

# **OHIO BRICKLAYERS PENSION PLAN**

## **SUMMARY PLAN DESCRIPTION**

**AS OF NOVEMBER 2019**



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**SUMMARY PLAN DESCRIPTION  
FOR THE OHIO BRICKLAYERS PENSION PLAN**

November 2019

To Participants and Beneficiaries of the Pension Plan:

We are pleased to present this summary of the main provisions of the Ohio Bricklayers Pension Plan.

This booklet reflects the Plan and all Plan amendments that have been adopted through **November 2019** and summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible, and the procedures that must be followed when applying for a benefit. This booklet also includes important information concerning your rights as a participant or beneficiary.

This booklet is simply a summary, and does not contain all of the details of the Ohio Bricklayers Pension Plan or the federal tax laws applicable to tax-qualified plans. This booklet does not change, expand, or otherwise interpret the terms of the Plan. Your rights can only be determined by referring to the full text of the Plan document. **If there is any discrepancy between the provisions of this summary and the Plan document itself, it is the Plan document that determines the provisions of this Plan, not this summary.**

Only the full Board of Trustees is authorized to interpret the Plan. No other individual or organization, such as your Union or Employer, or any other employee or representative, is authorized to interpret this Plan or act as an agent of the Board of Trustees. Please direct all questions regarding the Plan in writing to the Board of Trustees.

The Board of Trustees also retains the authority to amend the Plan. You will be notified by mail of any important changes in the Plan. Therefore, it is very important that the Board of Trustees and the Fund Office be notified immediately of any changes in your mailing address. It is your responsibility to ensure that your address is current.

We urge you to read this booklet carefully in order to become familiar with the Plan. Furthermore, we strongly recommend that you share this booklet with your family. If you should ever have any questions about the Plan, please contact the Board of Trustees for assistance.

**BOARD OF TRUSTEES  
OHIO BRICKLAYERS PENSION PLAN  
c/o BeneSys, Inc.  
P.O. Box 99550  
Troy, MI 48099-9550  
(248) 641-4921 or (833) 289-4921 (toll-free)**



## **PLAN INFORMATION**

### **Name of Plan:**

The formal name of the Plan is the Ohio Bricklayers Pension Plan. For purposes of this summary, it will be referred to as the "Pension Plan" or the "Plan".

### **Type of Plan:**

The Plan is a defined benefit pension plan. This means that, if you are eligible, you will receive a monthly pension benefit payable at your Normal Retirement Date based upon your service under the Plan.

### **Identification Number of Plan Sponsor:**

51-6029565

### **Plan Number:**

001

### **Plan Year:**

The Plan Year is the 12-month period beginning May 1st and ending April 30th.

### **Plan Sponsor and Administrator:**

Board of Trustees of the Ohio Bricklayers Pension Plan  
c/o BeneSys, Inc.  
P.O. Box 99550  
Troy, MI 48099-9550  
Phone: (248) 641-4921  
(833) 289-4921 (toll-free)

### **Fund Office (Third Party Administrator):**

To request information regarding the Pension Plan, please contact:

The Ohio Bricklayers Fringe Benefit Funds  
P.O. Box 99550  
Troy, MI 48099-9550  
Phone: (248) 641-4921  
(833) 289-4921 (toll-free)  
Internet: [www.ohiobricklayersbenefits.org](http://www.ohiobricklayersbenefits.org)

**Trustees:**

The Plan is administered by a joint Board of Trustees, which is made up of three (3) Employer Trustees and three (3) Union Trustees. The Trustees are fiduciaries for the Plan and have the authority to control and manage the operation and administration of the Plan. At the present time, the Trustees are as follows:

**Management Trustees:**

Tom Kahler  
The Mosser Group  
122 S. Wilson Ave.  
Fremont, OH 43420

Royce Kohman  
1019 Buckland Avenue  
Fremont, Ohio 43420

Nicholas Weisbrod  
Weisbrod Masonry  
4378 English Oak Ct.  
Mason, Ohio 45040

**Union Trustees:**

Kenneth Kudela  
O.A.D.C.  
8497 Leavitt Rd.  
Amherst, OH 44001

Steven Shively  
1037 Hazel Street  
Fremont, Ohio 43420

Brian Wear  
O.A.D.C. Local #18  
1550 Chase Avenue  
Cincinnati, Ohio 45223

**Legal Counsel:**

Ledbetter Parisi LLC  
70 Rhoads Center Drive, Suite B  
Centerville, Ohio 45458  
Phone: (937) 619-0900  
Fax: (937) 619-0999

**Agent for Service of Legal Process:**

Service of Legal Process may be made upon the Plan Attorney, the Plan Fund Office, or any of the Plan Trustees at the addresses shown above.

**Plan Funding:**

The Plan is funded by contributions made by Employers signatory to Collective Bargaining Agreements. Contributions are held in trust pursuant to the Ohio Bricklayers Pension Trust Agreement and Declaration of Trust, which was signed on March 2, 1977, and restated June 1, 2018.



**Collective Bargaining Agreement:**

The Plan is maintained pursuant to Collective Bargaining Agreements between the participating local Unions affiliated with the International Union of Bricklayers and Allied Craftsmen (AFL-CIO) and all Employers signatory to and participating in these agreements. You may request copies of these Collective Bargaining Agreements by contacting the Board of Trustees **in writing**. A reasonable fee may be charged for copying expenses. You may also examine copies of the Collective Bargaining Agreements at your Union Hall. If you give the Board of Trustees at least 10 days advance **written** notice, copies of the Collective Bargaining Agreements will be made available at any work site where 50 participants are working.

**Contributing Employers:**

The Plan is maintained as a result of collective bargaining between local Unions affiliated with the International Union of Bricklayers and Allied Craftsmen (AFL-CIO) and various contributing employers. Upon **written** request to the Fund Office, you will be provided with information about whether a particular employer or union is contributing to the Plan and, if so, its address.

**STATEMENT OF YOUR ERISA RIGHTS**  
**(THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974,  
AS AMENDED)**

As a participant in the Ohio Bricklayers Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and the Union Hall, all documents governing the Plan, including Collective Bargaining Agreements, insurance contracts, and copies of the latest annual report (Form 5500 Series) filed by the Plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Board of Trustees, copies of documents governing the operation of the Plan, including Collective Bargaining Agreements, insurance contracts, copies of the latest annual report (Form 5500 Series), and an updated summary plan description. A reasonable fee may be charged for copying expenses.
- Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each participant with a copy of the Plan's Annual Funding Notice.
- Obtain a statement telling you whether you have a right to receive a pension benefit at Normal Retirement Age (age 62) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many Years of Credited Service you have earned to date. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide this statement free of charge.

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

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 example, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Board of Trustees 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 Board of Trustees.

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 misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (see your local telephone directory) or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. The nearest area office of the Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway, Suite 210, Fort Wright, Kentucky, 41011, or (859) 578-4680. Additional information about your rights and responsibilities under ERISA is also available at the Department of Labor's website at: <http://www.dol.gov/ebsa>.

**QUESTIONS AND ANSWERS**  
**ABOUT THE PENSION PLAN**

**ELIGIBILITY FOR PARTICIPATION**

**1. Q. Who is eligible to participate in the Pension Plan?**

A. The following individuals are eligible to participate in the Plan:

- All active Employees of Participating Employers whose employment is the subject of a Collective Bargaining Agreement by and between the Employer and a Union affiliated with the International Union of Bricklayers and Allied Craftsmen (AFL-CIO) and affiliated with this Pension Fund.
- Any person for whom contributions to the Plan are required by the collective bargaining agreement or participation agreement is eligible to participate in the Plan.

Owners are not permitted to participate in the Plan. The term “Owner” means any persons who are:

- a sole proprietor of a contributing Employer, or
- a partner in a contributing Employer
- anyone who, owns 100% of the stock of a corporate Employer, or
- anyone else whose ownership interest in a contributing Employer would, in the opinion of the Trustees jeopardize the tax exempt status of the Fund, or violate ERISA.

If you or a family member has any ownership interest in a contributing employer, you should contact the Fund Office to determine if you are eligible to participate. Special rules apply to those who suffered a permanent break in service in 1995 because of their status as an employer. If you were affected by this rule, please contact the Fund Office. It may be possible for you to recapture some of the forfeited service.

**2. Q. When will I become a participant in the Plan?**

A. An employee will begin participation upon completing one Hour of Service under the Plan. An employee will become a participant as defined by the Plan on the first May 1st or November 1st following the completion of 1,000 Hours of Service. An Hour of Service is generally an hour for which you are paid or entitled to payment by your Employer. However, if you belong to a Local not participating in this Plan, and if any contributions made on your behalf are required to be sent back to the Plan of your home Local based on a request filed with the Fund Office under a valid Reciprocity Agreement, you will not become a participant in this Plan.

