

CONNECTICUT LABORERS' PENSION FUND

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CONNECTICUT LABORERS' PENSION PLAN

Dear Plan Participant:

We are pleased to present you with this updated Summary Plan Description (SPD), highlighting the benefits provided under the Connecticut Laborers' Pension Plan (the "Plan") on behalf of you and your eligible beneficiaries. Because the Plan can be a significant part of your future retirement income, we believe it is important that you and your family understand the Plan's benefits. For this reason, we have made every effort to explain the Plan in a concise, straightforward manner.

This SPD describes the most important features of your Plan, which apply if you retire or leave Covered Employment on or after January 1, 2014. It is important to remember when reading this SPD that the facts and circumstances of a particular situation must be considered in accordance with the provisions of the Plan in effect on the date you last earned Pension Credit. Those provisions may be different from the Plan presently in effect and described in this booklet.

This SPD describes the Plan's provisions in effect as of January 1, 2014 and later. The Plan Document contains the legal description of the Plan provisions. Nothing in this SPD is meant to interpret, extend, or change in any way the provisions expressed in the complete text of the Pension Plan as adopted by the Trustees. If inconsistencies arise between the content of the Plan Document and this SPD, the provisions of the Plan Document will prevail.

We urge you to read this SPD carefully and recommend that you keep it with your important papers, so that it will be readily available for future reference. If you have any questions or require any additional information regarding this Plan and how it affects your pension rights and benefits, you are encouraged to call or write the Fund Office for an explanation.

We hope that you will find this booklet helpful and that you and your family will enjoy the protection of the Plan for many years to come.

Sincerely,

BOARD OF TRUSTEES

Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. No Employer or Union representative, Fund Office employee or individual Trustee is authorized to interpret the Plan nor can any such person act as agent of the Board of Trustees. Your Pension Plan rights are governed by the Plan, as amended from time to time. The Board of Trustees has the sole authority to revise, construe and apply the provisions of the Plan Document and make decisions concerning your eligibility for, entitlement to, nature, amount, and duration of benefits. The Board of Trustees reserves the right to amend, modify, or discontinue all or part of the Plan whenever, in its judgment, conditions so warrant.

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PENSION PLAN TERMS

The following are general definitions of terms used in explaining the Plan.

Annuity Starting Date (Effective Date)

The Annuity Starting Date is the date your monthly retirement benefit is effective. Generally, the Annuity Starting Date is:

- The first day of the month after you have filed a complete application for benefits with the Fund Office and fulfilled all the requirements to be eligible to retire and receive a pension benefit; or
- If you are married, the first day of the month the Plan provides you and your spouse with detailed information concerning your benefit options, provided you and your spouse agree, in writing, to waive the 30-day waiting period concerning your benefit options.

Your Annuity Starting Date will not be later than your Required Beginning Date, as defined on page 58.

If you retire and earn additional benefit accruals under the Plan through reemployment, you will have a separate Annuity Starting Date with respect to those additional accruals.

Break in Service

A Break in Service occurs if you are not vested and you fail to complete 250 Hours of Service in any calendar year. There are exceptions to this rule, as explained in Section 3. Unless certain conditions are met, a Break in Service can cause the loss of previously earned Pension Credits. This is known as a permanent Break in Service. However, there are ways to repair a Break in Service before or after it becomes a permanent Break in Service. Detailed explanations of what causes a Break in Service, what can make it permanent, and how breaks can be repaired are explained in Section 3.

Collective Bargaining Agreement

A Collective Bargaining Agreement is any labor agreement, participation agreement, or other written agreement now or hereafter in effect, including any amendments, extensions, or renewals thereof, between a Contributing Employer and the Union wherein the employer is obligated to make contributions to the Pension Fund (the “Fund”).

Covered Employment

Covered Employment is the work you perform while employed by a contributing employer in a job classification covered by a Collective Bargaining Agreement, which requires contributions to be made to the Fund on your behalf. Covered

Employment also means any work that requires contributions to the Fund by an employer under a written agreement with the Fund.

Hours of Service

Hours of Service are hours you work or are paid for while employed as a laborer in Covered Employment, including hours of vacation, holidays, certain periods of military service, family leave and disability. Hours of Service are used to determine your eligibility to participate in the Plan and your Vesting Service.

Normal Retirement Age

Normal Retirement Age is the later of:

- Age 65; or
- The age at which you complete five years of continuous participation in the Plan without a permanent Break in Service.

Pension Credits

Pension Credits are the service credits you accumulate for the purpose of determining your eligibility for benefits under this Plan and the amount of such benefits.

“Past Service Pension Credits” are Pension Credits with respect to employment or Union membership prior to the Contribution Period (generally prior to April 1961).

“Future Service Pension Credits” are Pension Credits with respect to employment during the Contribution Period.

Plan Year

The Plan Year is the 12-month period beginning on each April 1.

Spouse or Qualified Spouse

A spouse is the person to whom you are legally married, as recognized by the State of Connecticut at the date of determination. A “Qualified Spouse” is defined on page 41. To the extent provided under a Qualified Domestic Relations Order, a spouse or qualified spouse includes any person to whom you were legally married at any time.

Trustees

The Trustees are the individuals that comprise the Board of Trustees (Trustees) of the Pension Fund who are appointed under the provisions of the Trust Agreement, and their duly appointed successors in trust.

Union

“Union” is the Connecticut Laborers’ District Council, the Laborers’ International Union of North America, AFL-CIO and/or any Local Union in the State of Connecticut affiliated with the Laborers’ International Union of North America, AFL-CIO, provided such Local Union is a party to or agrees to be bound by the Trust Agreement.

Year of Vesting Service

A Year of Vesting Service will be used solely to determine your Vested Status. You will receive a Year of Vesting Service for each calendar year you earn at least 1,000 Hours of Service.

Vested Status

Vested Status means that you have achieved a 100% non-forfeitable right to a retirement benefit. Ways you can achieve Vested Status are discussed in Section 6.

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ANSWERS TO COMMONLY ASKED QUESTIONS

1. How are benefits funded?

Benefits are funded by contributions to the Fund made by contributing employers in accordance with their Collective Bargaining Agreements with a participating Local Union and/or the Connecticut Laborers' District Council, along with investment earnings on the assets held by the Fund.

2. What is ERISA?

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that regulates pension plans, among other things. It became effective with respect to this Plan on April 1, 1976.

3. Who administers the Pension Plan?

The Plan is administered by a Board of Trustees (Trustees) consisting of an equal number of Union and Employer representatives, in accordance with the Agreement and Declaration of Trust ("Trust Agreement").

4. Who is covered by the Pension Plan?

The Pension Plan covers laborers who work under the terms of a Collective Bargaining Agreement (and such other written agreements as designated by the Trust Agreement) with a Local Union and/or District Council that have contributions made to the Fund on their behalf.

5. Do the pensions provided by this Plan affect Social Security benefits in any way?

No. The benefits payable under this Plan are in addition to benefits paid under Social Security.

6. Can I sell, assign, or pledge my rights to benefits?

No. Benefits cannot be sold, assigned, or pledged as a security for a loan or for any purpose. Furthermore, benefits are not subject to attachment or execution under any judgment decree of a court or otherwise except for a Qualified Domestic Relations Order and certain IRS actions.

7. Are Plan documents available to me?

Yes. Copies of the Agreement and Declaration of Trust ("Trust Agreement"), Plan document and amendments, Annual Funding Notices, Collective Bargaining Agreements, and a full annual report are available for inspection at the Fund Office during regular business hours. Upon request, these documents will be furnished by mail upon payment of reasonable photocopy charges. You should, therefore, find out what that charge would be before

writing and asking for copies of these documents. However, the Annual Funding Notice will be provided without charge.

8. After I apply for benefits, when is my pension payable?

Generally, provided you are eligible, your retirement benefits will become effective the first of the month following the month your application is received at the Fund Office unless you elect a later date. Disability Pensions typically have later effective dates (see pages 28 through 31). However, the latest your pension benefit can start is the April 1 after the calendar year in which you reach age 70½.

9. When may I obtain a statement of the Pension Credit and the benefits I have earned?

If you are an active laborer, each year the Fund Office will provide you with a statement indicating the number of Pension Credits that you have earned under the Plan. You can also request, in writing, that the Fund Office provide you with an estimate of your accrued pension benefits.

10. What happens if I am unable to manage my own affairs?

The Trustees may pay any benefits due you to your legal guardian or legal representative based on the proper submission of documentation that such individual has proper authority over your affairs.

11. Can I still get my entire pension if I move outside the United States?

Yes. Please notify the Fund Office before you move to assure the Fund has your full and correct mailing address. If you reside outside of the United States, there may be different tax treatment of your retirement benefits.

12. Can I change my beneficiary before I retire?

Yes. You may change your beneficiary before you retire. However, if you are married, your spouse's consent will be required. You may request a Beneficiary Card from the Fund Office.

13. Can I change my beneficiary after I retire?

Yes. You may change your beneficiary after you retire if you have elected to receive payment of your pension in either the form of a Five-Year Certain and Life Benefit or a Ten-Year Certain and Life Benefit. If you chose a Joint and Survivor form of monthly retirement payments, you may not change your beneficiary. However, if you are married, your spouse must consent to your designation of another person as your beneficiary. You may request a Beneficiary Card from the Fund Office.

14. Can I designate more than one person as beneficiary?

You may designate more than one person as your beneficiary. You will be required to indicate whether any benefits which may become payable should be paid in equal shares to several individuals (co-beneficiaries) or in a certain order (contingent beneficiaries). If you are married, your spouse's consent will be required.

15. Am I permitted to attend a meeting of the Trustees of the Connecticut Laborers' Pension Fund in connection with my application for benefits?

No. All applications are prepared by the staff at the Fund Office and reviewed by the Fund's Consultant with recommended action for the Trustees. Appeals made by laborers or their duly appointed representatives are to be made in writing, documenting any disagreement in the manner a participant's application was considered.

16. When am I eligible for a Vested Pension?

You become entitled to a Vested Pension if you have become vested prior to leaving Covered Employment by either accumulating five Years of Vesting Service (1,000 Hours of Service in a Plan Year) or attaining your Normal Retirement Age without incurring a Break in Service. A Vested Pension is payable at age 65 with five Years of Vesting Service or, if later, when you reach Normal Retirement Age (the later of age 65 or five years of non-forfeited participation in the Fund). A further explanation is provided on page 28.

17. When would I become eligible to retire on a Disability Pension?

You may retire on a Disability Pension upon filing an application for benefits provided:

- You have accrued at least five non-forfeited Pension Credits;
- You earned at least $\frac{1}{4}$ of a Pension Credit after January 1, 1989;
- You worked in Covered Employment (work for which contributions were required to be paid to the Fund) and earned at least $\frac{1}{4}$ of a Pension Credit (250 hours) in the calendar year you became disabled or in one of the two calendar years immediately preceding the calendar year in which you became disabled; and
- The Trustees deem you to be occupationally disabled or totally and permanently disabled. The Trustees, in making this determination, will rely on an independent physical examination and/or the award of Social Security Disability Benefits in connection with the Old Age and Survivors' Insurance coverage, and other requirements apply as outlined on page 32.

18. How is Occupationally Disabled defined?

You will be deemed “occupationally disabled” only if the Trustees, on the basis of independent satisfactory medical evidence, determine that you are wholly prevented, as a result of bodily injury or disease, from performing the duties of a laborer or any other occupation in the construction industry for wage or profit, except for such employment that is found by the Trustees to be only for the purpose of rehabilitation. The disability must be continuous for six months and must be expected to continue for the remainder of your life. Additional requirements are described on page 29).

19. How is Totally and Permanently Disabled defined?

You will be deemed “totally and permanently disabled” only if the Trustees, on the basis of independent satisfactory medical evidence or a Social Security Disability Benefit Award, determine that you are wholly prevented, as a result of bodily injury or disease, from engaging in any further gainful employment whatsoever, except for such employment that is found by the Trustees to be only for the purpose of rehabilitation. The disability must be continuous for six months and must be expected to continue for the remainder of your life. Additional requirements are described on page 31.

20. Can Pension Credit be lost or cancelled?

Yes--through a Break in Service. If you fail to earn at least one-quarter ($\frac{1}{4}$) of a Pension Credit (250 Hours of Service) in a calendar year before earning at least five Years of Vesting Service or five Pension Credits, you will incur a temporary Break in Service. If a temporary Break in Service becomes a permanent Break in Service, prior accumulated Pension Credit will be cancelled. Please refer to pages 11 and 12 for a further explanation. There are exceptions to the Break in Service rules, as described beginning on page 13.

21. Can a Break in Service be repaired?

Yes--if after incurring a temporary Break in Service you return to work in Covered Employment and in a calendar year reestablish yourself as a participant (1,000 hours in a calendar year). You must do so before the number of calendar years of your temporary Breaks in Service equals or exceeds five. An example is shown on page 12.

22. Are there any benefits for a surviving spouse if a laborer dies before retiring?

Yes. If a vested laborer dies prior to actual receipt of any retirement benefits, his surviving legal spouse, recognized by the State of Connecticut, may receive a monthly death benefit upon filling an application for benefits. This benefit is not payable if waived prior to death, and is subject to Qualified Domestic Relations Order (QDRO) in the event of a divorce (see page 49).

23. Are there any pre-retirement death benefits payable if a laborer dies before becoming vested?

Yes. A non-vested laborer, who has earned one-quarter ($\frac{1}{4}$) of a Pension Credit after January 1, 1988 and has earned one-quarter ($\frac{1}{4}$) of a Pension Credit during the calendar year of his death or the previous calendar year, will have \$1,000 payable to his named beneficiary multiplied by his accrued non-forfeited Pension Credit.

24. What is a Joint and Survivor Benefit?

A Joint and Survivor Benefit is a lifetime benefit provided to you and to your spouse after your death. Under this arrangement, the amount of the monthly benefit payable to you is reduced during your lifetime from what it would be if the pension were paid in the form of a Five-Year Certain and Life Pension. The amount of the reduction in your benefit depends on the difference between your age and your spouse's age. Since the reduction will vary from one case to another, the Fund Office will furnish you with the actual figures when you apply for a pension.

25. What happens under a Joint and Survivor form of benefit payment if my spouse pre-deceases me?

If you retire, are collecting a pension in the form of a Joint and Survivor Benefit, and your spouse dies before you do, your monthly benefit will "pop up" and revert back to the amount of a Five-Year Certain and Life Benefit on the first of the month following the Fund Office's receipt of a Certified Death Certificate.

26. Can I change my form of benefit after I retire?

No. Except for the "pop up" provisions under a Joint and Survivor Benefit, once payments begin, the form of payment cannot be changed.

27. Who can elect the 50% Joint and Survivor form of benefit payment?

If you are legally married when you retire, your benefit will automatically be paid in the form of a 50% Joint and Survivor Benefit, unless you and your spouse reject this form of payment before payments begin.

