearing on your appeal. Once again, you will be notified of the hearing and are entitled to be there and to present any evidence or argument. The Board's written decision will be sent to you within 45 days for appeals of Disability Retirement Benefits and within 60 days for all other appeals.

If the Board cannot reach a decision, you will receive a notice from the Board.

Within 60 days after receiving the Board's notice, if you are still dissatisfied with the benefit decision and wish further review, you may appeal your application to voluntary arbitration by filing a timely written appeal with the Administrative Manager. There are detailed provisions to appoint an arbitrator who is mutually agreeable to you and the Pension Fund. The expenses of arbitration will be shared equally by you and the Pension Fund.

Exhaustion of review before the Board, not including voluntary arbitration, is a prerequisite to filing suit in court.

Reviewing Denied Applications for Disability Retirement Benefits

You have 180 days from the date of denial if the denial for benefits you wish to appeal concerned Disability Retirement Benefits. If you wish to appeal such a denial, then, as with other benefit appeals, you or your authorized representative must:

- Submit a written request to the Pension Fund Office, P. O. Box 1587, Terre Haute, IN 47808 for a review of the denial;
- Look at relevant documents; and
- Submit issues and comments.

A committee of at least two Trustees will hold a hearing on your review request. You will be notified of the hearing and are entitled to be there and to present any evidence or argument on your behalf. The committee's written decision will be sent to you. If the Board of Trustees determines that special circumstances require an extension of time for the Board to act, it will so notify the claimant within 60 days of the receipt of the appeal. The Board may obtain up to two 30 day extensions per appeal. In certain cases the Board may obtain one 45-day extension.

If the committee cannot reach a decision, you will receive a notice from the committee. At that time the claim shall be transferred to the whole Board for review. The full Board of Trustees will hold a hearing on your appeal. Once again, you will be notified of the hearing and are entitled to be there and to present any evidence or argument. The Board's written decision will be sent to you within 45 days for appeals of Disability Retirement Benefits and within 60 days for all other appeals.

Within 60 days after receiving the Board's notice, if you are still dissatisfied with the benefit decision and wish further review, you may appeal your application to voluntary arbitration by filing a timely written appeal with the Administrative Manager. There are detailed provisions to appoint an arbitrator who is mutually agreeable to you and the Pension Fund. The expenses of arbitration will be shared equally by you and the Pension Fund.

Exhaustion of review before the Board, not including voluntary arbitration, is a prerequisite to filing suit in court.

Your ERISA Rights

As a Participant in the Indiana Laborers 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 shall be entitled to:

Receive Information About Your Plan and Benefits
Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual funding notice. The Plan Administrator is required by law to furnish each Participant with a copy of this notice.

Subject to limitation allowed by law, obtain a copy of any periodic actuarial report, a copy of any quarterly, semi-annual or annual financial report prepared by an investment advisor or other fiduciary or a copy of the application filed with the Secretary of Treasury requesting an extension of amortization periods under Section 304 of ERISA and the determination of such Secretary pursuant to such application. Requested reports must be in possession of the Plan for at least 30 days before the Plan Administrator is required to furnish the reports. These reports must be requested in writing and are not required to be given more than once every 12 months. The Plan Administrator may make a reasonable charge for the copies.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the 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 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 $200 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions
If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Documents Govern
This booklet is a plain language explanation of your Pension Plan. Every effort has been made to see that the information in this booklet is accurate and up to date as of June 30, 2016. However, should there be any disagreement between the information in this booklet, or information about this booklet from the Fund Office, and that in the official Plan Documents, the Plan Documents will govern.

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