**3. Q. Do I have to sign anything to join the Plan?**

- A. No. However, it is very important that you keep the Fund Office informed of any changes in your mailing address. It is the only way the Board of Trustees can notify you of any changes to the Plan or other developments regarding the Plan. If you need to update your address information, contact the Plan's Fund Office, c/o BeneSys, Inc., at P.O. Box 99550, Troy, MI 48099-9550, Phone: (248) 641-4921 or (833) 289-4921 (toll-free).

**In addition, since there may be death benefits available under the Plan, a "Designation or Change of Beneficiary Form" should be completed and kept up to date. If you should ever need to update your status, please contact BeneSys, Inc..**

**4. Q. What is Covered Employment?**

- A. Covered Employment is employment for which your Employer is required to contribute to the Plan. Covered Employment is determined by the Collective Bargaining Agreement or Participation Agreement under which you are employed.

**5. Q. What is Non-Covered Masonry Employment?**

- A. On and after May 1, 2006, Non-Covered Masonry Employment means employment in the bricklaying and masonry industry for an employer or as a self-employed individual, where such employment is not subject to a signed Collective Bargaining Agreement between the employer and a Union affiliated with the International Union of Bricklayers and Allied Craftsmen (AFL-CIO).

**6. Q. What is an Hour of Service?**

- A. An Hour of Service includes:
- Each hour for which you are paid or entitled to payment by your Employer for the performance of duties.
  - Each hour for which you are paid or entitled to payment for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence.
  - Each hour for which back pay is either awarded or agreed to by the Employer.
  - Each hour you are engaged in qualifying military service.

**CREDITED SERVICE**

**7. Q. What is Credited Service?**

- A. Credited Service is used to determine your eligibility for a benefit. If you are

fully vested in your benefit, you have a non-forfeitable right to a pension benefit payable at your Normal Retirement Date. Even if you leave employment, you will still have an unconditional right to a benefit from the Pension Plan, which is legally enforceable. If you are not vested, then you may not be entitled to any benefit. For more information regarding vesting under the Pension Plan, see “VESTING”.

**8. Q. How do I earn Credited Service?**

A. Your total Years of Credited Service are equal to the sum of your Credited Past Service and your Credited Future Service. Past Credited Service and Future Credited Service are defined as follows:

**Credited Past Service:**

- You will receive credit for service prior to May 1, 1967, to a maximum of 10 years. These credits are computed on the basis of one (1) year for each 1,000 or more hours worked in a calendar year, or one-tenth of a year for each 100 hours worked. To receive these credits, you must have had contributions made to the Plan for at least one (1) Hour of Service after joining the Plan.
- Local #18 OH and Local #2 KY entered the Pension Plan effective April 1, 1995. These new participants were granted up to five (5) Years of Credited Past Service to apply towards vesting only, no benefits were granted for this Credited Past Service.
- Local #15 OH entered the Pension Plan effective June 1, 1996. Local #3 OH Tilesetters and Finishers entered the Pension Plan effective January 1, 1997. Local #6 WV entered the Pension Plan effective June 1, 2001. These new participants were not granted any Credited Past Service to apply towards vesting or benefits.

**Credited Future Service:**

- From May 1, 1967 to April 30, 1976, you received credit for one (1) Year of Service for each Plan Year in which one (1) or more Hours of Service was completed and contributions have been made to the Fund.
- From May 1, 1976 to April 30, 1993, you were credited with one (1) Year of Credited Service for each Plan Year in which you completed one (1) or more Hours of Service.
- After May 1, 1993, you will earn one (1) Year of Credited Service for each Plan Year in which you work at least 1,000 hours. If less than 1,000 hours are worked in a Plan Year, one-tenth of one year will be credited for each 100 hours worked. For example, if you work 480 hours in a Plan Year, you will earn four-tenths (0.4) of a Year of Credited Future Service.

**You will not receive credit for more than one (1) Year of Credited Service for any Plan Year, and Credited Service will not be granted for periods of**

**work that are not considered Covered Employment or for periods of self-employment.** In addition, Years of Credited Service earned prior to a Permanent Break in Service are disregarded. For more information regarding a Permanent Break in Service, see “LOSS OF PENSION BENEFITS”.

## **VESTING**

### **9. Q. What does it mean to be vested in my pension benefit?**

- A. To be vested means that you have a non-forfeitable right to a future benefit. That is, even if you leave Covered Employment, you will still be eligible for a pension benefit when you reach retirement age.

### **10. Q. How do I become vested?**

- A. You will be fully vested under the Pension Plan when you satisfy one (1) of the following conditions:
- You have earned 5 Years of Credited Service and have performed at least one (1) Hour of Service on or after May 1, 1993; or
  - You have earned 10 Years of Credited Service; or
  - You are an active Participant who is at least 62 years old and you have attained the fifth (5th) anniversary of the date on which you commenced participation in the Pension Plan.

When determining a participant’s vested status, Years of Credited Service earned prior to a Break in Service are disregarded. Please see “LOSS OF PENSION BENEFITS” for information regarding a Break in Service.

### **11. Q. How will I know if I am vested?**

- A. Once each year you will receive a statement of status under the Plan. This statement is prepared as of the end of the Plan Year (April 30th) and will list your Years of Credited Service and your vested percentage. The statement will also include information regarding the amount of your estimated accrued benefit. If you have any questions regarding your annual statement, you should contact BeneSys, Inc. at P.O. Box 99550, Troy, MI 48099-9550, Phone: (248) 641-4921 or (833) 289-4921 (toll-free).

### **12. Q. Are there special vesting rules for apprentices or those who serve in the military?**

- A. Yes. For periods after March 1, 1999, apprentices will be granted vesting credit when they work for a contributing employer, regardless of whether contributions are required to be made on their behalf. Additionally, those who are away from work due to a period of qualifying military service will also receive vesting credit.

See, "PROVISIONS RELATING TO VETERANS' REEMPLOYMENT" or contact the Fund Office for more information.

## **RECIPROCITY**

### **13. Q. What happens if I work for a contributing employer outside the jurisdiction of this Plan?**

- A. If you perform work outside the jurisdiction of your Local Union, it may be possible to have that service count toward your pension if a reciprocity agreement exists between this Plan and the plan of the other Local where you go to work. However, even if there is such an agreement, you must complete and submit an application to initiate the transfer. **Contributions are often transferred prospectively only from the date the application form is completed.** Keep in mind, any contributions received by the other plan before you complete and submit the application may not be forwarded to this Plan.

### **14. Q. How do I know if a reciprocity agreement is in effect between the Ohio Bricklayers Plan and the Local in the area where I am working?**

- A. As soon as you become aware that you will be working in another jurisdiction, contact the Fund Office to determine whether or not a reciprocity agreement exists; and, if it does, whether the other jurisdiction will provide you with the proper forms to complete the application and initiate the transfer. Do not wait until the job in the other Local is finished before you apply. Most agreements have deadlines concerning the transferring of funds. **If you wait too long to apply, benefits may be lost.**

### **15. Q. How is my Pension paid if my service was divided between the Ohio Bricklayers Plan and other plans?**

- A. Under some circumstances you may be entitled to pro-rata pension credit for work you performed in other jurisdictions. Please contact the Fund Office for more information on pro-rata crediting.

## **LOSS OF PENSION BENEFITS**

### **16. Q. Is it possible for me to ever lose the Credited Service I have earned under the Pension Plan?**

- A. If you leave employment before becoming fully vested and do not return to work under the Plan within five years, you may lose both your Credited Service and all rights to any benefits you may have earned under the Plan.

### **17. Q. How would I lose my Credited Service?**

- A. If you don't work any hours in a Plan Year, you will have a One-Year Break in



Service. If you don't work any hours during a Plan Year but have earned at least five (5) Years of Credited Service with at least one (1) Hour of Service on or after May 1, 1993, you will be considered a Deferred Vested Participant. If you have less than five (5) Years of Credited Service when you suffer a One-Year Break in Service, you will no longer be a participant in the Plan.

However, you will not lose your Credited Service and pension benefits you have earned to date under the following circumstances:

- **You are totally disabled.** A grace period will be granted for up to three (3) years provided that you have submitted a notice **in writing** to the Trustees stating that you are disabled. No grace period shall be granted for any period prior to one (1) year preceding the receipt of such written notice, unless the Trustees find there are extenuating circumstances which prevent timely filing.
- **You are absent from employment for maternity or paternity reasons.** Upon reentering Covered Employment you will be credited with service for the period of time you were absent from service according to IRS regulations. These Hours of Service will be used to determine eligibility and vesting.
- **You are in military service.** A grace period will be granted for the length of such service provided you make yourself available for covered employment within the time period required by law following your separation from military service. Upon reentering Covered Employment you will also be credited with contributions, service and benefits for the period of time you were in the military according to IRS regulations. If you feel you should be credited for time spent in the military, please contact the Fund Office. See "PROVISIONS RELATING TO VETERANS' REEMPLOYMENT" for more information about absence due to military service. Effective January 1, 2007, any participant killed during a period of qualifying military service will receive vesting credit, but not benefit accrual credit, for the period of military service as if he returned to covered employment.
- **You begin work with your employer, or remain employed by your employer, but in a category of work not considered Covered Employment.** For example, suppose you are moved by your Employer (who has been contributing to the Plan on your behalf) to a position not covered by the Collective Bargaining Agreement. The law requires that all service in this new position be counted for purposes of determining whether or not you are vested. If you experience such a switch in employment, you must notify the Fund Office **in writing** so that your records can be marked to ensure that you will not lose any benefits to which you might be entitled.
- **You are on an Approved Leave of Absence** granted in writing by the Board of Trustees and return within the specified period of time.