28. Are there any restrictions on the type of work a pensioner can do after retirement?

Yes. Pensioners (not collecting a Disability Pension) prior to age 65 must cease being employed or self-employed as a laborer in any business, whether union or non-union, within the states of Connecticut, Massachusetts, Rhode Island and New York. After age 65, you may return to work as a laborer without forfeiting or having your benefit suspended provided such employment is for no more than 40 hours per month.

29. What happens if a pensioner breaks these rules prior to age 65 by working after retirement?

If you decide to return to work after retirement, you must notify the Fund Office prior to engaging in such work. Your pension benefits will be suspended for any calendar month in which you work as a laborer in violation of the rules of the Plan and for an additional period of three months. Pension payments will not resume until you notify the Plan that you are no longer working in disqualifying employment. If you fail to give such notice, your benefits will be suspended for a period of an additional three months (a total suspension of six months), plus each month you work as a laborer in violation of Plan provisions.

30. Can I elect to have taxes withheld after my pension payments start?

Pension benefits are subject to Federal and State income taxes and may be subject to other taxes. The amounts payable under the Plan are before any deductions required by law and may not be the net amount receivable by the pensioner and/or his beneficiary. You may elect to have Federal and Connecticut State income taxes withheld from your pension payments. However, you will be required to complete a tax withholding election form. You may request a form from the Fund Office at any time during the year.

31. What do I need to do in order to include any Workers' Compensation benefit payments that I receive in my records, which should be considered for possible Pension Credit as a result of a work-related injury while employed in Covered Employment as a laborer?

If you receive Workers' Compensation benefit payments, in order for this time to be included in your records for consideration for possible Pension Credit, you must provide the Fund Office with documentation regarding the duration of benefit payments issued to you or any other payments awarded in connection with your injury (i.e., pay stubs, information from the insurance carrier, or the Workers' Compensation Commission Office).

32. Are my monthly pension payments sent directly to a bank for deposit into my account?

Yes, the policy of the Pension Fund is to transmit your monthly benefit payment directly to a bank for deposit into your account. When you accept the award of retirement benefits, the Fund Office will request that you provide the necessary banking information for direct deposit. This will assure the timely secure receipt of your monthly benefits. You must still notify the Fund Office when you have a change in address.

33. Will my monthly pension payments increase after retirement?

The Connecticut Laborers' Pension Plan does not contain any provisions for cost of living adjustment. Periodically, when financially permitted, the Board of Trustees have approved the issuance of a supplemental 13th check.

PARTICIPATION IN THE PLAN

Becoming a Participant

Initial eligibility to participate is not measured by employment in a calendar year. You become a participant in the Plan on the January 1 or July 1 after you earn 1,000 Hours of Service during a 12-consecutive-month period.

When Participation May End (Breaks in Service)

If you become unemployed or leave Covered Employment before you become eligible to receive a pension, you may incur a Break in Service and lose any previously credited Years of Vesting Service and Pension Credit you already earned. This does not apply if you are retired, or you have attained Vested Status, which makes you automatically eligible to receive a pension.

There are two types of Breaks in Service, a “one-year temporary Break in Service” and a “permanent Break in Service,” as explained in this section.

One-Year (Temporary) Break in Service

A one-year Break in Service occurs if you do not earn at least 250 Hours of Service during any calendar year.

A one-year Break in Service can be repaired, however:

- If you work at least 250 hours in Covered Employment in a calendar year that begins after the calendar year in which your one-year Break in Service occurs, that calendar year will not be counted towards determining a permanent Break in Service; and
- If you earn one Year of Vesting Service (work 1,000 Hours of Service during a calendar year) before incurring a Permanent Break in Service, your previously earned Years of Vesting Service and Pension Credits will be restored. Refer to the section entitled “*Determining Your Pension Credit*” for information on Pension Credit.

Example:

Mike became a participant on January 1, 2005 and had the following work history:

Year	Hours of Covered Employment	Pension Credit(s)	Years of Vesting Service	One-Year Break in Service
2005	1,500	1	1	No
2006	1,000	1	1	No
2007	800	$\frac{3}{4}$	0	No
2008	800	$\frac{3}{4}$	0	No
2009	700	$\frac{1}{2}$	0	No
2010	200	0	0	Yes
2011	250	$\frac{1}{4}$	0	No
2012	1,000	<u>1</u>	<u>1</u>	<u>Reinstated</u>
	Totals	5$\frac{1}{4}$	3	

Mike had a one-year Break in Service in 2010. However, because he returned to Covered Employment and worked at least 1,000 hours in 2012, Mike's participation in the Plan was reinstated. In addition, since he worked at least 1,000 hours in a calendar year after 2010, but before incurring a permanent Break in Service, his Pension Credits and Years of Vesting Service were not forfeited.

Permanent Break in Service

A one-year (temporary) Break in Service will become a permanent Break in Service if you do not earn one Year of Vesting Service (earn 1,000 Hours of Service during a calendar year) before incurring five one-year temporary Breaks in Service.

Example #1:

Frank earned 1½ Pension Credits and one Year of Vesting Service during his first two years of Plan participation (in 2005 and 2006). He left Covered Employment for four years (2007 through 2010). Frank returned to Covered Employment in 2011 and worked over 1,000 hours during that year. Since Frank had less than five one-year Breaks in Service, he did not have a permanent Break in Service. His participation in the Plan was reinstated upon working 1,000 hours in 2011 and his previously earned Pension Credit and Year of Vesting Service were not forfeited.

Example #2:

Brian earned two Pension Credits and two Years of Vesting Service during his first two years of Plan participation (in 2005 and 2006). However, Brian worked less than 250 hours in Covered Employment in 2007 and his participation in the Plan was cancelled on December 31, 2007. Subsequently, Brian left Covered Employment and did not work in 2008 through 2011. Therefore, as of January 1, 2012, Brian had five one-year Breaks in Service. As a result, he incurred a permanent Break in Service and lost the Pension Credits and Years of Vesting Service he earned in 2005 and 2006. If Brian returns to work in Covered Employment, he will have to work at least 1,000 hours in Covered Employment in order to be reinstated as a participant in the Plan.

In addition, while Vesting Service alone is not used to determinate your participation in the Plan, it is used to determine your right to receive a retirement benefit and whether or not you incur a permanent Break in Service. If you accumulate less than five Years of Vesting Service, a permanent Break in Service will occur as of the last day of the calendar year in which your number of one-year temporary Breaks in Service equals five.

After January 1, 1999, a permanent Break in Service will not occur if you have earned five Years of Vesting Service before that date.

If you have not achieved Vested Status and you incur a permanent Break in Service, your previous Pension Credits, Years of Vesting Service, and participation in the Plan are cancelled. Refer to Section 6 for more information regarding Vested Status.

Exceptions to the Break in Service Rules

There are exceptions to the Break in Service rules, as shown below:

If you earn Related Pension Credit

If you work in another jurisdiction for an employer that is signatory to the Laborers International Union of North America (LIUNA) National Reciprocal Agreement, and bound by the pro rata provisions, the period that you earn Pension Credit in that other jurisdiction will not be considered in determining whether you have incurred a Break in Service. Refer to the information on page 16, as well as the information pertaining to Partial Pensions on pages 32 and 33 for more information on reciprocal agreements. You may contact the Fund Office to get a list of the jurisdictions bound by the Partial Pension provisions of the LIUNA National Reciprocal Agreement.

If you become vested during a temporary Break in Service

If during a temporary Break in Service period you accrue additional Pension Credit sufficient to attain Vested Status (as explained on page 23), it will override your Break in Service.

Family and Medical Leave Act

Contact the Fund Office if you have been granted family and medical leave by your employer to determine if you qualify for hours of service for some or all of the leave time.

Reinstatement of Plan Participation

If you incur a temporary Break in Service and you lose your status as a participant in the Plan, you can be reinstated in the Plan and again become a participant if you work at least 250 Hours in Covered Employment in a calendar year that begins *after* the calendar year in which you incurred the temporary Break in Service. If you meet this requirement, your participation will be retroactive to the date of your rehire.

In addition, if you have accrued at least one-quarter ($\frac{1}{4}$) of a Pension Credit since January 1, 1988 by working in Covered Employment and you have achieved Vested Status, you can repair a previous Break in Service, restore previously forfeited Pension Credits, and override the Plan's Benefit Limitation provisions, by either:

- Accruing one Pension Credit in each of five consecutive calendar years (by working in Covered Employment or by hours credited for disability); or
- Earning at least one-quarter ($\frac{1}{4}$) of a Pension Credit in each of 10 consecutive calendar years following your period of absence.

HOURS OF SERVICE

For purposes of determining eligibility for participation and Vesting Service only, Hours of Service will be credited for the time you work in Covered Employment, and for the following:

- **Vacations, holidays, disability, or other absences paid for by a Contributing Employer**, including disability covered by the state's Workers' Compensation Law. A lump sum paid for total disability will be converted into credited time on the basis of the standard rate of pay set forth in the Collective Bargaining Agreement immediately prior to your disability. In no event will you receive credit for compensated hours more than once under the Plan. Workers' Compensation time, up to a maximum of 52 weeks, is also recognized when granting Pension Credit.
- **Periods of military service.** If you are absent from Covered Employment due to military service and you are entitled to reemployment rights under the Uniform Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA"), upon your return to Covered Employment:
 - You will not be treated as having incurred a Break in Service due to your service in the military;
 - The period you served in the military will constitute work in Covered Employment for the purpose of determining Vesting Service; and
 - The Plan will credit you with Pension Credit based on what you would have earned had you not been in the military.
 - The maximum period of military service that will be recognized by the Plan is five years.

When you return to work in Covered Employment after your military service, pursuant to USERRA, your employer should provide the Fund Office with written notice of your reemployment within 30 days after the date of your reemployment. You should notify your reemploying employer and the Fund Office that you have returned to work in Covered Employment. You should also provide the Fund Office 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.

These provisions apply whether you are reemployed by your pre-military service employer or by a different employer that contributes to the Pension Fund. The Trustees will provide benefits according to the provisions of USERRA.

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). Refer to page 18 for information on how you earn Pension Credit while engaged in military service.

- **Any period in which you earn hours of service while working under the jurisdiction of another Laborers' International Union plan**, provided such plan is a party to the LIUNA National Reciprocal Agreement. In the case of a reciprocal agreement requiring the transfer of contributions ("Money-Follows-The-Man" reciprocity), the Fund will only credit Hours of Service and Pension Credit to you for which contributions are received by the Fund for such hours under the terms of a reciprocal agreement with another fund. Any Hours of Service credited to you under this Plan that the Fund transfers to another fund will not be considered Hours of Service under this Plan.
- **Hours for which back pay, irrespective of mitigation of damages, have been either awarded or agreed to by a Contributing Employer.** Such hours will be credited for the period or periods to which the award or agreement pertains rather than the period in which the award, agreement or payment is made.
- **Hours worked in contiguous service** for a Contributing Employer in non-covered employment. The Fund recognizes hours you worked for an employer before that employer became a Contributing Employer or after you cease working in Covered Employment but continue to work for that employer in another capacity. This is called "**contiguous service.**" Such service does not count as Pension Credit and is not used to calculate your benefit at retirement.

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DETERMINING YOUR PENSION CREDIT

If you have worked in Covered Employment for an extended period of time and you are leaving without definite plans to return in the near future, you *may* be vested and entitled to a pension payable when you reach retirement age. You will be furnished with a statement of your projected accrued benefit at Normal Retirement Age (generally age 65). The Fund will also file a notice with the government so that the Social Security Administration can remind you of your pension rights when you apply for Social Security Benefits.

Types of Pension Credits

The amount of your pension is determined, in part, by the number of Pension Credits you earn while you are working in Covered Employment. There are two types of Pension Credit you may earn.

- *Past Service Pension Credit* for work prior to the Contribution Period (generally, prior to 1961)
- *Future Service Pension Credit* for work during the Contribution Period

Past Service Pension Credit

If you worked as a laborer prior to 1961, contact the Fund Office as you may be eligible for Past Service Pension Credit.

Future Service Pension Credit (During the Contribution Period)

The amount of Future Service Pension Credit you earn is generally determined by the number of hours you work in Covered Employment each calendar year, but can include hours credited for other reasons as shown on page 15. Future Service Pension Credit is earned as follows:

Hours Worked in Covered Employment During A Calendar Year	Quarters of Future Service Pension Credit(s)
Less than 250	None (0)
250 but less than 500	One-quarter ($\frac{1}{4}$)
500 but less than 750	One-half ($\frac{1}{2}$)
750 but less than 1,000	Three-quarters ($\frac{3}{4}$)
1,000 or more	One (1) full pension credit

You will receive a quarterly statement of your hours reported to the Fund each month as well as the contributing employer you worked for. ***It is your responsibility to review these statements to ensure that you are credited with all hours worked in Covered Employment. It is important that you advise the Fund Office of any discrepancies when they occur and not wait until you retire.*** The

more time has elapsed, the more difficult it becomes for you and the Fund Office to obtain the records or documents necessary to resolve any discrepancies.

Future Service Pension Credit for Periods of Absence

Generally, you do not receive Pension Credit for periods of absence from Covered Employment either before or during the Contribution Period. However, if you are absent from Covered Employment because you are engaged in military service or you are disabled and unable to work, the period of absence is treated as if you are working in Covered Employment and you will receive Pension Credit subject to the limitations described in this Summary Plan Description if you:

- Have satisfied the participation requirements in Section 3;
- Have not incurred a temporary Break in Service immediately before the period of absence; and
- Have not received pension benefits for the period of absence.

Military Service

You will receive up to and no more than one Pension Credit in any one calendar year for active duty service you perform in the Armed Forces of the United States. You will not be awarded more than five Pension Credits for military service.

In order to receive Pension Credit, you must be actively employed by a Contributing Employer immediately prior to the military service. In addition, you cannot serve more than five years (consecutively or individually) in the military and you must meet the following conditions:

- You must separate from active duty under conditions other than a dishonorable discharge; and
- You must return to or make yourself available for work in Covered Employment within the period established by law after release from active duty, or within 90 days after you recover from a disability incurred while you were in active duty.

You will receive Pension Credit based on the standard number of hours in a normal straight-time workweek provided by the Collective Bargaining Agreement under which you work at the time your military service begins. You will receive Pension Credit for each full week during any part of which you are in military service.

If you die while performing “qualified military service” as that term is defined in the Heroes Earnings Assistance and Relief Act of 2008 (HEART Act), you will be treated as being reemployed and then dying for purposes of determining your eligibility for any death or survivor benefits that are available when and if you die while an active employee of a Contributing Employer.

You should notify the Fund Office whenever you serve in the military to ensure you receive any Pension Credit you may be entitled to.

Disability

If you become disabled and are prevented from working in Covered Employment as a result of that disability, you will be granted Pension Credit as follows:

- You will receive Pension Credit for a period that you receive Weekly Accident and Sickness Benefits under the Connecticut Laborers' Health Fund. Pension Credit will not be given for more than 26 weeks for any such disability.
- You will receive Pension Credit if you become totally disabled or incapacitated due to an injury sustained while working in Covered Employment and you are compensated under a Workers' Compensation Law. You will not receive more than 52 weeks for any such disability or incapacity unless you return to work in Covered Employment and earn at least ¼ of a Pension Credit (250 hours) in a calendar year between the dates of your injury(s) or reinjury(ies). Hours for periods of Workers' Compensation will be credited from the initial date of your injury. Hours credited for subsequent periods of disability attributable to the same and/or initial injury will be applied consecutively to any remaining periods, subject to the same maximum.

You will receive Pension Credit based on the standard number of hours in a normal straight-time workweek provided by the Collective Bargaining Agreement under which you work at the time your absence begins or your injury occurs, regardless of when Workers' Compensation payments are made. You will receive Pension Credit for each full week during any part of which you are totally disabled. For periods of Workers' Compensation and Weekly Accident and Sickness Benefits, Pension Credit will be applied beginning with the initial date of your injury.

Future Service Pension Credit Earned Under "Money-Follows-The-Man" Reciprocity

The Trustees have entered into reciprocal agreements with other laborers' pension funds. These agreements allow you to qualify for a pension for which you would not otherwise qualify or to receive higher benefits than you would otherwise receive.

Under a "Money-Follows-The-Man" reciprocity agreement, if you work for an employer who is signatory in the jurisdiction of another laborers' pension fund outside the State of Connecticut and that laborers' pension fund has a signed reciprocal agreement with the Connecticut Laborers' Pension Fund, you can have the contributions for your work outside the State of Connecticut sent back to the Connecticut Laborers' Pension Fund. Future Service Pension Credit under the Plan is based only on the contributions transferred to the Connecticut Laborers' Pension Fund.

If you have worked, or plan to work, under the jurisdiction of another pension plan, call or write the Fund Office for more information.

Dispute of Future Service Pension Credit

Notify the Fund Office any time you believe hours have not been reported by your employer on your behalf. If you dispute the hours credited on your behalf, or if your employer, who is obligated to do so, fails to make the required contributions to the Fund on your behalf, you will be granted Future Service Pension Credit for work in Covered Employment when reasonable evidence is submitted and approved by the Trustees supporting your work in Covered Employment. Reasonable evidence includes, but is not limited to, pay stubs, W-2 forms, or Social Security records.

Bank of Hours

If, during a calendar year after 1985, you work more than the following specified number of hours for which contributions are received by the Fund, any excess hours are credited to your Bank of Hours and used when you retire to fill in years when you did not earn one full Pension Credit (known as a “short year”):

- If you work (or worked) more than 1,600 hours in Covered Employment in a calendar year after 1985, any hours in excess of the 1,600 are credited to your Bank of Hours.
- If you accrue 35 or more Pension Credits after January 1, 1961, any hours you work in excess of 1,000 hours in Covered Employment in a calendar year are credited to your Bank of Hours, beginning the calendar year following the year in which you accrue the 35 Pension Credits.

Rules Governing the Bank of Hours

The following rules apply to the crediting of hours to your Bank of Hours:

- Only hours earned after January 1, 1986 in excess of 1,600 (or 1,000 if you have accrued 35 Pension Credits) are credited to your bank. Banked hours only apply to participants that retired on and after January 1, 1996.
- You must be vested before your Bank of Hours can be applied to a short year.
- Hours are only applied to short years in which you earned at least $\frac{1}{4}$ Future Service Pension Credit.
- Hours cannot be applied to more than three short years for your initial retirement and subsequent retirement combined.
- Hours are only applied in a manner that provides you with the greatest monthly benefit while using the least number of banked hours.
- Any hours not used in the calculation of your pension at retirement are converted to a lump-sum cash benefit or additional monthly benefit.

- Hours cannot be used to establish participation, Years of Vesting Service, or to prevent a Break in Service.
- With the exception of a Service Pension, banked hours cannot be used to establish eligibility for a pension.

Example:

Assume Joseph became a participant in the Plan in 1998 and his work history is as follows:

Year	Hours Worked	Pension Credit	Banked Hours	Applied Bank Hours	Pension Credit with Banked Hours
1998	1,200	1	0	0	1
1999	1,400	1	0	0	1
2000	900	$\frac{3}{4}$	0	100	1
2001	200	0	0	0	0
2002	2,000	1	400	0	1
2003	2,200	1	600	0	1
2004	1,300	1	0	0	1
2005	1,000	1	0	0	1
2006	600	$\frac{1}{2}$	0	400	1
2007	1,800	1	200	0	1
2008	1,900	1	300	0	1
2009	1,200	1	0	0	1
2010	900	$\frac{3}{4}$	0	100	1
2011	2,000	1	400	0	1
2012	2,000	1	400	0	1
2013	1,200	1	0	0	1
	Totals	14	2,300	600	15

In this example, Joseph has 14 Future Service Pension Credits and 2,300 hours in his Bank of Hours. When he retires, his Bank of Hours will be applied to years 2000, 2006, and 2010 so he can be credited with one full Pension Credit in those years. The Bank of Hours cannot be applied to the 2001 year because Joseph did not earn $\frac{1}{4}$ of a Pension Credit. Also, Bank of Hours cannot be applied to more than three short years. Once Joseph's banked hours are applied, he will have 1,700 hours left in his Bank of Hours ($2,300 - 600 = 1,700$). While he works in Covered Employment, he may continue to accumulate hours in his Bank of Hours, if, during a calendar year, he works more than 1,600 hours.

Unused Bank of Hours

If you are vested, after your pension amount is determined any unused hours in your Bank of Hours when you retire are paid to you as a lump sum cash benefit or an additional monthly benefit, provided you earn one Pension Credit after January 1, 1995, exclusive of the banking provisions.

The remaining hours in your Bank of Hours will have a value of \$2 each.

You have the option of having the amount paid as a lump sum or you have the option to convert the lump sum dollar amount into a monthly benefit that may be actuarially adjusted based on the form of pension you elect. Note that if you are married, your spouse must consent to a lump sum payment of this benefit.

Example:

You retire on a Service Pension at age 52 and you have 1,700 hours remaining in your Bank of Hours that were not used to fill in short years. The remaining hours will be converted to a dollar figure (1,700 hours x \$2.00 = \$3,400). You have the option to convert this lump sum payment of \$3,400 to an additional monthly benefit, which will be actuarially determined based on your age (or your age and your spouse's age) and the interest rates in effect when you retire.

If you die before retirement, any hours in your Bank of Hours will be applied to short years to increase the amount of the monthly Pre-Retirement Death Benefit or Pre-Retirement 50% Joint and Survivor Benefit payable to your beneficiary. Any hours in your bank left over after automatically being applied to short years will only be used to increase the monthly amount of the Pre-Retirement Death Benefit or Pre-Retirement 50% Joint and Survivor Benefit. It will not be payable as a lump sum.

When you submit an application for benefits, the Fund Office will advise you of your Bank of Hours options of a lump sum or additional monthly pension benefit.

If you return to Covered Employment after you retire, and earn additional hours in your bank, those hours may not be used to increase the pension payable under your previous retirement, but will be considered a new benefit subject to all the provisions of the Plan.

ATTAINING VESTED STATUS

There are differing vesting requirements, which depend upon when you last earned Pension Credit or when you incurred a Break in Service.

Collectively bargained employees who earn an Hour of Service on or after January 1, 1999, and who were not in temporary Break in Service status as of January 1, 1999, become vested (or achieve Vested Status) upon accumulating at least five Years of Vesting Service, if none of the Years of Vesting Service have been cancelled by a permanent Break in Service.

The term “vested” means that all non-forfeited Pension Credits previously earned by you cannot be canceled. If you reach Normal Retirement Age (as defined on page 2) and you are an active participant with at least five years of non-forfeited participation in the Plan, you become vested, regardless of your Years of Vesting Service.

Years of Vesting Service

Years of Vesting Service is another measure of your service recognized by the Plan and is used to determine your Vesting Status, that is, your right to a non-forfeitable pension. Vesting Service differs from Pension Credit in two respects: (1) it is only recognized in full years, and (2) it is only used to establish your Vesting Status.

- Your number of Years of Vesting Service will be equal to your Combined Pension Credits; or, if higher
- The number of calendar years in which you earn at least 1,000 Hours of Service.

If you complete at least 1,000 Hours of Service during your first year of Covered Employment, or your first year of Covered Employment following a Break in Service, but you fail to complete at least 1,000 Hours of Service in either of the calendar years that overlap your first year in Covered Employment, you will receive one Year of Vesting Service for your first year in Covered Employment.

Hours of Service in contiguous non-Covered Employment immediately preceding or immediately following work in Covered Employment for the same Contributing Employer will also be counted toward Hours of Service for Vesting Service purposes.

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7**TYPES OF PENSIONS AVAILABLE**

The Plan offers different types of pensions depending on your age, service, and other factors. Each type of pension has its own eligibility and service requirements and may provide different levels of benefits. If you are eligible for more than one type of pension under this Plan, you will be entitled to elect the type of pension you want to receive.

In addition to the different types of pensions you may be eligible to receive, there are several forms of benefit payment offered by the Plan. These payment options, further described in Section 8, can affect the amount of your monthly benefit.

For single participants, the normal form of benefit payment for all types of pensions under the Plan is a Five-Year Certain and Life Benefit. If you are married, the normal form of benefit payment is a 50% Joint and Survivor Benefit, which is described in Section 8. The Joint and Survivor form of benefit payment was previously referred to as a Husband and Wife form of payment.

All examples, illustrations and estimates used in this Section present monthly benefit amounts before adjustment for an alternative form of payment, i.e., Joint and Survivor or Ten-Year Certain and Life Benefit. All calculations assume all of your accrued Pension Credit qualifies for the current Benefit Accrual Rate and the pension is paid in the form of a Five-Year Certain and Life Benefit. Refer to page 75 for information regarding different Benefit Accrual Rates.

Note that all pension amounts, if not already a multiple of 50 cents (\$0.50) are rounded to the next highest multiple of 50 cents.

Regular Pension**Eligibility**

You may retire on a Regular Pension on the first day of any month after you reach Normal Retirement Age (age 65 or, if later, the age at which you complete five years of non-forfeited participation in the Plan) and you file an application for benefits with the Trustees for approval.

Amount of a Regular Pension

If when you retire you have accrued at least one Pension Credit (exclusive of the Bank of Hours) after January 1, 2007, the monthly amount of your Regular Pension will be determined by multiplying your Pension Credit by the applicable Benefit Accrual Rate.

For benefits payable in the form of a Five-Year Certain and Life Benefit, the current Benefit Accrual Rate is \$77 per month for each non-forfeited Pension Credit you accrue, not to exceed the greater of:

- A maximum of 25 Pension Credits consisting of both Past Service Pension Credits and Future Service Pension Credits; or
- A maximum of 35 Future Service Pension Credits.

Example:

Assume Martin retires on March 1, 2014 at age 65, with 27 Future Service Pension Credits, at least one of which he earned after January 1, 2007. The monthly amount of his Regular Pension benefit would be calculated as follows:

*27 (Future Service Pension Credits) x \$77 (Benefit Accrual Rate) = **\$2,079 per month***

Note that benefits payable in the form of a 50% Joint and Survivor Benefit, Ten-Year Certain and Life Benefit, or 75% Joint and Survivor Benefit are determined using an amount that is actuarially equivalent to the Five-Year Certain and Life Benefit form, as explained later in this booklet.

Service Pension

Eligibility

You may retire on a Service Pension on the first day of any month after you accrue 30 non-forfeited Pension Credits, inclusive of banked hours. You must file an application for benefits with the Trustees for approval.

Amount of a Service Pension

The advantage of retiring on a Service Pension is that you can retire before age 65 without a reduction in your monthly pension for early retirement. Your Service Pension is calculated in the same manner as a Regular Pension.

Example:

If Larry began working in Covered Employment at age 22 and worked continuously for 30 years, earning one Future Service Pension Credit each year (including one after January 1, 2007), he would be able to retire as early as age 52 on a Service Pension because he would have 30 Pension Credits.

*Larry would receive a monthly Service Pension benefit of **\$2,310** (30 x \$77 Benefit Accrual Rate). His benefit would not be reduced because of his age.*

Early Retirement Pension

Eligibility

You may retire on an Early Retirement Pension on the first day of any month after you reach age 55, provided you have earned 10 or more non-forfeited Pension Credits (excluding the application of banked hours). You must file an application for benefits with the Trustees for approval.

Amount of an Early Retirement Pension

It is important to note that if you choose to retire on an Early Retirement Pension, the amount of your monthly benefit will be less than your monthly benefit under a Regular Pension. When you retire early, your benefit is reduced because you are younger when your monthly pension payments begin (instead of age 65) and you would be expected to receive a greater number of monthly payments during your lifetime. Depending on your age when you retire, your pension will be reduced as follows if you have accrued $\frac{1}{4}$ of a Pension Credit as of January 1, 1985:

- By $\frac{1}{2}$ of 1% (.005) for each month that benefits begin before you turn age 60; **plus**
- By $\frac{1}{4}$ of 1% (.0025) for each month that benefits are paid after you turn age 60 up until you turn age 65.

Example #1:

George retires on March 1, 2014 at age 58 with 27 Future Service Pension Credits, at least one of which he earned after January 1, 2007. If George were age 65, his monthly benefit would be \$2,079 per month (27 x \$77). However, because he is younger than age 60, two early retirement reduction factors will be applied to reduce his benefit amount.

*Step 1: The **first factor** is determined by the number of months George is younger than age 60 at retirement. At age 58, he is 24 months younger than age 60. A reduction is made of $\frac{1}{2}$ of 1% (.005) for each month George is younger than age 60, which equals .12 (24 x .005, or 12%).*

*Step 2: The **second factor** is determined by multiplying the number of months from age 60 to age 65 (60 months) by the reduction factor of $\frac{1}{4}$ of 1% (.0025) which equals .15 (60 x .0025, or 15%).*

Step 3: Both reduction factors are added together and equal .27 (12% + 15% = 27%).

George's monthly benefit would be reduced by \$561.33 a month (\$2,079 x .27 = \$561.33).

*George's monthly Early Retirement Pension benefit would be **\$1,518.00** (\$2,079 - \$561.33 = \$1,517.67, then rounded to \$1,518.00).*

Example #2:

Scott retires on March 1, 2014 at age 62 with 27 Future Service Pension Credits, at least one of which he earned after January 1, 2007. If Scott were age 65, his monthly benefit would be \$2,079 per month. However, since Scott is age 62 (older than age 60 but 36 months younger than age 65) the reduction in his monthly benefit is $\frac{1}{4}$ of 1% (.0025) for each month he is younger than age 65.

Scott's monthly benefit would be reduced by \$187.11 a month (36 months \times .0025 = .09; $\$2,079 \times .09 = \187.11).