**18. Q. Can I regain my Credited Service if I return to Covered Employment?**

- A. If you are fully vested and return to employment with a Contributing Employer,

any additional Credited Service you earn will be added to the Service you had prior to your One-Year Break in Service.

If you are not fully vested when you have a One-Year Break in Service, you can regain your prior credits by returning to work and working more than one (1) Hour of Service during any of the next five (5) consecutive Plan Years (plus any grace periods granted above). If you return to employment during this period, any additional Service you earn will be added to the Years of Credited Service you had prior to your One-Year Break in Service.

**19. Q. What happens if I do not return to employment with an Employer?**

- A. If you are not fully vested and do not return to employment within the period described above, you will have a Permanent Break in Service. This means that all of your Years of Credited Service and all rights to any benefits you may have earned under the Pension Plan are permanently lost. If you return to employment with an Employer at a later date, you will start out again as if you were a new employee, with no Credited Service or benefits.

**EXAMPLE:** You have two (2) Years of Credited Service when you leave employment. However, you come back and work more than one (1) hour in a Plan Year after having four (4) consecutive One-Year Breaks in Service. Since you returned to Covered Employment before having five (5) consecutive One-Year Breaks in Service, you would regain your Years of Credited Service and any benefits you may have previously earned under the Pension Plan.

**EXAMPLE:** You leave Covered Employment after having completed four (4) Years of Credited Service. You would then have five (5) consecutive Plan Years within which to return to Covered Employment and regain your past credits. Suppose, however, that you do not return to Covered Employment until seven (7) years later. That is, you experienced seven (7) consecutive One-Year Breaks in Service. This means you have a Permanent Break in Service, and all of your prior Years of Credited Service and benefits are permanently lost. If you returned to Covered Employment at a later date, you would start out again as a new employee with no Credited Service and no benefits.

**EXAMPLE:** You have three (3) Years of Credited Service under the Pension Plan when you are called to military service for two (2) years. If you return to Covered Employment prior to seven (7) consecutive One-Year Breaks in Service (five consecutive One-Year Breaks in Service plus the two-year grace period for your military service), you would regain your three (3) Years of Credited Service and all rights to any benefits you may have earned under the Plan.

**20. Q. What if the Plan Administrator does not have my correct address?**

- A. It is your responsibility to keep the Fund Office records updated with your latest address. All correspondence will be sent to the address you provide and if the Fund Office cannot reach you, then your benefit may be forfeited. The vested benefit of any participant will be reinstated if he is located by the Administrator.

## **RETIREMENT BENEFITS**

### **21. Q. When can I retire under the Plan?**

- A. The Plan provides for Normal, Early, Late Retirement, and Total and Permanent Disability benefits. Descriptions of these benefits are described in greater detail in the Sections that follow. In each instance, your eligibility for a benefit is based upon your age and the number of Years of Credited Service you have earned under the Pension Plan. The amount of your benefit is determined by the contributions made on your behalf for hours worked prior to your Benefit Commencement Date.

When you want to begin receiving retirement benefits from the Plan, you must make a written application to the Board of Trustees. **Benefit payments will not start until the first day of the month following the date on which your complete, written benefit application form is received by the Fund Office.**

There must be a good faith and complete termination of employment prior receiving benefits from the Plan. If you go back to work in any capacity within 30 days of starting to receive a retirement benefit from the Plan, you will not be eligible to receive retirement benefits, must repay any benefits received, and may reapply for benefits only after employment has terminated. Following your retirement, if you decide to seek employment with an employer in the industry, you are subject to the Plan's suspension of benefit rules, see the section titled "SUSPENSION OF BENEFITS RULES".

### **22. Q. Are there any circumstances under which payment of my retirement benefit would be delayed?**

- A. Yes. All Early, Normal, and Late Retirement benefits earned on and after September 1, 2012 will be delayed for six (6) calendar months for each month in which you work one (1) or more hours in Non-Covered Masonry Employment. In order to be eligible for Disability Retirement benefits earned on or after May 1, 2006, you must not have worked in Non-Covered Masonry Employment at any time on or after May 1, 2006. Refer back to "ELIGIBILITY FOR PARTICIPATION" for an explanation of Non-Covered Masonry Employment.

If you have had no hours reported to the Ohio Bricklayers Pension Plan or another Union Bricklayers retirement plan in the 12-month period prior to your intended retirement date, a detailed earnings report will be required in connection with your application for benefits. You must provide a signed release for the Fund Office to request a detailed earnings report from Social Security. The Plan will pay for this report.

**EXAMPLE:** Assume that you have earned a benefit of \$100 under the Plan after September 1, 2012, and that you have applied to commence receipt of your retirement benefit on June 1, 2016. Assume further that you have worked in Non-Covered Masonry Employment for three (3) months after September 1,

2012. Because you worked in Non-Covered Masonry Employment for three (3) months, your benefit of \$100 would be delayed for 18 months until January 2018.

**23. Q. I have heard that the Plan is in “Critical Status.” What does that mean and how might it impact my benefits?**

- A. On July 29, 2014 the actuary for the Ohio Bricklayers’ Pension Plan certified to the U.S. Department of the Treasury and the Trustees that the Plan is in critical status. The Plan is considered to be in critical status because the Plan has funding or liquidity problems, or both. The 2014 Plan Year is the first year that the Plan was certified as being in critical status.

Federal law requires that pension plans in critical status adopt a rehabilitation plan aimed at improving the plan’s funding status. A rehabilitation plan may include: (1) the reduction or even the elimination of future benefit accruals, (2) the reduction or elimination of “adjustable benefits” and/or (3) increases in the hourly contribution rate. The Board has adopted such a plan and the changes made to your benefits have been described in this summary plan document. If the Trustees determine that any additional benefit reductions are necessary to improve the Plan’s funded status, you will receive a separate Notice in the future identifying the type of the reduction and the effect of those reductions.

**NORMAL RETIREMENT BENEFITS**

**24. Q. When can I commence receipt of my Normal Retirement Benefit?**

- A. Your Normal Retirement Age is the later of age 62 or the fifth anniversary of your participation in the Plan. In determining your fifth anniversary of Plan participation, any Service you may have earned prior to a Permanent Break in Service would be disregarded. See “LOSS OF PENSION BENEFITS” for information regarding a Permanent Break in Service.

**25. Q. What is my Normal Retirement Date?**

- A. Your Normal Retirement Date is the first day of the calendar month following or coincident with the attainment of your Normal Retirement Age.

**26. Q. If I commence receipt of retirement benefits on my Normal Retirement Date, how much will my monthly pension be?**

- A. The formula for calculating your pension has been modified several times. The formula as of November 1, 2019 is the sum of the following:
- \$1.00 per month for each Year of Credited Past Service to a maximum of 10 Years, except for Employees who entered the Plan after March 31, 1995. Local #18 OH and Local #2 KY entered the Pension Plan effective April 1, 1995. These new participants were granted up to five (5) Years of Credited

Past Service to apply towards vesting only, no benefits were granted for this Credited Past Service.

- 3.15% of contributions made by an Employer on behalf of an Employee from May 1, 1967 to April 30, 1997.
- 2.90% of contributions made by an Employer on behalf of an Employee from May 1, 1997 to April 30, 2003.
- 2.20% of contributions made by an Employer on behalf of an Employee from May 1, 2003 to April 30, 2004.
- 1.76% of contributions made by an Employer on behalf of an Employee from May 1, 2004 to April 30, 2009.
- .50% of contributions made by an Employer on behalf of an Employee on and after May 1, 2009.

From May 1, 2006 to April 30, 2009, the maximum contribution rate that was credited for pension benefits was \$5.00 per hour. If your Employer contributed at an hourly rate in excess of \$5.00, no benefits were earned for the amount over the \$5.00 limit. An exception to this rule was if you worked in the jurisdiction of a Local that did not participate in the Ohio Bricklayers Pension, and you had your pension contributions reciprocated back to the Ohio Bricklayers Pension Plan. In such an instance, you received benefit credit for all contributions received, even if the hourly contribution rate exceeded \$5.00 per hour. Another exception was for Employers with whom your Union had some type of state wide agreement or home funding agreement. Under these types of agreements, the Employer is allowed to make payment of the pension contributions directly to the Ohio Bricklayers Pension Plan (the Home Fund of the member) when the work is not performed in the jurisdiction of your home Local. In these cases, you received full credit for all the contributions received.