Scott's monthly Early Retirement Pension benefit would be **\$1,892.00** ($\$2,079 - \$187.11 = \$1,891.89$, then rounded to \$1,892.00).

Vested Pension

Eligibility

You are entitled to receive a Vested Pension once you achieve Vested Status and attain age 65 or later. If you are a collectively bargained employee who has earned an Hour of Service on or after January 1, 1999, and not in temporary Break in Service status on January 1, 1999, you become vested (or achieve Vested Status) upon accumulating at least five Years of Vesting Service, none of which have been cancelled by a permanent Break in Service.

Amount of a Vested Pension

A Vested Pension is calculated in the same manner as a Regular Pension.

Disability Pension

If you become disabled, you may be entitled to a Disability Pension. Once you are no longer disabled, you may re-enter Covered Employment and immediately resume accruing Pension Credits.

The Plan provides two different Disability Pensions: an Occupational Disability Pension and a Total and Permanent Disability Pension. The differences between an Occupational Disability Pension and a Total and Permanent Disability Pension are the eligibility requirements regarding the nature and severity of your disability and the amount of the monthly disability pension.

Eligibility

In order to qualify for either form of Disability Pension, you must meet all of the following requirements:

- You must have accrued at least five non-forfeited Pension Credits;

- You must have earned at least $\frac{1}{4}$ of a Pension Credit on or after January 1, 1989;
- You are determined to be either occupationally disabled or totally and permanently disabled by the Trustees;
- Your disability has continued for six months and is expected to continue for the rest of your life; and
- You have worked in Covered Employment and earned at least $\frac{1}{4}$ of a Future Service Pension Credit in either the calendar year your disability was incurred or in at least one of the two consecutive calendar years immediately preceding the calendar year in which your disability was incurred.

You will not receive Pension Credit for periods during which you receive Disability Pension benefits.

If you retire on an Early Retirement Pension and you are receiving benefits, and you subsequently become disabled or make a claim that you suffered a disability before your pension benefits began, you will not be eligible to receive a Disability Pension unless you return to work in Covered Employment, accrue at least one Pension Credit, and became disabled after you return.

Occupational Disability Pension

You are considered to be occupationally disabled under this Plan if the Trustees, in their discretion, determine on the basis of medical evidence that:

- You are wholly prevented, as a result of bodily injury or disease, from engaging in or performing the duties of a laborer or any other occupation in the construction industry for remuneration or profit, except for employment found by the Trustees to be for the purpose of rehabilitation;
- Your disability has existed for six months and is expected to be permanent and continuous for the remainder of your life; and
- Your occupational disability is not, directly or indirectly, the result of **or** does not consist of:
 - Military service for any country (land, sea or air), unless you returned to work in Covered Employment and earned at least five Pension Credits after your discharge from such military service prior to filing an application for a Disability Pension;
 - Engagement in a felonious criminal enterprise;
 - An injury sustained while you worked for someone other than a Contributing Employer, except for a signatory employer to another LIUNA recognized pension plan;
 - The use of illegal drugs; or
 - An intentionally self-inflicted injury.

Amount of an Occupational Disability Pension

An Occupational Disability Pension is payable in the form of a Five-Year Certain and Life Benefit (refer to page 37), or an actuarially equivalent amount if paid in the form of a Joint and Survivor Benefit (refer to pages 39 through 43), or as a Ten-Year Certain and Life Benefit (refer to pages 38 and 39).

If you become disabled before turning age 55, your monthly Occupational Disability Pension benefit will be equal to 55% of the monthly amount you would receive if you were retiring on a Regular Pension, which would be determined on the basis of the number of Pension Credits you accrued prior to your disability and the Benefit Accrual Rate in effect at that time (refer to page 26 to see how a Regular Pension is calculated). In order for your Occupational Disability Pension to be determined in this manner, you must accrue one-quarter ($\frac{1}{4}$) of a Pension Credit after January 1, 1985.

Example:

*When Ted became disabled before age 55, he was eligible for a monthly Regular Pension benefit in the amount of \$2,079. His Occupational Disability Pension benefit would be **\$1,143.50** ($\$2,079 \times .55 = \$1,143.45$, which is then rounded to \$1,143.50).*

If you become disabled after turning age 55, your monthly Occupational Disability Pension benefit will be calculated in the same manner as an Early Retirement Pension (refer to page 27 to see how an Early Retirement Pension is calculated).

The first monthly payment of your Occupational Disability Pension will begin no sooner than the seventh month of your disability and will continue thereafter for life so long as you remain occupationally disabled.

Change from an Occupational Disability Pension to a Total and Permanent Disability Pension—If you provide evidence to the Fund Office that your occupational disability is considered total and permanent by the Social Security Administration and the Social Security Disability Award established the date of your disability as being prior to the date your benefit payments began and you would otherwise be eligible for a Total and Permanent Disability Pension as of the date the Social Security Administration determines you were disabled, your Occupational Disability Pension will be adjusted to that of a Total and Permanent Disability Pension as described on the next page.

If you provide evidence to the Fund Office that your occupational disability is considered total and permanent by the Social Security Administration and such evidence is provided within 12 months after your Occupational Disability Pension began, your monthly pension benefit will be increased to the amount payable under a Total and Permanent Disability Pension retroactive to your Annuity Starting Date. The retroactive amount of your increased benefit will be paid to you in one lump sum.

If you provide evidence to the Fund Office that your occupational disability is considered total and permanent by the Social Security Administration and such evidence is provided more than 12 months after your Occupational Disability Pension began, your monthly pension benefit will be increased to the amount payable under a Total and Permanent Disability Pension prospectively commencing with the first of the month after the evidence is provided to the Fund Office.

Total and Permanent Disability Pension

You are considered to be totally and permanently disabled under this Plan if the Trustees, in their discretion, determine on the basis of medical evidence that:

- You are wholly prevented as a result of bodily injury or disease from engaging in any further gainful employment whatsoever (except for purposes of rehabilitation);
- Your disability has existed for six months and will be permanent and continuous for the remainder of your life; and
- Your disability is not, directly or indirectly, the result of or does not consist of:
 - Military service for any country (land, sea or air), unless you returned to work in Covered Employment and earned at least five Pension Credits after your discharge from such military service prior to filing an application for a Disability Pension;
 - Engagement in a felonious criminal enterprise;
 - An injury sustained while you worked for someone other than a Contributing Employer, except for a signatory employer to another LIUNA recognized pension plan;
 - The use of illegal drugs; or
 - An intentionally self-inflicted injury.

Amount of a Total and Permanent Disability Pension

A Total and Permanent Disability Pension is payable in the form of a Five-Year Certain and Life Benefit (refer to page 37), or an actuarially equivalent amount if payable in the form of a Joint and Survivor Benefit (refer to pages 39 through 43), or as a Ten-Year Certain and Life Benefit (refer to pages 38 and 39).

The monthly amount of a Total and Permanent Disability Pension benefit is determined in the same manner as a Regular Pension.

The first monthly payment of your Total and Permanent Disability Pension will begin no sooner than the seventh month of your disability and will continue thereafter for life so long as you remain totally and permanently disabled.

Proof of Disability

- The Trustees, in making either a determination of occupational disability or total and permanent disability, will have the right to require that you undergo a physical examination or examinations, including diagnostic tests, by a physician or physicians selected and paid for by the Trustees, and to make such other investigation as they deem necessary. If you refuse to permit any such physical examination or test to take place and the examination or test is shown not to be dangerous or injurious to your life or health, the Trustees will have the right to determine that you are not disabled.
- The Trustees may require a determination by the Social Security Administration that shows you are entitled to a Social Security Disability Benefit in connection with your Old Age and Survivors' Insurance coverage as proof of total and permanent disability, provided the other requirements for a benefit are satisfied.
- If you are receiving Disability Pension payments, you may be required to submit proof to the Trustees of the continued nature of your disability, but in no event more frequently than once every six months.
- You will be required to report to the Trustees in writing within seven days after you return to work. If such employment is prohibited, or you fail to give such a timely report, you may be suspended or disqualified by the Trustees from receiving further Disability Pension benefits and you may be required to repay the Pension Fund for disability benefits received while not eligible. You will again be required to file an application for benefits before you can be eligible for retirement benefits.

Partial Pension

In the construction industry, it is common for a laborer to work under several jurisdictions throughout his career. The Trustees have entered into a LIUNA National Reciprocal Agreement with other laborers' pension funds in order to provide a Partial Pension to participants who would otherwise lack sufficient Pension Credit and not qualify for any pension benefits, or whose pension benefit would be less than the full amount, because their years of employment have been divided between the jurisdiction of the Connecticut Laborers' Pension Plan and the other laborers' pension funds.

The Trustees have also entered into an Administrative Agreement with the Massachusetts and Rhode Island Laborers' Pension Funds. The Administrative Agreement has the effect of modifying the terms of the LIUNA National Reciprocal Agreement with respect to service performed in Connecticut, Massachusetts and Rhode Island. Under the terms of the Administrative Agreement, and subject to meeting the requirements of the LIUNA National Reciprocal Agreement, all service you earn in the jurisdiction of those three

states will be considered as if you earned the service in each state for purposes of determining your entitlement to a particular type of pension, the Benefit Accrual Rate to be utilized in calculating such pension, and any other provisions of this Plan with respect to entitlement to benefits and the amount of any benefit determined to be payable.

The Trustees are also authorized to enter into “Money-Follows-the-Man” reciprocal agreements with the boards of trustees of other defined benefit plans that provide defined benefit retirement benefits for employees who are represented by one or more local unions or district councils affiliated with the Laborers’ International Union of North America. The Trustees will have the power and authority to modify any or all of the terms of any such reciprocal agreement whenever they deem the same to be necessary or appropriate. Contributions transferred pursuant to a reciprocal agreement will relieve the Trustees of any liability regarding such contributions.

Eligibility

You may be eligible to retire on a Partial Pension provided you satisfy **ALL** of the following requirements:

- You have earned at least one Future Service Pension Credit in the Connecticut Laborer’s Pension Fund;
- You have not incurred a permanent Break in Service based on your combined service;
- You would be eligible for a pension benefit, other than a Partial Pension, under each of the signatory plans in which you earned Pension Credit, if your total combined Pension Credits were treated as Pension Credits under each plan;
- You satisfy the specific disability provisions under each signatory Plan in which you have accrued Pension Credit that will be recognized in determining your Partial Pension, if you are applying for a Disability Pension; and
- You satisfy the minimum age and service requirements under each signatory plan in which you have accrued Pension Credit that will be recognized in determining your Partial Pension, if you are applying for an Early Retirement Pension, Service Pension or Regular Pension.

Employment recognized under the LIUNA National Reciprocal Agreement will not be applied or considered under the Bank of Hours provisions explained beginning on page 20.

To qualify for a Partial Pension under this Plan (either a Regular, Service, Early or Disability Pension) you must generally also qualify for the same pension under the terms of each other plan under which you will receive a Partial Pension. If you retire prior to your Normal Retirement Age, the determination of your Partial Pension will be subject to early retirement adjustment factors.

Amount of a Partial Pension

The monthly amount of a Partial Pension is equal to the Benefit Accrual Rate in effect during the calendar year, or years, of your employment under the jurisdiction of this Plan, multiplied by the number of accrued non-forfeited Pension Credits you earn under the Plan. If, however, your Partial Pension is based on service in Connecticut, Massachusetts and/or Rhode Island, your retirement pension may be based on the Benefit Accrual Rate established when you last worked in a New England Laborers' Pension Plan in accordance with the administrative agreement between the New England Laborers' Funds.

In no event will more than one Pension Credit be granted under this Plan and any other signatory plan for any 12 consecutive calendar months. If during a calendar year you work in the jurisdiction of two or more plans, accumulate a fractional part of a Pension Credit under each plan, and the total exceeds one, then the plan that provides the greatest Benefit Accrual Rate will be recognized first and the other plan(s) will be recognized in the descending order of their Benefit Accrual Rates.

The determination of your Partial Pension would be the sum of (a) plus (b) below:

- (a) The Pension Credit you accrued under this Plan multiplied times the Benefit Accrual Rate in effect during the calendar year(s) of your employment in this Plan. This amount will be subject to all the conditions and possible adjustments of the Plan; *plus*
- (b) The Pension Credit you accrued under each other pension fund, which is a party to the LIUNA National Reciprocal Agreement, multiplied times the Benefit Accrual Rate corresponding to the years when the Pension Credit was earned. This amount will be subject to the terms and conditions of each separate pension plan in which service was earned.

Example:

Assume you earn the following Pension Credits (applied to New England fund only):

Years Worked	State	Earned Pension Credit
1997 – 1998	Connecticut	2
1999 – 2003	Massachusetts	5
2004 – 2009	Rhode Island	6
2010 – 2012	Connecticut	<u>3</u>
	Total	16

Only the Partial Pension you are entitled to under this Plan will be paid to you from this Plan. Other plans under which you worked and are entitled to a benefit will pay you separately. Therefore, you will receive a monthly Partial Pension payment from this Plan based on five Pension Credits.

*The monthly Partial Pension payment you receive from this Plan will be in the amount of **\$385** for the years you worked in Covered Employment in 1997, 1998, 2010, 2011 and 2012:*

5 Pension Credits x \$77 (Benefit Accrual Rate in 2010, 2011 and 2012) = \$385.

Note that in the above example, you would not have enough Pension Credits to qualify for a pension independently under this Plan, unless you are age 65 and have achieved Vested Status.

If you work under several pension plans during your lifetime, you should keep a record of the plans and include that information when you apply for a pension. The Fund Office has no way of determining who has worked in the jurisdiction of other Laborers' plans. Therefore, you must bring this matter to the attention of the Fund Office when you retire.

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FORMS OF PENSION PAYMENTS

There are four benefit payment options available at retirement under the Plan. They are a Five-Year Certain and Life Benefit (this is the normal form if you are unmarried), a Ten-Year Certain and Life Benefit, a 50% Joint and Survivor Benefit (the normal form if you are married), and a 75% Joint and Survivor Benefit.

The availability of these options and the amount to be considered under each may be affected by a divorce in accordance with a Qualified Domestic Relations Order (QDRO). A QDRO is a judgment, decree, order or approval of a property settlement agreement relating to child support, alimony payments or marital property rights to an alternate payee. As such, if you are divorced, benefits may be paid to your ex-spouse if it is required by a QDRO that gives your ex-spouse a right to a portion or all of your pension.

Five-Year Certain and Life Benefit

If you do not have a spouse, or you, with your spouse's consent, elect not to receive the 50% Joint and Survivor form of benefit, payments will be made to you in the form of a Five-Year Certain and Life Benefit, unless you elect another form of benefit payment. This form of pension will provide a monthly benefit payment to you as long as you live with a guarantee that if you die before receiving five years of monthly payments (60 monthly payments), the remainder of the monthly payments will continue to be paid to your designated beneficiary until a total of 60 monthly payments have been made to you and your beneficiary; or, if your beneficiary requests, the actuarial value of any remaining unpaid monthly payments will be paid to your beneficiary in a lump sum. If your beneficiary is not your estate, the request for a lump sum payment must be made before the beneficiary receives any monthly payments. If your beneficiary is your estate, the request can be made after monthly payments to the estate have been made, if it is necessary to facilitate settlement of the estate.