In addition, accrued benefits and retiree pensions have been increased as follows:

<b>Date</b>	<b>Actives</b>	<b>Retirees and Beneficiaries</b>
01/01/1982	N/A	20%
01/01/1984	N/A	9.09%
04/30/1987	N/A	5% (min \$10)
12/01/1991	N/A	13th check
04/30/1992	10%	5% (min \$75)
12/01/1992	N/A	13th check (min \$50)
12/01/1993	N/A	Special check
05/01/1994	10%	10%
05/01/1995	5%	13th check
04/30/1996	N/A	\$300 check

Date	Actives	Retirees and Beneficiaries
04/30/1997	10%	N/A
04/30/1998	10%	10%
12/01/1998	N/A	Special check
04/30/1999	10%	5%
12/01/1999	N/A	13th check
04/30/2000	5%	5%
12/01/2000	N/A	13th check

**27. Q. Is there a way that I can estimate the monthly pension I will receive at my Normal Retirement Date?**

- A. It would be difficult to determine your pension benefit directly from the formula. However, once a year you will receive a statement of your status under the Plan from the Fund Office. This statement is prepared as of the end of the Plan Year (April 30th), and will contain information regarding the amount of your Accrued Benefit. It will also list the number of Years of Credited Service that you have accrued. As you approach retirement age, you can contact the Fund Office and ask for an updated estimate.

**EARLY RETIREMENT BENEFITS**

**28. Q. Can I elect to commence receipt of retirement benefits prior to my Normal Retirement Date?**

- A. Yes. You can elect to commence receipt of an Early Retirement benefit if you are at least age 55, have earned at least five Years of Credited Service and have not incurred a One Year Break in Service immediately prior to your retirement. Please note that, in determining your eligibility for an Early Retirement benefit, any Years of Credited Service you may have earned prior to a Break in Service will be disregarded.

If you are eligible for an Early Retirement benefit from the Plan and you wish to commence receipt of your pension, you must submit a written application to the Board of Trustees. **Benefit payments will not start until the first day of the month following the date on which your complete, written benefit application form is received by the Fund Office.**

**29. Q. How much will my monthly pension be if I commence receipt of benefits before my Normal Retirement Age?**

- A. The Plan provides for two (2) types of Early Retirement benefits. The amount of your monthly pension is dependent upon the type of Early Retirement for which you are eligible. The various types of Early Retirement benefits are described in greater detail below.

**Standard Early Retirement Benefits for Active and Vested Participants:**

For benefit commencement dates prior to May 1, 2017, if you are at least age 55 and have five (5) Years of Credited Service, the pension payable will be equal to the accrued benefit you earned as of your Early Retirement Date reduced by 0.5% for each month that your Early Retirement Date precedes your Normal Retirement Date. To qualify, you must not have suffered a One Year Break in Service immediately prior to your retirement date. The following table shows the percentage of your accrued benefit that will be payable under the Early Retirement provisions of the Plan. The actual percentage payable at retirement will be based on your exact age (years and months).

<b><u>Age</u></b>	<b><u>Percentage of Accrued Benefit Payable</u></b>
62	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

For benefit commencement dates after May 1, 2017, if you are at least age 55 and have five (5) Years of Credited Service, the pension payable will be the actuarial equivalent of what your Normal Retirement Benefit would have been if you have waited until age 62 to retire, with the same accrued benefit that you had at your Early Retirement Date. This means that your Early Retirement Benefit will be less than what your benefit will be if you wait until age 62 and apply for Normal Retirement. The reduction accounts for the fact that the Plan expects to pay your Early Retirement benefit over a longer period of time than if you had waited until age 62 or later to retire. Thus, the reduction will be greater the farther you are from reaching age 62.

**Unreduced Early Retirement Benefits for Active Participants:**

For participants with benefit commencement dates between May 1, 1996 and April 30, 2017, if you are at least age 55 and the sum of your age plus your Years of Credited Service is at least 85, you may elect Early Retirement and receive a monthly pension equal to your full accrued benefit. To qualify, you must not have suffered a One Year Break in Service immediately prior to your retirement date. Unreduced Early Retirement Benefits are not available to Participants who had not yet commenced their retirement benefits before May 1, 2017.

## **LATE RETIREMENT BENEFITS**

### **30. Q. Do I have to retire at my Normal Retirement Age?**

- A. No. If you wish, you may postpone your retirement beyond your Normal Retirement Date. However, the Plan requires that retirement benefits begin no later than the April 1st following the year in which you reach age 70½. Failure to begin your retirement by this date may result in significant taxes and should be avoided. The Plan may begin paying your benefits on this date, with or without your consent.

### **31. Q. If I continue to work past my Normal Retirement Age, what monthly pension amount will I receive upon retirement?**

- A. If you continue to work after your Normal Retirement Age, you will receive the greater of the accrued benefit as of your Late Retirement Date, or the benefit that would have been payable at your Normal Retirement Date actuarially increased to reflect your late retirement. It should be noted that the monthly pension payable at your Late Retirement Date would not be less than the benefit payable at your Normal Retirement Date.

## **ANNUAL VERIFICATION**

### **32. Q. Once I am receiving a monthly benefit, is there anything I need to do for the benefits to continue?**

- A. An annual verification will be required by all retirees receiving a monthly benefit. This notification will ensure that retirees are properly receiving their benefits. The verification will need to be signed and notarized. Failure to comply with this verification can result in a suspension of your monthly benefits

## **TOTAL AND PERMANENT DISABILITY RETIREMENT**

### **33. Q. Are there any benefits payable from the Plan if I become disabled?**

- A. Yes. The Plan provides a benefit for Total and Permanent Disability. To be eligible for this benefit you must have become Totally and Permanently Disabled while working for or actively seeking employment with an Employer who is subject to a Collective Bargaining Agreement with the International Union of Bricklayers and Allied Crafts. In addition, you must have had contributions made to the Plan on your behalf within the 24-month period prior to your Total and Permanent Disability. You will not be eligible for a Total and Permanent Disability benefit if you have worked in Non-Covered Masonry Employment at any time.

### **34. Q. What is meant by “Total and Permanent Disability”?**

- A. Total and Permanent Disability means a medically determinable physical or



mental impairment that makes an individual unable to engage in any work in a job classification of the type specified in the Collective Bargaining Agreement. You will be considered totally and permanently disabled if you have received:

- A determination of Total and Permanent Disability from the Social Security Administration; or
- A medical certification satisfactory to the Trustees that you are unable to engage in any work in a job classification of the type specified in the Collective Bargaining Agreement; and
- Such disability is expected to be permanent and continuous for the rest of your life.

**35. Q. If I am eligible for a Total and Permanent Disability Retirement benefit from the Plan, what will be the amount of my benefit?**

- A. Effective May 1, 2017, if you have been credited with five (5) or more Years of Credited Service and have performed at least one (1) Hour of Service after May 1, 1993, you would be entitled to a monthly pension which is the actuarial equivalent of the Normal Retirement Benefit. This means that the Disability Benefit will be less than your Normal Retirement Benefit. The reduction accounts for the fact that the Plan expects to pay benefits to you over a longer period of time than if you had not received a benefit until Normal Retirement (age 62). Thus, the reduction will be greater the younger you are when you start receiving the Total and Permanent Disability benefit.
- B. For benefit commencement dates prior to May 1, 2017, if you have been credited with **five (5) or more Years of Credited Service** and have performed at least one (1) Hour of Service after May 1, 1993, you would be entitled to a monthly pension equal to your accrued benefit as of your Disability Retirement Date.

**36. Q. How do I apply for a Total and Permanent Disability Retirement benefit?**

- A. You must file an application for a Total and Permanent Disability benefit with the Fund Office as soon as you believe you are disabled. The Fund Office will also require proof of your disability, in form of either a determination of disability from Social Security or from a physician (if you are not eligible for a Social Security disability benefit). An Employee applying for disability pension may be required to submit to an examination by a physician or physicians selected by the Trustees, and may be required to submit to re-examinations periodically as the Trustees may direct. You will also have to provide a copy of your birth certificate.

**37. Q. When will my Disability Retirement pension start?**

- A. After you have applied for a Total and Permanent Disability Retirement benefit, the starting date of your monthly pension is determined as follows:
- If you have a Social Security Disability award, your benefit will start on the

first day of the month following the date of your disability as established by the Social Security Administration.

- If you do not have a Social Security Disability award, but the Board of Trustees determines that you are entitled to a Total and Permanent Disability benefit, your monthly pension will begin on the first day of the month following the date of your disability as determined by the Trustees based upon medical evidence submitted to them.
- You will not be eligible for a Total and Permanent Disability Retirement benefit from the Plan if you have worked in Non-Covered Masonry Employment at any time.

**38. Q. Can I commence receipt of Early Retirement benefits while waiting for a disability award?**

- A. If you believe that you are disabled and you meet the eligibility requirements for an Early Retirement benefit, you can commence receipt of a reduced monthly pension while awaiting a determination regarding your disability. However, you **must** notify the Fund Office that you are applying for disability benefits as well. If you are deemed to be disabled and your disability date precedes your Early Retirement Date, your monthly pension will be adjusted as appropriate. However, for benefit payments commencing on or after May 1, 2017, Disability Retirement benefits are reduced and therefore your monthly Disability Retirement benefit may be the same as your Early Retirement benefit. For information regarding Early Retirement benefits, see "EARLY RETIREMENT".

**39. Q. What happens if I recover from my Total and Permanent Disability?**

- A. Total and Permanent Disability benefits are payable only as long as you remain totally and permanently disabled. If you have recovered sufficiently to return to further work in a job classification of the type specified in the Collective Bargaining Agreement, your monthly disability benefit will be stopped.

However, under Social Security you are permitted to work on a limited basis to determine if recovery from your disability is possible. The Plan also allows for similar employment, but you will not be entitled to a monthly disability payment for any month during which you work more than the amount specified by Social Security.

If you do return to work, even on a limited basis, you must notify the Fund Office **in writing** within 15 days after the end of the month in which you were employed. If such notification is not made, your disability benefits will be suspended for 12 months in addition to the duration of such employment.

If you recover from your disability and return to Covered Employment, you will resume earning Credited Service, and any subsequent retirement pension to which you may be entitled will be based on the pension benefits you had

earned prior to becoming disabled, plus those you earn after returning to covered employment.

**40. Q. Once I have begun receiving a Total and Permanent Disability Retirement benefit, is there anything I need to do to make sure the benefit continues?**

A. A disabled retiree will be required to provide annual verification of his/her disability. This verification will include providing the Fund Office with medical verification of his/her disability. The verification will need to be signed and notarized. Failure to comply with this verification can result in a suspension of your monthly benefits.

**41. Q. Can I receive Workman's Compensation while retired under the Disability Benefit Provisions of the Pension Plan?**

A. Yes. Prior to October 2007, any Workman's Compensation award, whether payable as a monthly benefit or lump sum, offset any disability pension benefits you may have been entitled to under this Plan. On and after October 2007, this rule has been deleted.

### **FORM OF PENSION PAYMENT**

**43. Q. How will my retirement benefits be distributed?**

A. Your benefit will be paid as an annuity in equal monthly installments.

**If you are not married** on your benefit commencement date, your retirement benefit will be paid as a Single Life Annuity. Under this form of payment, you will receive monthly pension payments for your lifetime. Upon your death, no further monthly benefits will be payable to your beneficiaries.

**If you are married** at the time benefits commence, your pension will be paid on a reduced basis as an actuarially equivalent Qualified Joint & 50% Survivor Annuity. Under this form of payment, you will receive monthly pension payments for your lifetime. Upon your death, your spouse will receive a monthly benefit equal to 50% of the amount you were receiving at the time of your death so long as your spouse is still alive.

When you apply for your pension, you will be provided with detailed information regarding the forms of payment offered under the Plan as well as the monthly benefit amount payable under each option. You will have a period of not more than 180 days or less than 30 days to decide whether or not you want your benefits paid as a Qualified Joint & 50% Survivor Annuity or in some other form. You and your spouse may choose to waive this election period, in which case the election period will not be less than seven (7) days.

If you reject payment as a Qualified Joint & 50% Survivor Annuity, your spouse must consent to your election, waiving any right to this form of payment. This waiver must be signed by your spouse in the presence of a notary public, and

confirms your spouse's consent to your election of payment in a form other than the Qualified Joint & 50% Survivor Annuity. If your spouse does not complete the waiver, your monthly pension will be paid as a Qualified Joint & 50% Survivor Annuity in accordance with the Employee Retirement Income Security Act of 1974 (ERISA).

**44. Q. Are there other forms of payment offered under the Plan?**

- A. Yes. The Plan allows several options for the form of your monthly pension. Detailed explanations of these options are described as follows:

**Single Life Annuity:** Under this form of payment, you will receive a monthly pension payable for your lifetime. Upon your death, monthly payments will stop. This is the standard form of payment under the Plan for unmarried participants. It is an optional form of payment for married participants.

**Joint & 50% Survivor Annuity:** This form of payment provides you with a reduced monthly pension payable for your lifetime. Upon your death, if your spouse were still living, he or she would receive a benefit equal to 50% of the monthly pension you were receiving at the time of your death.

**If you are married, this form of benefit will be automatically applied unless you elect an alternate form of benefit and the Joint & 50% Survivor Annuity is properly waived by your spouse.**

**Joint & 75% Survivor Annuity:** This form of payment provides you with a reduced monthly pension payable for your lifetime. Upon your death, if your spouse were still living, he or she would receive a benefit equal to 75% of the monthly pension you were receiving at the time of your death.

**Joint & 100% Survivor Annuity:** Under this option, you would receive a reduced monthly pension payable for your lifetime. Upon your death, if your spouse were still living, he or she would receive a benefit equal to 100% of the monthly pension you were receiving at the time of your death.

**Pop-Up Provisions:** For all Joint & Survivor annuities elected prior to August 25, 2014, the Plan offered a subsidized "pop-up" provision. Under the pop-up, if a participant outlived his spouse, his monthly benefit would increase to the amount it would have been without a survivor annuity. For benefits that become payable on or after July 29, 2014, the pop-up is only available if the participant elects to pay for the option through a reduction in his monthly benefit amount.

**Under the Joint & Survivor forms of payment, the survivorship benefit is only payable to the spouse you were married to when your benefit payments originally began. A subsequent spouse would not be eligible for these benefits.**

**45. Q. If I elect to receive my benefit in the form of a Joint & Survivor Annuity, how will my monthly pension be calculated?**

- A. Since the Joint & Survivor benefit is paid over two lifetimes instead of one, the monthly amount payable will be reduced. You will receive detailed information concerning each of the optional forms of benefits when you request a retirement application. The reduction factors used by the Plan can also be obtained by contacting the Fund Office.

**46. Q. Can I receive my pension benefits in a lump sum distribution?**

- A. Generally, no. However, if the actuarial equivalent value of your monthly benefit is less than \$1,000, you will automatically receive a lump sum distribution in lieu of a monthly pension. If you are married at retirement, your spouse must consent to this lump sum payment. Upon receipt of this distribution, there will be no further benefits payable to you or, if applicable, a spouse at a future date and the Pension Plan will have no further liability with respect to your participation in it.

If you receive your benefit in a lump sum and again become a participant in the Plan, you can repay the amount you received plus interest at the rate determined by the Internal Revenue Service, and your benefit in the Plan will be restored. The repayment must be made within five (5) years after again becoming a participant or before you have five (5) consecutive Breaks in Service after the distribution, whichever date comes first. If you do not make this repayment, any future benefit to which you are entitled will not include the value of the benefit that was represented by your lump sum payment. If you return to covered employment, you must contact the Fund Office immediately if you want to repay any previous lump sum payment of your benefit.

**APPLICATION FOR BENEFITS**

**47. Q. How do I apply to commence receipt of my retirement benefit?**

- A. When you want to begin receiving benefits from the Plan, you must first contact the Fund Office and request the necessary application form. To allow the time needed to gather the required information and make your election regarding your form of payment, it is suggested that you make this request at least 90 days prior to your anticipated benefit commencement date.

If you have had no hours reported within the 12-month period preceding your intended retirement date a detailed Social Security Earnings Report will be required in connection with your application for benefits. This Report will allow the Fund Office to verify that you have not engaged in Non-Covered Masonry Employment and must include the names of all employers for the period in question. A detailed Social Security Earnings Report will also be required if there is reason to believe that you may have engaged in Non-Covered Masonry Employment. You may provide the Fund Office with a copy of your detailed Social Security Earnings Report or you may complete a release authorizing the Fund Office to request

and receive the Report. The Pension Plan will only be responsible for those fees charged by the Social Security Administration associated with the period covered in the Social Security Earnings Report that is requested by the Plan.

In order to assist you in your planning for retirement, you may request an estimate of the monthly pension amounts payable as of an expected retirement date. Once you decide upon an actual benefit commencement date, a final calculation of the benefits payable will be completed and a retirement application will be issued. If you should need an estimate, you should contact BeneSys, Inc. at P.O. Box 99550, Troy, MI 48099-9550, Phone: (248) 641-4921 or (833) 289-4921 (toll-free). The Fund Office will provide you with a notice that describes the benefit options, material features of each option and an explanation of the relative value of each option.

**48. Q. How do I make my election regarding form of payment?**

- A. Your election must be made in writing on forms furnished by the Fund Office and must be authorized by the Board of Trustees before your pension is to begin. This election can be made up to 180 days prior to the date on which your monthly pension is to begin.

**49. Q. Can I change the form in which my retirement benefits are being paid after I have made my election?**

- A. Before your benefits actually begin, you can cancel any election you have made by notifying the Fund Office. In addition, any optional form of payment will be canceled automatically if you or your spouse should die prior to the date on which your pension benefits are set to commence. **Once your benefit payments have begun, you cannot change your form of payment.** However, if you receive a Disability benefit, you will have the option to change your form of payment when you reach Normal Retirement Age (62).