If the actuarial present value of your monthly benefit does not exceed \$5,000, then at the time of your election, your benefit may be distributed to you in a single lump sum in an amount equal to the actuarial present value of your benefit, in lieu of any other benefits. If you are married, your spouse's consent is required in order for you to receive a lump sum distribution. You cannot receive a lump sum payment once you have already begun receiving monthly payments.

Payment of the Five-Year Certain and Life Benefit will begin as soon as practicable following the date on which you file an application for benefits and you have fulfilled all the conditions of entitlement for benefits. In no event will benefit payments begin later than 60 days after the end of the Plan Year in which you file an application for benefits.

Ten-Year Certain and Life Benefit

The Plan provides an optional form of benefit called a Ten-Year Certain and Life Benefit, which you may elect instead of the Plan's Five-Year Certain and Life Benefit or the Joint and Survivor Benefit. This form of pension provides an actuarially reduced monthly benefit payment to you as long as you live, with a guarantee that if you die before receiving 10 years of monthly payments (120 monthly payments), the remaining monthly payments will continue to be paid to your designated beneficiary until a total of 120 monthly payments have been made to you and your beneficiary; or if your beneficiary requests, the actuarial value of any remaining unpaid monthly payments will be paid to your beneficiary in a lump sum. If your beneficiary is not your estate, the request for a lump sum payment must be made before the beneficiary receives any monthly payments. If your beneficiary is your estate, the request can be made after monthly payments to the estate have been made, if it is necessary to facilitate settlement of the estate.

When the Ten-Year Certain and Life Benefit becomes effective, the amount of your monthly pension will be reduced in accordance with the following reduction factors:

- If you are not disabled, the reduction factor will be 93% **plus** 0.4% for each fractional year greater than six months that you are younger than age 65, up to a maximum of 99%, **or minus** 0.9% for each fractional year greater than six months that you are older than age 65.
- If you are disabled, the reduction factor will be 90% **plus** 0.1% for each fractional year greater than six months that you are younger than age 55, up to a maximum of 99%, **or minus** 0.4% for each fractional year greater than six months that you are older than age 55.

Example:

Andrew is not disabled and he retires at age 60. On the date of his retirement, he has accumulated 30 Future Service Pension Credits at a \$77 Benefit Accrual Rate. He is eligible to receive a Service Pension payable in the form of a Five-Year Certain and Life Benefit but he elects at retirement to receive his pension in the form of a Ten-Year Certain and Life Benefit.

Since Andrew is five years younger than age 65, his monthly benefit is calculated as follows:

Step 1: Calculate the monthly amount of your Service Pension: 30 Pension Credits x \$77 = \$2,310

Step 2: Calculate the percentage of the benefit reduction: The benefit reduction factor is 93% + 2% (5 years x .4%), which is 95% (.95)

Step 3: Multiply the monthly amount of your Service Pension by the reduction factor from Step 2: \$2,310 x .95 = \$2,194.50

*Andrew will receive a monthly benefit in the amount of **\$2,194.50** for as long as he lives. If he dies before receiving 10 years of monthly payments (120 monthly payments), the remaining monthly payments will continue to be paid to his designated beneficiary until a total of 120 monthly payments have been made to him and his beneficiary.*

The reduction in the monthly benefit in this example of \$115.50 (\$2,310 - \$2,194.50) is the actuarial equivalent cost to account for the possibility of extending a guarantee of an additional 5 years of benefit payments to Andrew's beneficiary upon his death after retirement.

Joint and Survivor Benefits

50% Joint and Survivor Benefit

If you are married and retire on a Regular, Service, Early, Vested, Disability, or Partial Pension, your benefit will automatically be paid in the form of a 50% Joint and Survivor Benefit, unless you, with your spouse's consent, reject this form of payment (your spouse's rejection must be in writing, with his or her signature witnessed by a notary public or a representative designated by the Trustees). Previously, this form of benefit payment was referred to as a 50% Husband and Wife Benefit.

You will receive a reduced monthly benefit during your lifetime and upon your death, your Qualified Spouse will receive a lifetime benefit of 50% of the reduced monthly benefit amount you were receiving.

Because the 50% Joint and Survivor Benefit payment provides retirement benefits to two people for two lifetimes (the laborer and the spouse), more monthly payments would be expected to be paid out than would be if only one lifetime were covered. Therefore, spreading the available money over a longer period requires a reduction in the monthly benefit you are paid. The amount of the reduction is actuarially determined and depends on your and your spouse's age and whether you are disabled.

- If you are not disabled, the reduction factor will be 90% **plus** 0.4% for each fractional year greater than six months that your spouse is older than you, up to a maximum of 99%, **or minus** 0.4% for each fractional year greater than six months that your spouse is younger than you.
- If you are to receive a Total and Permanent or Occupational Disability Pension (as explained in Section 7), the reduction factor will be 82% **minus** 0.4% for each fractional year greater than six months that your spouse is younger than you, or **plus** 0.4% for each fractional year greater than six months that your spouse is older than you.

The adjusted monthly amount of your pension will be rounded to the next highest multiple of \$0.50.

Example (Non-Disability 50% Joint and Survivor Benefit):

Peter is 62 years old, married, and eligible for a monthly Regular Pension of \$1,675. He and his spouse are to receive a 50% Joint and Survivor Benefit, and his wife is 58 years old—four years younger than Peter. His 50% Joint and Survivor (non-disability) Benefit is calculated as follows:

Step 1: Consider Peter's Regular Pension amount of \$1,675

Step 2: Calculate the percentage of the benefit reduction: The benefit reduction factor is 90% - 1.6% (4 years x .4%), which is 88.4% (.884)

Step 3: Multiply Peter's Regular Pension amount by the reduction factor from Step 2: $\$1,675 \times .884 = \$1,480.70$

*Peter's monthly 50% Joint and Survivor Benefit, payable for life, is **\$1,481** (\$1,480.70 rounded up to the next highest multiple of 50 cents).*

*Upon his death, the total monthly benefit payable to Peter's surviving spouse for life is **\$740.50** (50% of \$1,481).*

75% Joint and Survivor Benefit

If you are married, you, with your spouse's consent, can reject the 50% Joint and Survivor Benefit in favor of a 75% Joint and Survivor Benefit.

The same rules that apply to the 50% Joint and Survivor Benefit also apply to the 75% Joint and Survivor Benefit. You will receive a reduced monthly benefit during your lifetime. However, upon your death, your Qualified Spouse will receive a lifetime benefit of 75% of the reduced monthly benefit amount you were receiving. The amount of the reduction is actuarially determined and depends on your and your spouse's age and whether you are disabled.

- If you are not disabled, the reduction factor will be 85% **plus** 0.6% for each fractional year greater than six months that your spouse is older than you, up to a maximum of 99%, **or minus** 0.6% for each fractional year greater than six months that your spouse is younger than you.
- If you are to receive a Total and Permanent or Occupational Disability Pension (as explained in Section 7), the reduction factor will be 73% **minus** 0.5% for each fractional year greater than six months that your spouse is younger than you, **or plus** 0.5% for each fractional year greater than six months that your spouse is older than you.

The adjusted monthly amount of your pension will be rounded to the next highest multiple of \$0.50.

Example (Non-Disability 75% Joint and Survivor Benefit):

Peter is 62 years old, married, and eligible for a monthly Regular Pension of \$1,675. He and his spouse are to receive a 75% Joint and Survivor Benefit, and his wife is 58 years old—four years younger than Peter. His 75% Joint and Survivor (non-disability) Benefit is calculated as follows:

Step 1: Consider Peter's Regular Pension amount of \$1,675

Step 2: Calculate the percentage of the benefit reduction: The benefit reduction factor is 85% - 2.4% (4 years x .6%), which is 82.6% (.826)

Step 3: Multiply Peter's Regular Pension amount by the reduction factor from Step 2: $\$1,675 \times .826 = \$1,383.55$

*Peter's monthly 75% Joint and Survivor Benefit, payable for life, is **\$1,384** (\$1,383.55 rounded up to the next highest multiple of 50 cents).*

*Upon his death, the total monthly benefit payable to Peter's surviving spouse for life is **\$1,038** (75% of \$1,384).*

Joint and Survivor Benefit Pop-Up Provision

If you elect a Joint and Survivor Benefit (either a 50% or 75%) and your spouse dies before you, your monthly benefit will “pop up” and be recalculated as if you elected a Five-Year Certain and Life Benefit. The increase will be effective in the month following the month that you provide evidence of your spouse's death to the Trustees. If you die before a total of 60 monthly payments have been made (the Joint and Survivor form of payment combined with Five-Year Certain and Life Benefits), the remaining payments will be paid to your beneficiary.

Rules Governing Joint and Survivor Benefits

If you are married, your pension will automatically be paid to you as a 50% Joint and Survivor Benefit, unless:

- You, with your Qualified Spouse's consent, reject this form of payment (your spouse's rejection must be in writing, with his or her signature witnessed by a notary public or a representative designated by the Trustees);
- Your spouse is not a “Qualified Spouse.” Your spouse is a Qualified Spouse if you and your spouse are married on the date of your death and you had been married throughout a 12-month period ending with the date your benefit payments began or, if earlier, the date of your death. Your spouse is also a Qualified Spouse if you and your spouse became married during the 12 months immediately preceding the date your benefit payments began (even if you divorced after your retirement) and you were married for at least 12 months

before your death. A former spouse can also be a Qualified Spouse if provided under a Qualified Domestic Relations Order (QDRO)—refer to page 71 for more information on QDROs; or

- You waive this form of benefit because you establish, to the satisfaction of the Trustees, that you are not married, you are legally separated from your spouse, or you have been abandoned by your spouse as confirmed by court order.

If your spouse is legally incompetent, consent may be given by his or her legal conservator, including you if you are authorized to act as your spouse's legal guardian, to waive the Joint and Survivor Benefit. The guardian must obtain approval of the court having jurisdiction over such guardianship.

If you claim you cannot locate or obtain consent from your spouse due to extenuating circumstances, your pension benefits will be paid in the form of a 50% Joint and Survivor Benefit until evidence is received at the Fund Office that you did not have a Qualified Spouse on the effective date of your pension:

- If such evidence is received by the Fund Office within the first 12 months following the effective date of your pension, the form of benefit payment will be retroactively adjusted back to your pension effective date in accordance with your election.
- If evidence is received 12 months after your effective date, your pension benefit will be adjusted prospectively effective the first of the month after the Plan is in receipt of evidence that you do not have a Qualified Spouse.

To be timely, your request for a waiver and any required consent must be filed with the Trustees within 180 days before your pension payments begin. You may revoke your election to waive the 50% Joint and Survivor Benefit without the consent of your spouse, at any time and any number of times during the 180-day period. However, a waiver of the 50% Joint and Survivor Benefit is not effective if given more than 180 days before your benefit payments are set to begin.

A spouse's consent to a waiver of the 50% Joint and Survivor Benefit will be effective only with respect to that spouse, and will be irrevocable unless you revoke the waiver to which it relates.

If the 50% Joint and Survivor Benefit or the 75% Joint and Survivor Benefit is elected and would be payable except for the fact that your spouse is not a Qualified Spouse on the day your pension payments begin because you have not been married for at least one year at that time, your pension payments will be made in the amount adjusted for the 50% Joint and Survivor Benefit or the 75% Joint and Survivor Benefit, as the case may be.

If you and your spouse have not been married to each other for at least one year before the date of your death, the difference between the amounts that had been paid in the form of a 50% Joint and Survivor Benefit or, if applicable, 75% Joint and Survivor Benefit and the amounts that would have been paid in the form of a Five-Year Certain and Life Benefit, if the monthly amount had not been adjusted, will be paid to your spouse, if then alive, and otherwise to your beneficiary along with any remaining payments due in accordance with the Five-Year Certain and Life Benefit, if applicable.

Soon after filing an application for benefits, you will be furnished a notice describing this form of benefit payment, including the monthly amounts you and your spouse would receive if your pension is paid in the form of a 50% Joint and Survivor Benefit. This notice will also provide a description of the 75% Joint and Survivor Benefit, Five-Year Certain and Life Benefit and the Ten-Year Certain and Life Benefit and the monthly amount you would receive under these forms of payment. Prior to receipt of any pension benefits, you must provide the Trustees with a properly executed election form furnished by the Fund Office at retirement, or sooner, stating whether you choose the Joint and Survivor Benefit, the Five-Year Certain and Life Benefit or the Ten-Year Certain and Life Benefit. At this same time, you should provide the Trustees with a completed designation of beneficiary form.

Withholding Taxes

Monthly pension payments are taxable as ordinary income. If you receive a benefit not in the form of a monthly benefit (i.e., lump sum payment, Bank of Hours), you may be subject to mandatory income tax withholding. If so, the federal government currently requires that mandatory federal income tax of 20% be withheld on the lump sum payment, unless you have your distribution transferred directly to an IRA or another qualified plan.

You may elect to have both federal and Connecticut state income tax withheld.

Rollovers

If you or your spouse becomes eligible for a lump sum distribution from the Plan, or you elect a lump sum payment of your unused Bank of Hours, you may elect a rollover of your distribution to an eligible retirement plan that accepts rollovers, including an IRA or Roth IRA. Please contact the Fund Office for additional information.

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DEATH BENEFITS BEFORE RETIREMENT

If you meet certain eligibility requirements, the Plan provides a death benefit to your spouse or beneficiary if you die before retiring. This benefit will be paid as a Pre-Retirement Lump Sum Death Benefit, a Pre-Retirement 50% Joint and Survivor Benefit, or a Pre-Retirement Death Benefit, depending on your marital status.

Pre-Retirement 50% Joint and Survivor Benefit

If you are married, attain Vested Status, and die before your pension payments begin, a monthly Pre-Retirement 50% Joint and Survivor Benefit will be paid to your surviving spouse, provided you, with your spouse's consent, did not previously waive this form of benefit and your spouse is a "Qualified Spouse," as defined on page 41. This benefit is payable to your spouse only if you did not previously retire and collect a pension from this Plan prior to your death.

Any hours in your Bank of Hours will be applied to short years to increase the amount of the monthly Pre-Retirement 50% Joint and Survivor Benefit payable to your spouse. Any hours in your bank left over after automatically being applied to short years will be paid as an incremental benefit, not as a lump sum.

Benefit payments to your surviving spouse must begin by the date you would have attained Normal Retirement Age had you lived, unless your surviving spouse elects a later date. However, benefits **must** begin no later than April 1 of the calendar year following the year in which you would have turned age 70^{1/2}.