**50. Q. Is there a maximum benefit under the Plan?**

- A. Federal tax laws require the Plan to limit the annual benefit paid to participants and surviving spouses. If your benefit or that of your surviving spouse would exceed the amount that is legally payable, your benefit will be reduced to comply with the law. The Fund Office will inform you if your benefit will be affected by this restriction.

**51. Q. What about Social Security Benefits?**

- A. Any benefits you may receive from the Social Security Administration will be paid in addition to the benefits that may be paid from this Plan.

**52. Q. Do I have to pay taxes on any benefit I receive from the Plan?**

- A. Yes. The benefits you receive from the Plan are taxable and must be included

in your gross taxable income. It is recommended that you review any questions you might have in this regard with your tax advisor.

**53. Q. Does the Plan offer direct deposit of monthly pension payments?**

- A. Yes. The Plan provides the option of direct deposit for retirees and beneficiaries receiving monthly pension payments from the Plan. If you elect direct deposit, your monthly pension payment would be deposited directly into your checking or savings account. Many retirees find this feature helpful because it helps to eliminate any delays that may be caused by the mail service. Direct deposit can be set up at your retirement date or at a later date, if you so desire. If you have questions regarding direct deposit, please contact the Fund Office.

**54. Q. Can I deduct my premium payment for health insurance from my monthly pension?**

- A. Yes. If you are eligible to participate in the Ohio Bricklayers Health & Welfare Plan, you can elect to have your monthly premium amount deducted from your pension payment. The Fund Office can provide you with additional information regarding this option.

**55. Q. Can I assign my benefits under the Plan?**

- A. Generally, no. Before your benefits are distributed to you, they may not be sold, used as collateral for a loan, given away, or transferred in any way. Your creditors may not attach, garnish, or otherwise interfere with your right to a retirement benefit, except to the extent specifically provided for under Federal Law.

An example of an instance where part, or all, of your benefit might be assigned would be a situation where a court orders the Plan Administrator to pay some, or all, of your benefit to your spouse, former spouse, child, or dependent on account of a marital separation, dissolution of marriage, or divorce. Before this could happen, a court order known as a Domestic Relations Order (DRO) would have to be presented to and accepted by the Plan Administrator. A Domestic Relations Order must satisfy certain conditions to be considered "Qualified" under the Internal Revenue Code. In addition, the Order cannot require the Plan to pay any form of benefit that would not ordinarily be paid to a Plan participant, such as a lump sum payment. Once the Plan Administrator and Plan Attorney accept the DRO, it becomes "Qualified".

If you are faced with a situation where a DRO may be filed with the Plan, you can obtain, without charge, a copy of the Plan's procedures governing Qualified Domestic Relations Orders. Sample orders may also be available to assist your attorney with this process. A request for this information should be directed to the Fund Office at P.O. Box 99550, Troy, MI 48099-9550, Phone: or (833) 289-4921 (toll-free).

**56. Q. May I roll over my benefit to another plan?**

- A. Generally, no. Because the Plan no longer offers a lump-sum benefit, it is very rare that a participant would have rollover rights. However, if you do receive a lump-sum benefit you may choose to roll all or part of it to an IRA or other qualified plan. If you do not roll over the payment, the Plan must withhold 20% of the distribution for federal income taxes.

**57. Q. What if I receive an overpayment from the Plan?**

- A. You are not entitled to receive any benefit that exceeds the amount allowed by the Plan. In the event of an overpayment due to an administrative, mathematical or similar error, the Board of Trustees will act to recover the overpayment. This may be done through an actuarial reduction in your benefits, the offset of future benefit payments, or similar procedure. If you are notified of an overpayment, you may file an appeal with the Board of Trustees.

**SUSPENSION OF BENEFITS RULES**

**58. Q. What happens if I commence receipt of retirement benefits and then go back to work?**

- A. If you withdraw from retirement by working in Disqualifying Employment, you will not receive any pension benefits for any month during which he is not in retirement. The definition of Disqualifying Employment has changed over the years.

Disqualifying Employment generally means work in the industry in any one (1) or more of the following circumstances:

- employment by any contributing Employer;
- employment in the same business as any contributing Employer;
- self-employment in the same business as any contributing Employer; or
- employment or self-employment in any business which is or may be under the jurisdiction of the Union.

Effective January 1, 2011, employment in the industry will not be considered Disqualifying employment if the retiree:

- works for an Employer signed to a collective bargaining agreement with the Union;
- does not work with the tools of the trade; and
- no fringe benefit contributions are made for such retiree.



The rules for suspension are slightly different for Disqualifying Employment prior to Normal Retirement Age than after Normal Retirement Age.

**Disqualifying Employment Prior to Normal Retirement Age (Age 62):**

Effective May 1, 1986, a retiree who has retired prior to Normal Retirement Age and who works in Disqualifying Employment prior to Normal Retirement Age will have his benefits suspended for every month he was so employed. Pension benefits will be adjusted at the end of the Plan Year in which re-employment was terminated to include the adjusted age of the Participant, and any contributions received on account of the Participant during such period of re-employment.

**Disqualifying Employment after Normal Retirement Age (Age 62):**

For Benefits Accrued Prior to May 1, 2007: A Retiree who has reached Normal Retirement Age, and who engages in Disqualifying Employment, shall have his benefits suspended for the periods he was so employed. However, such a Retiree shall be allowed to earn up to the maximum amount of income established by Social Security (before affecting Social Security benefits), before his retirement benefits will be suspended. Any pension benefits, whether earned within the limits established by Social Security and therefore not triggering a suspension of benefits, or earned in excess of the amount established by Social Security and resulting in a suspension of benefit, shall be adjusted at the end of the Plan Year in which such earnings occur or such re-employment was terminated, to include the adjusted age of the Participant, and any Contributions received on account of the Participant during such period of earnings or re-employment.

For Benefits Accrued After May 1, 2007: A Retiree who has retired at Normal Retirement Age, and who becomes disqualified by working more than 40 hours per month in Disqualifying Employment, will have his benefits suspended for the periods he was so employed. Any pension benefits earned during the period of suspension, will be adjusted at the end of the Plan year in which such earnings occur or re-employment was terminated, to include the adjusted age of the Participant, and any contributions received on account of the Participant during such period of earnings or re-employment.

**59. Q. What should I do if I decide to return to work after I commence receipt of retirement benefits?**

- A. You must notify the Fund Office **in writing** of any Disqualifying Employment (including self-employment) within 30 days after the end of the month in which you have any earnings from Disqualifying Employment.

**60. Q. What must I do to start my monthly pension again after I stop working?**

- A. Once pension benefits have been suspended, it is your responsibility to notify the Board of Trustees **in writing** when your pension benefit should again start. To do this, you may contact the Fund Office at P.O. Box 99550, Troy, MI 48099-9550, Phone: (248) 641-4921 or (833) 289-4921 (toll-free).

**61. Q. If my benefit was suspended because I returned to work after retirement, how much will my monthly pension be once I stop working?**

- A. If your benefits were suspended, then upon termination of employment you may apply for reinstatement of your monthly pension payment. You will receive a pension equal to the amount you were receiving prior to the date of your suspension. This benefit will continue to be paid in the form of payment you elected at your original retirement date. You will also be entitled to an additional pension benefit based upon the amount you may have accrued during your period of reemployment. You may elect to receive this additional benefit in any form of payment offered under the Plan.

**62. Q. What will happen if I receive pension benefits for a month in which they should have been suspended?**

- A. If you receive a monthly pension payment for a month in which they should have been suspended, the excess payments will be recovered by using the Plan's Offset Rule. Under this rule, when you are again eligible to begin receiving a monthly pension, the Plan will offset 100% of your first retirement check payable after the suspension, plus 25% of each subsequent pension payment until the excess payments have been fully recovered.

**63. Q. Are the suspension rules ever changed?**

- A. Yes, from time to time the Trustees may amend the Plan's suspension rules, or temporarily lift the rules and allow Retirees to return to work. If this occurs, you will be notified in writing of the change.

**64. Q. How can I find out more about the suspension of benefits rules?**

- A. If you have any questions regarding the suspension of benefits rules, or if you would like to know in advance whether the type of work you propose to do will cause a suspension of your pension benefit, contact the Fund Office. If you ask for a determination on the application of the Suspension of Benefits Rules or for more information about the rules, you will receive a written response from the Fund Office.

If you disagree with any actions taken by the Trustees in suspending benefits, you can file an appeal with the Fund Office. Please see "APPEALS PROCESS" for additional information. For more information regarding the suspension of benefits in connection with any Disability Pension, see "TOTAL AND PERMANENT DISABILITY RETIREMENT".

**65. Q. What if I disagree with the suspension of my benefits?**

- A. You are entitled to a review of a determination suspending your benefits. To do so, you must submit a written request for review to the Trustees within 180 days of the notice of suspension.

**DEATH BENEFITS**

**66. Q. What happens if I should die before I commence receipt of retirement benefits?**

- A. If you die before retirement and are not married, or if you are married and have **less than five (5) Years of Credited Service**, then no death benefits will be available through the Plan.

If you are married and you die before you retire but after having been credited with **five (5) or more Years of Service**, your spouse will receive a Pre-Retirement Surviving Spouse's Benefit. This benefit will provide your spouse with a pension equal to the monthly benefit that would have been payable if you had retired on the day before your death and elected a Joint & 100% Survivor form of pension payment. Payments for the Pre-Retirement Surviving Spouse's Benefit will begin on the first day of the month following the date on which you died.

**67. Q. Are there any benefits payable upon my death when I die after I retire?**

- A. For retirements prior to August 25, 2014, if you received your pension in the form of a Single Life Annuity, which provides you with a monthly benefit payable for your lifetime only, your designated beneficiary will receive a death benefit equal to 100% of the contributions paid into the Plan since the most recent Permanent Break in Service on your behalf less any monthly pension paid to you during your lifetime. This return of contributions benefit is not available to those who applied for retirement on or after August 25, 2014.

If you are receiving your pension in the form of a Joint & Survivor Annuity, after your death your spouse will receive a monthly income according to the Joint & Survivor Option elected at retirement. For retirements prior to August 25, 2014, if your spouse also dies before the sum total of all benefit payments paid to both you and your spouse (including any disability benefits) exceeds the lump sum death benefit of 100% of contributions made on your behalf since the most recent Permanent Break in Service, the excess will be paid in a lump sum to the designated beneficiary of the last survivor. This return of contributions benefit is not available to those who retired on or after August 25, 2014.

**EXAMPLE:** You are not married and retired on June 1, 2014 with a monthly pension of \$2,150 per month payable as a Single Life Annuity. Assume contributions made to the Plan on your behalf amounted to \$48,000. You did not have a Permanent Break in Service. If you die after one (1) year, your beneficiary would receive \$22,200.

Death Benefit	\$ 48,000
LESS: Total Pension Payments received prior to death: [12 months x \$2,150]	— <u>25,800</u>
Balance	\$ 22,200

**EXAMPLE:** You are not married and retired on September 1, 2014 with a monthly pension of \$2,150 per month payable as a single life annuity. Assume contributions made to the Plan on your behalf amounted to \$48,000 and you never had a Permanent Break in Service. If you die after one (1) year, there is no death benefit payable from the Plan.

**EXAMPLE:** You retire on June 1, 2014 having elected the Joint & 100% Survivor Annuity. Assume your benefit is \$2,400 per month and \$54,000 had been contributed to the Plan on your behalf since your most recent Permanent Break in Service. If you die after receiving only six (6) payments, and your spouse dies 12 months later, the designated beneficiary of the last survivor would then be entitled to receive a lump sum payment of \$10,800.

Death Benefit	\$ 54,000
LESS: Pension Payments Received prior to your death: [6 months x \$2,400]	– 14,400
LESS: Pension Payments Received by Spouse: [12 months x \$2,400]	– <u>28,800</u>
Balance	\$ 10,800

**EXAMPLE:** You retire on September 1, 2014 having elected the Joint & 100% Survivor Annuity. Assume your benefit is \$2,400 per month and \$54,000 had been contributed to the Plan on your behalf since your most recent Permanent Break in Service. If you die after receiving only six (6) payments, and your spouse dies 12 months later, there are no additional benefits payable from the Plan.

**68. Q. If my beneficiary is entitled to a lump-sum distribution, can that person roll the benefit into a qualified retirement plan?**

- A. Yes. Effective on or after January 1, 1993, your beneficiary, or “distributee” of the lump-sum payment, can “rollover” that payment into an eligible retirement plan, an individual retirement account, an individual retirement annuity and certain other eligible retirement accounts. Please consult with your tax advisor regarding the definition of an eligible retirement account and the steps necessary for a rollover.

In addition, effective on or after January 1, 2008, this benefit applies to both spouse and non-spouse beneficiaries. Please see “DESIGNATION OR CHANGE OF BENEFICIARY” for more information about designating or changing your beneficiary, and the steps you must take.

## DESIGNATION OR CHANGE OF BENEFICIARY

### **69. Q. How do I designate my beneficiary?**

- A. When you become a participant in the Plan, the Fund Office will provide you with a beneficiary designation form. As noted in several places through the Summary Plan Description, the Ohio Bricklayers Pension Plan provides for death benefits in certain situations. Any death benefit payable from the Plan (other than the required Surviving Spouse benefit) will be paid to the beneficiary designated on the "Designation or Change of Beneficiary Form".

When there is a change to any of the information that appears on the form, please complete a new form and return it to BeneSys, Inc. at P.O. Box 99550, Troy, MI 48099-9550.

You may change your designation of a beneficiary at any time by filing a new "Designation or Change of Beneficiary Form". If you should ever need an additional form to update your status (for example, as the result of a marriage or divorce), or if you have any questions regarding your designation of a beneficiary, please contact BeneSys, Inc. at P.O. Box 99550, Troy, MI 48099-9550, Phone: (248) 641-4921 or (833) 289-4921 (toll-free). **It is your responsibility to ensure that your beneficiary designation is both current and correct.**

### **70. Q. May I designate someone other than my spouse as my beneficiary?**

- A. If you are vested in your Accrued Benefit and are married for at least one (1) year at the time of your death, the standard death benefit is the Qualified Pre-Retirement Benefit described in Question 1 under Death Benefits. However, you may decline this benefit and designate any person of your choosing to receive a lump sum return of contributions death benefit instead. Your spouse must consent to your election and must sign a form waiving rights to a monthly pension. **If you are married at the time of your death and have designated a beneficiary other than your spouse for the lump sum death benefit, 50% of this benefit will be paid to your named beneficiary and 50% will be paid to your spouse.** Remember that the lump-sum return of contribution death benefits were generally eliminated from the Plan for deaths occurring on or after August 25, 2014.

### **71. Q. Does this Plan recognize same-sex marriages?**

- A. Yes, the Plan recognizes same-sex marriages as legal regardless of whether the state in which the couple resides recognizes same-sex marriages. The Plan will not recognize domestic partnerships or civil unions as marriages for same-sex or opposite-sex couples.

If you began receiving pension benefits under the Plan on or after June 26, 2013 and you elected a single life annuity, you may have the option of changing your form of payment retroactively to a Joint and Survivor annuity to include

your same-sex spouse as your surviving spouse. Contact the Fund Office for more information.

## **TERMINATION OF EMPLOYMENT**

### **72. Q. Am I entitled to a benefit from the Plan if I stop working in Covered Employment before reaching my Normal Retirement Age?**

- A. If you have at least ten Years of Credited Service or five (5) Years of Credited Service including at least one (1) Hour of Service after May 1, 1993 when you stop working in Covered Employment, you will be entitled to a pension at age 62. This benefit will be equal to your earned pension at the time you stopped working in Covered Employment. Any service earned prior to a Permanent Break in Service will be disregarded. See "LOSS OF PENSION BENEFITS" for more information about a Permanent Break in Service.

### **73. Q. If I am eligible for a Deferred Vested Retirement Benefit, how much will my monthly benefit be?**

- A. If you are fully vested when you stop working in Covered Employment, you will be entitled to a benefit at your Early Retirement Age equal to your accrued benefit at the time you stopped working in Covered Employment. Any service earned prior to a Permanent Break in Service will be disregarded. See "LOSS OF PENSION BENEFITS" for more information about a Permanent Break in Service.

**EXAMPLE:** You stop working for a contributing employer at age 48 and have completed 18 Years of Credited Service. You have accrued a benefit of \$1,500. You would be entitled to receive a monthly benefit of \$1,500 payable at your Normal Retirement Age.

## **PROVISIONS RELATING TO VETERANS' REEMPLOYMENT**

### **75. Q. What happens to my benefits under the Plan if I enter military service?**

- A. Federal law governs your rights if you enter the military. It is possible for you to receive credit (for both service and benefits) if certain conditions are met.

To protect your rights under the Plan, you must leave the geographic jurisdiction of the Plan for service in the uniformed military service before your participation ceases, and you must notify your Employer (or the Board of Trustees) before you leave. Federal law excuses the notification requirement if you could not give advance notice because of military necessity or if giving the advance notice was impossible or unreasonable.

To further protect your rights under the Plan, you must apply for work in Covered Employment within a certain period of time after you are released from military

duty under honorable conditions. The period during which you must apply depends on how long you served in the military service, as follows:

<b>If the period of service in the uniformed services:</b>	<b>Applicable deadline:</b>
Lasted less than 31 days	By the beginning of the next regular scheduled work period on a day following completion of the uniformed service, and at least eight (8) hours after the period needed for the participant to return home from the place of that uniformed service
Consisted solely of a physical or medical examination to verify fitness	By the beginning of the next regular work period
Lasted more than 30 days But less than 181 days	Within 14 days after completion of service in the uniformed services
Lasted for 180 days or more	Within 90 days after completion of the period of service in the uniformed services
Ends while you are hospitalized or convalescing from an injury or illness incurred in the uniformed service	After you have recovered, but not more than two (2) years after the injury or illness

**You must then notify the Board of Trustees in writing** no later than 120 days after this deadline for applying for work in Covered Employment. The Board of Trustees will require that you provide written documentation regarding your service in the uniformed services.