If, on the date of your death, you would have been eligible to begin receiving pension payments (other than a Disability Pension) if you had retired, your surviving Qualified Spouse will be entitled to a lifetime Pre-Retirement 50% Joint and Survivor Benefit as if you retired the day before your death. Benefits will be calculated in the form of a 50% Joint and Survivor Benefit, as previously explained in Section 8.

If, on the date of your death, you are not eligible to begin receiving pension payments, even if you are retired (other than for a Disability Pension if you die before payments begin), your surviving spouse will be entitled to a Pre-Retirement 50% Joint and Survivor Benefit determined as if:

- You had separated from service under the Plan on the earlier of the date you last worked in Covered Employment or on the date of your death;
- You had survived to the earliest age at which a pension (other than a Disability Pension) would be payable to you under the Plan; and
- You retired at that age with an immediate 50% Joint and Survivor Benefit, and then died the next day.

In other words, your spouse's Pre-Retirement 50% Joint and Survivor Benefit payments are calculated as if you had reached age 55 (the age for an Early Retirement Pension) or qualified for a Service Pension before your death. The monthly benefit is reduced by 50% of what your pension amount would have been, after adjustment, if any, for early retirement and the 50% Joint and Survivor Benefit form of payment.

Example:

David died in September 2012 at the age of 53 (two years before being eligible for an Early Retirement Pension). During his career, David accrued 28 Future Service Pension Credits (two less Pension Credits than are required for a Service Pension). Therefore, the Pre-Retirement 50% Joint and Survivor Benefit will be calculated as if David qualified for an Early Retirement Pension:

Step 1: Calculate David's monthly benefit as if he were eligible for a Regular Pension:

$$28 \text{ Pension Credits} \times \$77 = \$2,156$$

Step 2: Calculate the reduction for an Early Retirement Pension:

$$\$2,156 \times .45 (60 \times .005 + 60 \times .0025 = .45) = \$970.20$$

Step 3: Calculate the amount of the benefit after the reduction for early retirement:

$$\$2,156 - \$970.20 = \$1,185.80$$

Step 4: Calculate the benefit reduction factor of a 50% Joint and Survivor Benefit (although the benefit reduction will vary depending on the ages of David and his spouse, for this example, we assume that they are both age 53 when David dies, which would mean a 10% reduction for the 50% Joint and Survivor Benefit):

$$\$1,185.80 \times .90 = \$1,067.22, \text{ rounded to } \$1,067.50$$

Step 5: Calculate the monthly Pre-Retirement 50% Joint and Survivor Benefit:

$$\$1,067.50 \times .5 (50\%) = \$533.75$$

*David's spouse would receive **\$533.75** a month for her lifetime.*

Payment Requirements

- If you apply for and satisfy all of the requirements for a Disability Pension, and you die before receiving your first payment, your spouse's Pre-Retirement 50% Joint and Survivor Benefit will be calculated based on the amount of your Disability Pension.
- If the Pre-Retirement 50% Joint and Survivor Benefit is payable and would not otherwise start until at least 12 months after the Trustees learn of your death, your surviving spouse may elect to have payments start earlier, but no earlier

than 60 days after he or she applies for the benefits, on whatever form the Trustees may prescribe. In that case, the monthly benefits will be adjusted so that the actuarial present value of the pension payable to your surviving spouse is equivalent to that portion of the pension that would have originally been payable. The actuarial present value of the monthly benefits will be determined using the Applicable Interest Rate and Applicable Mortality Table.

- If for any reason payments have not already begun as described in this section, payment of the Pre-Retirement 50% Joint and Survivor Benefit must begin no later than December 1 of the calendar year in which you would have reached age 70½ or, if later, December 1 of the calendar year following the year of your death. If the Trustees confirm the identity and whereabouts of your surviving Qualified Spouse, who has not applied for benefits by that time, payments to that surviving spouse will begin automatically as of that date.

Benefit Adjustments if Payments Are Postponed

If payment of the Pre-Retirement 50% Joint and Survivor Benefit begins after your earliest retirement date, the benefit will be determined as if you died on the day your surviving spouse's benefits begin, after having retired with a 50% Joint and Survivor Benefit the day before. Applicable actuarial adjustments are made to the accrued benefit.

Pre-Retirement Death Benefits

If you are not married and have attained Vested Status, a Pre-Retirement Death Benefit may be paid to your designated beneficiary upon your death, provided you had not previously received any pension benefits.

Any hours in your Bank of Hours will be applied to short years to increase the amount of the monthly Pre-Retirement Death Benefit payable to your beneficiary. Any hours in your bank left over after automatically being applied to short years will be paid as an incremental benefit, not as a lump sum.

If the Pre-Retirement Death Benefit is being paid to someone other than your spouse, payments must:

- Be completely paid by December 31st of the fifth calendar year following the year in which you die; or
- Begin by December 1st of the year following the year of your death and be paid out over a period no longer than your beneficiary's life or life expectancy. Payments can continue, however, until the end of the fifth calendar year following the year of your death, if longer.

Amount of a Pre-Retirement Death Benefit if You Are Vested

- If you achieve Vested Status, die **after turning age 55**, and you earned at least $\frac{1}{4}$ of a Future Service Pension Credit in the calendar year of your death or in at least one of two consecutive calendar years immediately before the year in which you die, your beneficiary will receive a monthly benefit equal to the monthly amount of your Early Retirement Pension calculated as of the first of the month following your date of death, or if later, the first of the month following receipt of an application for benefits. The monthly death benefit will be paid until a total of 60 monthly payments have been made. Refer to page 27 for information regarding how an Early Retirement Pension is calculated.
- If you achieve Vested Status, die **before turning age 55**, have less than 30 Pension Credits, and you earned $\frac{1}{4}$ of a Future Service Pension Credit in the calendar year of your death or in at least one of two consecutive calendar years immediately before the year in which you die, your beneficiary will receive a monthly benefit. The monthly benefit will be equal to 55% of the monthly amount you would have received as a Regular Pension, provided you accrued $\frac{1}{4}$ of a Pension Credit after January 1, 1985. The benefit will be determined using the non-forfeited Pension Credit you accrued under this Plan before your death. The monthly death benefit will be paid starting the first of the month after an application for benefits has been filed with the Fund Office, until a total of 60 monthly payments have been made. Refer to page 26 for information regarding how a Regular Pension is calculated.
- If, when you die, you have achieved Vested Status and are eligible for a Service Pension along with having earned $\frac{1}{4}$ of a Future Service Pension Credit in the calendar year of your death or in at least one of the two immediately preceding calendar years, your beneficiary will receive a monthly benefit equal to the amount of the monthly Service Pension benefit you would have received had your monthly payments begun on the first of the month following your death or, if later, the first of the month following receipt of an application for benefits by the Fund Office. The monthly benefit will be calculated in the same manner as a Regular Pension and will be paid until a total of 60 monthly payments have been made. Refer to page 26 for information regarding how a Service Pension is calculated.

Instead of receiving benefits over a 60-month period, your beneficiary may elect to receive the actuarial present value of the death benefit in a lump sum. In the case of a beneficiary other than your estate, such election must be made in advance of the payment of any monthly benefits. If your beneficiary is your estate, the election may be made in advance of the payment of any monthly benefit, or after payments have begun if necessary to facilitate settlement of your estate.

Amount of a Pre-Retirement Death Benefit if You Are Not Vested

If you are not vested or entitled to any other benefit when you die, your beneficiary will receive a lump sum death benefit equal to \$1,000, multiplied by the non-forfeited Pension Credit(s) you accrued under this Plan if:

- You work in Covered Employment and earn at least $\frac{1}{4}$ of a Pension Credit in the calendar year in which you die or the previous calendar year; and
- You earned at least $\frac{1}{4}$ of a Pension Credit after January 1, 1998.

Naming a Beneficiary

At any time, you have the right to designate the beneficiary that you want to receive the death benefits provided for under this Plan and to change any such designation. If you are married, or are subject to the provisions of a Qualified Domestic Relations Order, to the extent required by the Order, your spouse may be required to consent to your designating a beneficiary other than your spouse. Your beneficiary designation must be made, in writing, on a form signed by you and filed with the Trustees. If there is no beneficiary designation on file with the Trustees at the time of your death (or postmarked prior to the date of your death) or for any reason the designation is defective, then benefits will be payable to the following default beneficiary(ies) in order of priority:

- a. Your surviving spouse, or, if none;
- b. Your legally recognized surviving child or children equally or, if none;
- c. Your legally recognized surviving parents or, if none;
- d. Your estate.

If an alternate payee is permitted to designate a beneficiary pursuant to the terms of a Qualified Domestic Relations Order and fails to do so, then unless otherwise provided in the order, the default provisions of (a) through (d) above will apply with respect to the alternate payee.

The consent of a beneficiary is not required for any change of beneficiary, unless the beneficiary is a spouse. If the designated beneficiary is a minor, you will be asked to designate an adult who will accept payments on behalf of the minor and will commit to act in accordance with Connecticut's Uniform Gifts to Minors Act. The Trustees will act in accordance with your instructions and/or those of the designated adult. In the absence of a designated adult, the Trustees may make such payments to the legally appointed guardian of such minor. Any payments made will be a complete discharge of the obligations of the Trustees or their agents to the extent of and as to such payment, and the Trustees will have no obligations regarding the application of any payments made.

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APPLYING FOR BENEFITS

Generally, once you elect and begin receiving a benefit, your election will be irrevocable, including periods for which your benefits are suspended due to disqualifying employment (as explained later in this section). However, if you are receiving a Disability Pension and you return to Covered Employment and accrue at least one Pension Credit based on work in Covered Employment, you may revise your form of benefit election upon your subsequent re-retirement.

The Trustees are entitled to rely on written representations, consents, and revocations submitted by you, your spouse(s) or other parties in making determinations. Unless such reliance is found to be arbitrary or capricious, the Trustees' determinations will be final and binding, and will discharge the Pension Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards as set forth in ERISA, the Pension Fund will not be liable for duplicate benefits with respect to the same participant, or the same surviving spouse.

Applying for a Pension

You must file an application for benefits with the Trustees, in writing, in advance of the first month for which benefit payments are to begin. You may work in Covered Employment up to the effective date of your pension. Oral communications will not be recognized as a formal request or claim for benefits. A general inquiry concerning your eligibility under the Plan will not constitute a claim for benefits.

If you die after an award of benefits, but prior to the date benefit payments are to begin, which was administratively delayed, the Trustees will award your elected form of benefit as if you died one day after payments began, provided that a benefit would have been payable if no application was filed.

Information and Proof

Every applicant for benefits must furnish, at the request of the Trustees, any information or proof reasonably required to determine his/her benefit rights. If you make a willfully false statement material to your application for benefits or furnish fraudulent information or proof material to your claim, benefits not vested under the Plan may be denied, suspended, or discontinued. The Trustees will have the right to recover, through legal proceedings, any benefits paid in reliance on any false or fraudulent statement, information, or proof submitted by an applicant (including withholding of material fact) plus interest and costs, without limitation by recovery through offset of benefit payments as permitted by this section.

If any material fact relating to you has been misstated to the Trustees, the correctly stated facts, whenever they come to the Trustees' attention, will be used

to determine the amount of Pension Credits or the monthly amount of pension payments, if any, in force for you. If overpayments have been made to you, your spouse or beneficiary because of such incorrect statement, or for any other reason including a mistake made by the Plan, the Trustees will take any appropriate action necessary to recover the same. If appropriate, the amount of any future payments to the payee will be adjusted accordingly to allow the Trustees to recover all overpayments.

Required Proof

The Trustees will be the sole judges of the standard of proof required in any case and of the application and interpretation of this Plan, and the decisions of the Trustees will be final and binding on all parties. Wherever in the Plan the Trustees are given discretionary powers, they will exercise such powers in a uniform and non-discriminatory manner. The Trustees will process a claim for benefits as promptly as is feasible, consistent with the need for adequate information and proof necessary to establish an applicant's benefit rights and to begin the payment of benefits.

Denial of Claim for Benefits - Right of Appeal

If you, your spouse, or your beneficiary files an application for benefits, the Trustees will notify that person in writing of the action taken regarding the application for benefits within a reasonable period of time following the receipt of such application. The initial determination with respect to a disability claim will be made by the Executive Director, acting by and on behalf of the Board of Trustees, in consultation with the Fund Consultant. The initial determination with respect to a claim other than a disability claim will be made by the Board of Trustees. The award of a benefit under the Plan will be considered to be a denial to the extent it is something other than what was applied for or the person applying disagrees with the determination.

The Board of Trustees has established and maintains written claims procedures consistent with regulations issued under Section 503 of ERISA. The Trustees may modify or amend such claims procedures from time to time. By making a written request to the Board of Trustees, copies of the current claims procedures will be sent to you at no charge. The claims procedures apply to claims that require a finding of disability (called "disability claims" or "disability benefits") and to claims that do not require a finding of disability (called "non-disability" claims or "non-disability benefits"). You or your beneficiary may sign an authorization for extension to voluntarily permit the Plan to have additional time to decide a claim, or an appeal of a denied claim, regardless of the notice obligations or deadlines in the claims procedures. The following is a brief summary of those claims procedures.

How and When You Will be Notified of a Denial of a Non-Disability or a Disability Claim

- If a claim for non-disability or disability benefits under the Plan is wholly or partially denied, the Board of Trustees will provide the person who applied with notification of such denial. The notification will set forth:
- The specific reason for such denial;
 - Specific references to pertinent Plan provisions on which the determination is based;
 - A description of any additional material and/or information necessary for the person applying to perfect the claim and an explanation of why such material or information is necessary;
 - That any appeal of such adverse determination must be in writing to the Board of Trustees; and
 - A description of the Plan's appeal procedures (e.g. that any appeal of such adverse determination must be in writing to the Board of Trustees) and the time limits applicable to such procedures, including a statement of an applicant's right to bring civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal.

In addition, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination about a claim for disability benefits, you will be advised of the specific rule, guideline, protocol, or similar criterion, or will be provided a statement that such rule, guideline, protocol or similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to you on request.

For non-disability claims, the Board of Trustees will provide such notice of initial denial within a reasonable period of time but not later than 90 days after receiving the initial claim, unless the Board of Trustees determines that special circumstances require an extension of time for processing the claim. Under such special circumstances, the 90-day period may be extended up to 180 days. A notice of such extension will be furnished to you or your beneficiary before the expiration of the initial 90-day period indicating the special circumstances requiring the extension and the date by which the Plan expects to render the benefit determination.

For disability claims, the Executive Director, acting on behalf of the Board of Trustees, will provide such notice of initial denial within a reasonable period of time but not later than 45 days after receiving the initial claim. Such period may be extended for up to 30 days, provided the Executive Director determines that matters beyond the control of the Plan require an extension of time for processing the claim and notifies you, prior to the expiration of the initial 45-day period, of

the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Executive Director determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within the extension period, the period for making the determination may be extended for up to an additional 30 days, provided the Executive Director notifies you prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date the Plan expects to render a decision. In the case of any extension under this paragraph, the notice of extension will specifically explain the standards on which the entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will be given 45 days to provide any specified information. If additional information is required from you, the period the Plan has to make the benefit determination will not start running until the date on which you respond to the request for additional information.

How and When You May Appeal a Denial or Calculation of a Non-Disability or Disability Pension

- The person who filed an application for benefits other than disability benefits may appeal a determination (including disagreements with any aspect of a favorable determination) but the Plan must receive a written appeal within 90 days after the person received such determination and it must include a full description of the pertinent issues and basis of the claim. For disability benefits, the Plan must receive the written appeal within 180 days after the person received the notice of a determination and it must include a full description of the pertinent issues and basis of the claim. In addition, the person making an appeal will:
 - Have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits; and
 - Be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits. For purposes of this section, documents, records, and other information will be considered relevant if such items:
 - a. were relied upon in making the benefit determination;
 - b. were submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; or
 - c. demonstrate compliance with the administrative processes and safeguards required by the Plan's claim procedures in making the benefit determination.

If a person entitled to make a claim for disability or non-disability benefits fails to appeal an adverse determination action to the Board of Trustees in writing within the prescribed period of time, the determination will be final and may not be appealed.

How and When an Appeal Will be Decided and Communicated

- If a timely appeal is filed with the Board of Trustees, the Board of Trustees will conduct a review that takes into account all comments, documents, records, and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

For timely appeals relating to disability claims, no deference will be given to the Executive Director's initial adverse benefit determination. In deciding an appeal of any adverse benefit determination about a disability claim where the adverse determination is based on medical findings, the Board of Trustees will consult with a health care professional who (A) has appropriate training and experience in the relevant field of medicine and (B) is neither the individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual. The Board of Trustees will identify, if you make a written request, the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

- Upon its re-examination of all such evidence and facts relating to the claim and appeal for disability or non-disability benefits, the Board of Trustees will make a final determination as to whether the denial of benefits is justified under the circumstances. The Board of Trustees will provide the person making the appeal with notification of its decision. In the case of any adverse determination, the notification will set forth:
 - The specific reason for the adverse determination;
 - Specific references to pertinent Plan provisions on which the determination is based;
 - A statement that you or your beneficiary are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information "relevant to your or your beneficiary's claim for benefits." For purposes of this section, "relevant to your or your beneficiary's claim for benefits" will have the same meaning as previously mentioned; and
 - A statement of the right of the person making the claim to bring civil action under Section 502(a) of ERISA.

- The Board of Trustees will make a benefit determination upon appeal within a reasonable period of time, not later than the date of the meeting of the Board of Trustees that immediately follows the Plan's receipt of an appeal, unless the appeal is filed within 30 days preceding the date of that meeting. In that case, the benefit determination on appeal may be made at the next meeting, but will be made no later than the date of the second meeting following the Plan's receipt of the appeal. In the event of special circumstances, a benefit determination will be made not later than the third meeting of the Board of Trustees following the Plan's receipt of a request for review. If such an extension of time is required, the Board of Trustees must provide you or your beneficiary with written notice of the extension describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. Notification of the benefit determination upon appeal will be made as soon as possible but not later than five days after the benefit determination is made.

Benefit Payments Generally

A participant who is eligible to receive benefits under this Plan is required to file an application for benefits and provide to the Fund such other documentation as is reasonably required by the Fund, including a signed Retirement Declaration. A participant must cease work as a laborer to retire and begin receiving monthly benefits for the remainder of his or her life, subject to any other applicable provisions of this Plan.

Pension benefits will be payable beginning the first of the month following which the applicant has fulfilled all of the conditions for entitlement to benefits, including the requirements to file an application for benefits with the Trustees and to sign a Retirement Declaration, along with any other documentation required by the Trustees to process the pensioner's benefit.

If within 60 days of notification of the award of benefits, you fail to satisfy all administrative requirements to start receiving benefits, your award will be considered void and you will be required to submit a new application, thereby establishing a new benefit start date.

Retroactive Payments for Joint and Survivor Benefits

The Plan may allow for your Annuity Starting Date to be "retroactive," that is, prior to the time the Plan provides you with the written explanation of your rights as a Plan participant.

In no event may the retroactive Annuity Starting Date be earlier than the first day of the month after you have fulfilled all of the conditions for entitlement to benefits, including the filing of a completed application for benefits.

- You must affirmatively elect the retroactive Annuity Starting Date on your application for benefits with the consent of your spouse. Retroactive periodic payments must be the same as future periodic payments, if any, which would have been paid to you had payments actually begun on the retroactive Annuity Starting Date. You must receive a make-up payment to reflect any missed payment or payments for the period from the retroactive Annuity Starting Date to the date of the actual make-up payment.
- If you are married on the date that is your retroactive Annuity Starting Date, but not on the date your benefits begin, then consent of your former spouse is not needed to waive the 50% Joint and Survivor Benefit with respect to the retroactive Annuity Starting Date, unless otherwise provided under a QDRO.
- Your spouse (including an alternate payee who is treated as your spouse under a QDRO), determined as if the date distributions begin is your Annuity Starting Date, must consent to the use of the retroactive Annuity Starting Date, unless the amount of your spouse's survivor annuity payments under the retroactive Annuity Starting Date election is no less than the amount that the survivor payments to your spouse would have been under the 50% Joint and Survivor Benefit with an Annuity Starting Date after the date that the qualified joint and survivor explanation was provided.
- If the form of payment is a lump sum payment, the distribution must be no less than the benefit produced by applying the applicable interest rate and the applicable mortality table to the annuity form that corresponds to the annuity form that was used to determine the benefit amount as of the retroactive Annuity Starting Date.

Direct Deposit and Uncashed Plan Payments

Note that the policy of the Pension Fund is to transmit monthly benefit payments directly to a bank for deposit into a recipient's checking account and the Fund Office strongly recommends that this policy be followed. When you accept your award of retirement benefits, the Fund Office will request that you provide the necessary banking information for direct deposit. This will assure the timely secure receipt of your monthly benefits.

Nevertheless, and notwithstanding the above, if it is requested that monthly benefit payments be issued in the form of a check, it will be the responsibility of any person who is entitled to receive benefits under this Plan, or such person's beneficiary or legal representative, to negotiate checks representing payment of benefits in a timely manner. If a check representing the payment of benefits is issued and is not negotiated for any reason within six months of the date of issue, then such payment will be forfeited and will be held as part of the Plan's assets. Any such payment forfeited will be subject to such payment being reinstated without interest if a claim is later made for such benefit.

Furthermore, in cases where benefits are payable to you, your spouse, beneficiary or alternate payee and four consecutive months of benefits checks payable to you remain un-cashed, the Fund will temporarily cease the further payment of benefits to you and will make reasonable efforts to locate you and ascertain why the payments remain uncashed. If despite such efforts, you, your spouse, beneficiary or alternate payee are unable to be located, then all such outstanding payments, plus any future payments, will be forfeited. However, if either of you thereafter make a claim for such forfeited benefits, such benefits will be reinstated, without interest.

Recovery of Overpayments

The Trustees will make every reasonable effort to recover any amounts or overpayments made to which you, your spouse, alternate payee or beneficiary were not entitled for any reason, including without limitation administrative error, death, fraud or misrepresentation. The Trustees will utilize any reasonable means available to collect any such overpayments. In lieu of a lump sum recovery, the Board of Trustees, in its sole discretion, may accept a stream of payments. If additional monthly pension payments are due and payable to you, your spouse, alternate payee or beneficiary, recovery at the discretion of the Trustees may be arranged through an offset deducted from future pension payments. This does not apply to recovery of overpayments made to you while you work in disqualifying employment, which occurs automatically within limits set by law.

Mandatory Commencement of Benefits

Regardless of whether or not you apply for benefits, provided the Fund Office is definitely able to locate you, the Fund will begin making benefit payments to you, as required by law, by April 1 of the calendar year following the year that you turn age 70½. This is your “Required Beginning Date.”

If you fail to file a completed application for benefits on a timely basis, the Fund will establish your Required Beginning Date as the date your payments are to begin and make payments as follows:

- If the actuarial value of your benefit is no more than \$5,000, in a single-sum payment.
- In any other case, in the form of a 50% Joint and Survivor Benefit, calculated on the assumptions that you have been married for at least one year by the date payments start and that you are three years older than your spouse.
- The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a Five-Year Certain and Life Benefit if you prove that you did not have a qualified spouse (including an alternate payee under a QDRO) on the Required Beginning Date, and the amounts of future benefits will be adjusted based on the actual age difference between you and your spouse if proven to be different from the foregoing assumptions.

- Until such time that an application is perfected and all the necessary forms and documents have been submitted to the Fund Office, payment will not be released. Mandatory retirement payments held by the Fund Office are considered taxable income to you even when they are not released.
- Federal and Connecticut state taxes, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of you and the Fund.

Actuarial Increase for Delayed Retirement

If you have at least one Hour of Service after April 1, 1989 and your benefits begin after you reach Normal Retirement Age (as defined on page 2), your monthly benefit will be actuarially increased if your benefits are not suspended because you work in disqualifying employment, as explained in Section 11. The benefit will then be converted to the benefit payment form elected in your pension application.

If you first become entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.

The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

Payment of New Accruals

Any additional benefits you earn in Covered Employment after your retirement will be determined at the end of each Plan Year and will be payable as of the February 1 following the end of the Plan Year in which it is accrued, provided payment of benefits at that time is not suspended or postponed due to your continued employment. If such subsequent employment is prior to age 65 (Normal Retirement Date), such additional accrual is payable at age 65, or at an earlier date if subsequently you have earned one or more Pension Credits.

Additional benefits that are not suspended or postponed will be a separate election for you and will be treated as a new and separate benefit start date that will be added to the benefits previously payable.

Mental or Physical Incapacity

In the event it is determined by the Trustees that you, your spouse, alternate payee or beneficiary is unable to care for your or his or her affairs because of physical or mental incapacity or is a minor, the Trustees, in their sole discretion, will pay any benefits that are due to:

- Your legal guardian or conservator;
- An institution;

- Any of your relatives by blood or marriage;
- Your attorney-in-fact; or
- Such other person the Trustees determine to be appropriate, to be used and applied for your benefit or that of your spouse, alternate payee or beneficiary.

Payment by the Trustees to such legal representative, institution, relative, attorney-in-fact, or other person will discharge the Trustees from all liability to you, your spouse, alternate payee or beneficiary or anyone representing you or your interest. In addition, the Trustees will have no duty or obligation to see that the funds are used or applied for your benefit. No payment will be made to a government agency, institution or facility if you are not legally required to pay for your care.

RETIREMENT AND SUSPENSION OF BENEFITS

To be considered retired, you must completely withdraw from Covered Employment and not engage in disqualifying employment. If you engage in disqualifying employment, your benefits will be suspended.

You should always consult the Fund Office if you plan on returning to work after you have retired because returning to work may affect your pension benefits. Suspension of benefits is a very complex situation and this booklet merely gives you a summary of such a suspension and how it may affect your pension.

Disqualifying Employment

“Disqualifying Employment” means work in the construction industry as a laborer (job classification defined in your Collective Bargaining Agreement), whether employed by a union or non-union contractor, or self-employed, within the States of Connecticut, Massachusetts, New York, and Rhode Island:

- A pensioner (other than an Occupational or Total and Permanent Disability Pensioner) may work for a Contributing Employer as a superintendent or as an office employee, provided such employment is not in a job classification covered by the Laborers’ Collective Bargaining Agreement.
- A pensioner (other than an Occupational or Total and Permanent Disability Pensioner) is not restricted from working for an employer in a business related to the construction industry, such as a building supply company, provided that employer does not directly perform or is not directly responsible for construction.
- The term “Disqualifying Employment” for a participant who is receiving a Total and Permanent Disability Pension means any employment other than for rehabilitation.
- “Disqualifying Employment” for a participant who is receiving an Occupational Disability Pension means any employment in the construction industry whether employed by a union or non-union contractor, or self-employed, anywhere.

Definition of Suspension

“Suspension of benefits” for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment and/or applicable penalties will be recoverable through deductions from future monthly payments, or other subsequent pension payments.

Suspension Before Age 65 (Normal Retirement Age)

- Your monthly benefit will be suspended for any month in which you are employed or engage in disqualifying employment before reaching Normal Retirement Age.

- If you are on a Disability Pension and you recover and return to work in disqualifying employment, your benefits will be suspended.
- Your monthly benefit will be suspended for each month that you are engaged in disqualifying employment, plus an additional period of three months. Retirement benefits will not resume until you notify the Plan that you have withdrawn from disqualifying employment. If you are engaged in disqualifying employment and have willfully misrepresented to or failed to notify the Plan in advance, with respect to such disqualifying employment, your monthly benefit will be suspended for an additional period of three months, for a total of six months, in addition to each month you engaged in disqualifying employment. If your pension is subject to recalculation, a new application for benefits will be required.

After Age 65 (Normal Retirement Age):

- Upon reaching Normal Retirement Age (age 65), a Disability pensioner will be treated as a Regular pensioner for suspension of benefit and disqualifying employment purposes. If you have attained Normal Retirement Age, your monthly benefit will be suspended for any calendar month in which you worked or were paid for more than 40 hours in disqualifying employment.
- If you re-enter Covered Employment to an extent sufficient to cause a suspension of benefits, your monthly pension will resume once you notify the Fund Office that you are no longer working in excess of 40 hours per month. If your pension is subject to recalculation, a new application for benefits will be required.
- Paid non-work time will be counted toward the measure of 40 hours if paid for vacation, holiday, illness, or other incapacity, layoff, jury duty, or other leave of absence.

Notices

When your pension payments begin, the Trustees will notify you of the Plan rules governing suspension of benefits. If your benefits have been suspended and payments resume, new notification will, upon resumption, be given to you if there has been any material change in the suspension rules.

- You must notify the Trustees in writing in advance before starting any work of a type that is or may be considered disqualifying employment, without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month).
- If you work in disqualifying employment in any month and fail to give timely advance notice to the Trustees of such employment, the Trustees will presume that you worked for at least 40 hours in such month and any subsequent month before you gave notice that you stopped working in disqualifying employment. You will

have the right to overcome such presumption by establishing that your work was not, in fact, an appropriate basis, under the Plan, for suspension of your benefits.

- If you work in disqualifying employment for any number of hours and you fail to give advance notice to the Trustees of such employment, the Trustees will presume that you were engaged in such work for as long as the contractor has been and remains actively engaged at that site. You will have the right to overcome such presumption by establishing that your work was not, in fact, an appropriate basis, under the Plan, for suspension of your benefits.
- If your pension is suspended, you must notify the Trustees when disqualifying employment has ended. The Trustees will have the right to hold back benefit payments until such notice is filed and proof satisfactory to the Trustees is furnished that such disqualifying employment has ended, which may also include a submission of an application for benefits.
- You may ask the Trustees whether particular employment will be disqualifying. The Trustees will provide you with their determination within a reasonable period of time.
- The Trustees will inform a participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice will include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U. S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice will describe the procedure for the participant to notify the Trustees when his Disqualifying Employment ends. If the Trustees intend to recover prior overpayments by offset under subsection (h)(2), the suspension notice will explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

You are entitled to a review of a determination suspending your benefits by written request filed with the Trustees within 180 days of the notice of suspension. The same right of review will apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

Resumption of Benefit Payments:

- Benefits will be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the first month after the last calendar month for which your benefits were suspended, provided you complied with the notification requirements.
- Overpayments attributable to payments made for any month or months for which you engaged in disqualifying employment and/or to applicable penalties will be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. The deduction from a monthly benefit

will not exceed 25% of the pension amount (before deduction), except that a full offset may be made of the first pension payment upon resumption after a suspension. If you die before the Pension Fund has recovered all overpayments, deductions will be made from the benefits payable to your beneficiary subject to the 25% limitation on the rate of deduction.

Benefit Payments Following Suspension

If you return to Covered Employment and earn one full Pension Credit, upon your subsequent retirement and after filing an application for benefits, you will be entitled to receive an increased pension based on your age and Pension Credit accumulated during your subsequent period(s) of work in Covered Employment.

If you reach Normal Retirement Age, you previously returned to work in Covered Employment, and you earned a fractional portion of a Pension Credit (less than one Pension Credit), you will have your pension benefit recalculated upon reaching Normal Retirement Age. Your pension benefit will be recalculated by adding the additional Pension Credit accrued after your initial retirement to your prior accruals. Additional accruals will be added to the monthly pension previously paid with the resumption of benefit payment and your benefit will be recalculated, as if being calculated for the first time, subject to certain Plan rules.

A Joint and Survivor Benefit or any other form of benefit payment in effect immediately prior to suspension of benefits will remain effective for those prior accruals following your death, if your death occurs while your benefits are in suspension. If you have returned to Covered Employment, you will not be entitled to a new election for accruals associated with yours prior retirement(s), unless the prior election was made under a Disability Pension.

No Suspension After Required Beginning Date

No benefits will be suspended for months starting on and after your Required Beginning Date, as defined on page 58.

Voluntary Suspension of Benefit Payments

If you receive a pension, you may, for personal reasons, submit a request to the Trustees in writing that payment of your monthly benefit be suspended for any period of time you specify, other than disqualifying employment. If your suspension is due to your returning to work as a laborer, your suspension will be subject to applicable penalties. Upon receipt of such a request, the Trustees will authorize suspension of pension payments, and you will have forfeited all rights to the payments, which are suspended. However, you will retain the right to future monthly pension payments upon written notice to the Trustees of your desire to revoke or modify your prior request for a suspension.

Administrative Suspension

An administrative suspension of benefits for reasons such as returned mail or failure to respond to an inquiry will not result in non-entitlement to benefits for any month, so that benefits will be reinstated retroactively (without interest) once the administrative suspension is removed. Similarly, an administrative suspension of benefits is authorized in cases where the continued entitlement to a benefit, e.g., an Occupational Disability Pension or a Total and Permanent Disability Pension, is under review and you (or another payee) fail to respond to information requests from the Plan Administrator. In such event, benefits will be reinstated retroactively (without interest) in the event you (or another payee) is determined to be entitled to such benefit.

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PLAN INFORMATION

Type of Plan

This Plan is considered to be a defined benefit plan.

Pension Fund Identification Number

The Employer Identification Number (EIN) issued to the Pension Fund is: 06-6044348.

Plan Number

The Plan Number is: 001

End of Plan Year

All financial records of the Fund are kept on a fiscal year of April 1 to March 31.

Name and Address of the Pension Plan

Connecticut Laborers' Pension Plan
435 Captain Thomas Boulevard
West Haven, Connecticut 06516
Telephone: (203) 934-7991
Toll Free: (800) 922-3240

Plan Administrator

The Plan is administered and maintained by the Board of Trustees. The Trustees are governed by the Trust Agreement and Plan documents established and maintained in accordance with Collective Bargaining Agreements.

Union Representatives

Mr. Charles T. LeConche (Co-Chairman)
Connecticut Laborers' District Council
475 Ledyard Street
Hartford, Connecticut 06114

Mr. Ralph Inorio
Local Union #455
3 Baer Circle
P.O. Box 120-680
East Haven, Connecticut 06512

Mr. Jeffrey Merrow
Local Union #611
P. O. Box 1123
New Britain, Connecticut 06050

Mr. Peter Perez
Local Union #146
43 North Avenue
Norwalk, Connecticut 06851

Employer Representatives

Mr. Peter Arborio (Co-Chairman)
Arborio Corporation
231 Shunpike Road
Cromwell, Connecticut 06416

Mr. Edward T. Gilligan
Tilcon Connecticut, Inc.
301 Hartford Avenue
Newington, Connecticut 06131

Mr. Mario Smith
Waters Construction Company, Inc.
300 Bostwick Avenue
Bridgeport, Connecticut 06605

Mr. Robert Sullivan
Standard Builders, Inc.
52 Holmes Road
Newington, Connecticut 06111

Agent for Service of Legal Process

If for any reason you wish to seek legal action, you may serve legal process upon:

Mr. Richard F. Weiss, Executive Director
Connecticut Laborers' Pension Fund
435 Captain Thomas Boulevard
West Haven, Connecticut 06516
Telephone: (203) 934-7991
Toll Free: (800) 922-3240

In addition, legal process may be served upon any Plan Trustee at the individual addresses previously shown.

Source of Contributions to the Pension Fund

Contributions to the Pension Fund are made by individual contributing employers at the rates established by Collective Bargaining Agreements. Benefits are provided from the Fund's assets in accordance with the Trust Agreement and the assets are invested by independent asset management companies.

The Trustees believe the contributions will be sufficient under normal circumstances to provide the benefits described in this booklet. However, since it is not possible to predict future conditions accurately, the Trustees reserve the right to revise the Plan to maintain the integrity of the Fund.

Contributing Employers

You may make a written request to the Fund Office for information as to whether a particular employer or employer organization is a contributing employer with respect to this Plan and, if so, you may request the address of that contributing employer.

Collective Bargaining Agreements

The Pension Fund and the Pension Plan are maintained pursuant to various Collective Bargaining Agreements, which provide for the rate of employer contributions to the Pension Fund, the type of work and areas of work for which contributions are payable and certain other terms governing contributions. You may request, in writing, that the Plan Administrator provide you with a copy of the applicable Collective Bargaining Agreement upon your payment of a reasonable charge. A copy of the Collective Bargaining Agreement is also available for examination at the Fund Office.

Non-Assignment of Benefits

No participant, pensioner, spouse or beneficiary entitled to any benefits under this Plan will have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate or impair in any manner his or her benefits or legal or beneficial interest under this Plan, or any interest in the assets of the Pension Fund. Neither the Pension Fund nor any of the assets thereof will be liable for the debts

of you, your spouse or your beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceeding. The Internal Revenue Service (IRS) can attach a pensioner's retirement benefits. In addition, a former spouse, through a QDRO (see page 71), may be assigned all or a portion of your accrued benefit.

Pension Benefit Guaranty Corporation (PBGC)

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly accrual rate and (2) 75% of the next \$33.

The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

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

The PBGC guarantee generally does not cover:

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

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

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

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

Qualified Domestic Relations Order

Your benefits may be ordered by a court to be paid to an alternate payee. An alternate payee is usually a former spouse or dependent child. If the Plan receives a Qualified Domestic Relations Order (QDRO) against your pension, it will review the qualified status of the order and administer benefits accordingly. A QDRO is binding on all parties and must be fully recognized and executed by the Plan. If you have any questions regarding your rights under a QDRO, contact the Fund Office.

The Fund Office has procedures and sample documents it can share with your attorney and you may contact the Fund Office to request that the procedures and documents be sent to your attorney.

Effect on Employment Rights

No participant will have any right in or to any portion of the Pension Fund except such rights, if any, as may accrue to him/her or for his/her benefit upon retirement, termination or upon the occurrence of death or disability as provided in this Pension Plan. The employment rights of any employee will not be enlarged or affected by reason of the provisions of the Pension Plan.

Rights to Assets

No person other than the Trustees of the Pension Fund will have any right, title or interest in any of the income or property of any funds received or held by or for the account of the Pension Fund. No person will have any right to benefits provided by the Plan, except as expressly provided in the Plan Document.

Non-Reversion of Assets

It is expressly understood that this Plan will be maintained for the exclusive benefit of the participants and their beneficiaries (including reasonable administration expenses) and that in no event will any of the corpus or assets of the Pension Fund revert to any employer or be subject to claims of any kind or nature by any employer, except for the return of erroneous contributions made by an employer by mistake of fact or law, provided that the return of such erroneous contributions

are returned to the employer within six months after the Trustees determine that the contributions were made by such a mistake as provided for in ERISA Section 404(c)(2)(A)(ii); or as otherwise permitted by law.

Governing Law

This Plan will be construed according to the laws of the State of Connecticut, except as such laws are superseded by ERISA or other Federal law.

Right to Terminate

The Trustees will have the right to terminate this Plan in whole or in part in accordance with the Agreement and Declaration of Trust. The rights of all affected participants, pensioners, beneficiaries and spouses to benefits accrued to the date of termination, partial termination or discontinuance will be nonforfeitable to the extent such rights are funded as of such date. In the event of termination, the Trustees will take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

Right to Amend

This Plan may be amended at any time by vote of the Trustees in accordance with the provisions of the Agreement and Declaration of Trust. However, no amendment may decrease the benefits accrued by the participant, except:

- As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA; or
- If the amendment meets the requirements of Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved it or, within 90 days after the date on which such notice was filed, failed to disapprove; or
- As otherwise permitted or required by the provisions of the Internal Revenue Code or ERISA.

Maximum Benefit Limitations

The Internal Revenue Code under Section 415 provides that your yearly benefit from the Plan must not exceed certain limits. These Maximum Benefit Limitation Rules are very complex and are not discussed in detail here. However, it is unlikely that these limits will affect most participants in this Plan. If the Fund Office feels you may be affected by these rules, you will be notified.

YOUR ERISA RIGHTS

As a participant in the Connecticut Laborers' Pension 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 the following rights:

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, Collective Bargaining Agreements, and the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the Plan, including insurance contracts, Collective Bargaining Agreements, copies of the latest annual report (Form 5500 Series), and the updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a copy of any material required by law to be distributed to Plan participants.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (normally age 65) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who have the responsibility 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 Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misused the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the 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 EBSA, U.S. Department of Labor listed in your telephone directory or the:

National Office:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, District of Columbia 20210
(866) 444-3272

Boston Regional Office:

JFK Federal Building
15 New Sudbury Street, Room 575
Boston, Massachusetts 02203
(617) 565-9600

For more information about your rights and responsibilities under ERISA, call (866) 444-3272 or visit www.dol.gov/ebsa.

HISTORY OF BENEFIT ACCRUAL RATES

The amount of your pension is based on the number of Pension Credits you have accrued and the Benefit Accrual Rate in effect at the time you retire or leave Covered Employment. You may have a different Benefit Accrual Rate if, at any time, you failed to accrue the minimum number of Pension Credits in accordance with the following table:

Benefit Accrual Rate	Retirement Date on or After	Credit Requirement
\$77.00	January 1, 2008	One (1) Pension Credit after January 1, 2007 (exclusive of the Bank of Hour provisions); as adopted November 26, 2007
\$75.00	January 1, 2000	One (1) Pension Credit after January 1, 1999 (exclusive of the Bank of Hour provisions); as adopted November 21, 2000
\$57.00	January 1, 1999	One (1) Pension Credit after January 1, 1998 (exclusive of the Bank of Hour provisions)
\$55.00	January 1, 1996	One (1) Pension Credit after January 1, 1995 (exclusive of the Bank of Hour provisions)
\$54.00	April 1, 1995	One (1) Pension Credit after January 1, 1994 (exclusive of the Bank of Hour provisions)
\$52.00	April 1, 1994	One (1) Pension Credit after January 1, 1993 (exclusive of the Bank of Hour provisions)
\$50.00	April 1, 1992	One (1) Pension Credit after January 1, 1991 (exclusive of the Bank of Hour provisions)
\$48.00	January 1, 1991	One (1) Pension Credit after January 1, 1990 (exclusive of the Bank of Hour provisions)
\$46.00	January 1, 1990	One (1) Pension Credit after January 1, 1989 (exclusive of the Bank of Hour provisions)
\$44.00	January 1, 1989	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1988
\$40.00	January 1, 1987	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1986
\$36.00	January 1, 1986	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1985
\$32.00	January 1, 1985	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1984
\$28.00	June 1, 1983	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1983
\$24.00	January 1, 1982	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1981
\$18.00	July 1, 1980	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1980
\$16.00	April 1, 1978	One-quarter ($\frac{1}{4}$) of a Pension Credit based on work in Covered Employment after January 1, 1977

Note: If you left Covered Employment for a period of two or more calendar years before April 1, 1978, a different Benefit Accrual Rate may apply to you.

If you fail to accrue at least $\frac{1}{4}$ of a Pension Credit in each of two consecutive calendar years prior to the time you file an application for benefits, and you subsequently return to Covered Employment before you receive any pension benefits under this Plan, and you earn additional Pension Credit, the amount of your pension will be the total of (1) and (2) below:

1. The amount of the accrued benefit determined prior to your failure to earn at least $\frac{1}{4}$ of a Pension Credit in each of two consecutive calendar years, calculated based on the Pension Credits accrued and the Benefit Accrual Rate applicable to that service; plus
2. The Pension Credits you earn after you return to Covered Employment multiplied by the Benefit Accrual Rate applicable to that period of service. In the event you accumulate more than 25 Past and Future Service Pension Credits (or 35 Future Service Pension Credits), the 25 Past and Future Pension Credits (or 35 Future Service Pension Credits) that produce the greatest accrued benefit will be counted in computing your benefits.

If you have accrued at least $\frac{1}{4}$ of a Pension Credit since January 1, 1988 by working in Covered Employment and you have achieved Vested Status, you are able to repair a previous Break in Service and restore previously forfeited Pension Credits, along with overriding the Benefit Limitation provisions of this section by either accruing one Pension Credit in each of five consecutive calendar years (by working in Covered Employment or by hours credited for disability) or by earning at least $\frac{1}{4}$ of a Pension Credit in each of 10 consecutive calendar years following the period of absence.

Pension Credit earned with the LIUNA National (Industrial) Pension Fund attributable to employment in Connecticut for Stone and Webster Construction Company, Inc. under the Laborers' Production Services Agreement for Northeast Utilities during the period from August, 1994 through June, 1997 will not be recognized as Pension Credit under this Plan for benefit computation purposes, but will be recognized as Pension Credit solely for purposes of determining whether the Benefit Limitation provisions of this Plan are applicable.

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