If you have satisfied the requirements for protecting your rights as a veteran, and have provided the Board of Trustees with the documentation it requests to verify your military service, you will receive credit for eligibility and benefits under the Plan, although benefit service will be limited to a maximum of five (5) years and will be reduced by previous periods of military service. Generally speaking, your benefits will be based on the number of hours you worked in Covered Employment during the 12-month period that immediately preceded your entry into military service.

For purposes of federal law, your military service may be with the Armed Forces of the United States, the Army National Guard or the Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the Commissioned Corps of the Public Health Service and any other category designated by the President in time of war or emergency.

“Service” means the performance of duty on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard Duty, and a period for which you are absent

from employment for a physical examination to determine your ability to perform service in the uniformed services.

If you are killed during a period of qualifying military service, you will be granted vesting credit as if you returned to work for a contributing employer immediately prior to your death. You will not earn benefit accrual for such service.

## **CLAIMS PROCEDURES AND APPEALS PROCESS**

### **76. Q. How do I make a claim for benefits?**

- A. You can apply for benefits by obtaining a benefit application form from the Fund Office, BeneSys, Inc., at P.O. Box 99550, Troy, MI 48099-9550, Phone: (248) 641-4921 or (833) 289-4921 (toll-free). You will be provided with the necessary benefit application forms and an explanation of the Qualified Joint & Survivor Annuity, along with the spousal consent requirements and optional forms of benefit available to you and your spouse. You will need to complete the benefit application and return it along with any other documentation that may be requested by the Fund Office, such as copies of you and your spouse's birth certificates and your marriage license.

### **77. Q. When will I be notified about the status of my application for benefits?**

- A. The Fund Office will notify you whether your application has been approved or disapproved within a reasonable period of time, but not later than 90 days after receipt of your benefit application and all necessary documents. If you are applying for Disability Benefits, the Fund Office must notify you of your application status within 45 days of submitting your application. In the event further time is required for a decision to be made, you will receive a written explanation of why more time is necessary.

### **78. Q. What information will I receive if my claim for benefits is denied?**

- A. If your claim is denied, either totally or partially, you will be notified of the denial in writing. You will be told the specific reasons for the denial, as well as those portions of the Plan's rules and that you did not meet. You will also be provided with detailed information regarding the Plan's appeal process. A description of any additional material or information necessary for you to perfect your claim will also be included. If your denial was for Disability Benefits, the notice will also include: 1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that no such internal rule, guideline, protocol, or other similar criterion exists; OR 2) If the adverse benefit determination is based on medical necessity, because the treatment was experimental or another similar exclusion or limit either an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; 3) A statement that



you 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 benefit determination; 4) A discussion of the decision to disagree with or not follow: i) the views presented by health care professionals treating you, ii) the views presented by medical or vocational experts whose advice was obtained on behalf of the Plan (regardless if it was relied upon); or iii) a disability determination by the Social Security Administration.

**79. Q. How do I appeal an adverse decision?**

- A. If you do not agree with a claim denial, in whole or in part, or if you do not agree with how your claim was handled, or if you did not receive a decision within the applicable time period, you may request that a review be made of your claim.

In the event of a discrepancy between the records maintained by the Plan and your claim, the Trustees will rely upon the records established and maintained by the Plan unless shown that Plan records should be modified. The Board of Trustees will have the sole discretion in the determination of the proper benefit payable from the Pension Plan. You will have the burden of proving that Plan records should be modified.

You have 60 days following the date on which you are sent the written denial of your claim to appeal the determination to the Board of Trustees. You have 180 days to appeal the written denial of your claim for Disability Benefits. The Trustees may grant an extension of time under certain circumstances. Your written appeal should be addressed to the Board of Trustees, c/o BeneSys, Inc. at P.O. Box 99550, Troy, MI 48099-9550. If you choose to appeal the denial of your claim for benefits, you may submit written comments, documents, records, and other information relating to your claim to the Board of Trustees for their review in your appeal. The Board of Trustees will provide to you free of charge all documents, records, and other information relevant to your claim for benefits. You may submit written comments, documents, records, and other information relating to the claim for benefits. The review on appeal shall take into account all comments, documents, records and other information you submit regardless if the information was submitted or considered in the initial benefit determination.

For Disability Benefit claims, on appeal, you will be provided with any new or additional evidence or rationale considered or relied upon in connection with your claim automatically and free of charge. You will be provided with a review that does not afford deference to the initial adverse benefit determination and will be conducted by an appropriate fiduciary of the Plan who is neither the individual who made the initial adverse benefit determination, nor the subordinate of such individual. In deciding an adverse benefit determination that is based in whole or in part on a medical judgment, including determinations regarding whether a treatment or drug is experimental or investigational, or not medically necessary, the Plan will consult a health care professional who has the appropriate training and experience in the medical field involved in the judgment and the medical or vocational expert will be identified. The healthcare professional engaged for

consultation will not be an individual who was consulted in making the adverse benefit determination that is the subject of the appeal, nor their subordinate.

You can legally authorize someone else to file your request for review and otherwise act for you. You and/or your representative can review materials in the Plan's files that are related to your claim. You and/or your representative can submit written comments and other material to support your request for appeal.

You can also make a written request for a personal appearance at a hearing before the Board of Trustees or have your legal representative appear for you. If you or your legal representative makes a personal appearance, it must be done at your own expense. In the case of a Disability determination based in whole, or in part, on a medical judgment, a health care professional who has appropriate training and expertise in the field of medicine, and who was not consulted in connection with the initial application will be consulted. Any medical or vocational expert(s) whose advice was obtained in connection with the adverse determination will be identified.

The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second (2nd) meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third (3rd) meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Trustees shall provide the claimant 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. The Trustee shall notify the claimant of the benefit determination as soon as possible, but not later than five (5) days after the benefit determination is made.

The decision of the Board of Trustees will state the specific reason or reasons for the determination and refer to the specific Plan provisions on which the benefit determination is based. Any denial will be accompanied by (i) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; (ii) a statement apprising you that "You or your plan may have other voluntary dispute resolution options, such as mediation. One way to find out what may be available is to contact your local United States Department of Labor Office and your state insurance regulatory agency."; and (iii) a statement of your right to bring a civil action under Section 502(a) of ERISA. If your denial was for Disability Benefits, the notice will also include: 1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that no such internal rule, guideline, protocol,

or other similar criterion exists; OR 2) If the adverse benefit determination is based on medical necessity, because the treatment was experimental or another similar exclusion or limit either an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; 3) A statement that you 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 benefit determination; 4) A discussion of the decision to disagree with or not follow: i) the views presented by health care professionals treating you, ii) the views presented by medical or vocational experts whose advice was obtained on behalf of the Plan (regardless if it was relied upon); or iii) a disability determination by the Social Security Administration.

The Trustees shall have full authority to interpret and administer the provisions of this Plan and it is within the sole and absolute discretion of the Trustees to determine if you are entitled to receive a benefit and the amount of the benefit. The decision will be final and binding.

**80. Q. What rights do I have following my appeal?**

- A. If you have exhausted your claim review and appeals rights under the procedures set forth above, you may pursue any other legal remedies available, which may include bringing a civil action under ERISA Section 502(a) for judicial review of the adverse determination regarding your claim in order to recover benefits due to you under the Plan's terms, to enforce your rights under the Plan's terms, or to clarify your rights to future benefits under the Plan. You may obtain additional information about your right to pursue other legal remedies from the local office of the United States Department of Labor. Any civil action under ERISA Section 502(a) or similar claim seeking relief must be brought in the United States District Court for the Northern or Southern District of Ohio within three (3) years after you receive the final written appeal denial. If you do not bring action within three (3) years, your claim will be forever barred.

**MISCELLANEOUS**

**81. Q. Who administers the plan?**

- A. The Plan is administered by a Board of Trustees consisting of six (6) voting Trustees. Three (3) of these Trustees are designated by the Employers, and three (3) are designated by the joint action of the Directors of the Ohio-Kentucky Administrative District Council.

**82. Q. Who contributes to the Plan?**

- A. Various Contributing Employers make contributions to the Plan based on the number of hours a participant works and the hourly contribution rate established in the Collective Bargaining Agreement or Participation Agreement. Only

Employers are permitted to contribute to the Plan. Employees are not required or permitted to make contributions to the Plan.

**83. Q. How do pension funds accumulate?**

- A. All of the contributions made to the Plan are held, invested, and distributed by the Board of Trustees in accordance with the provisions of the Plan Document and Trust Agreement. Plan assets are used for the exclusive benefit of participating employees, their beneficiaries, and to pay the expenses incurred administering the Plan.

**84. Q. Are there legal documents covering the Plan?**

- A. Yes. This booklet is only a summary of the more important features of the Plan. The legal documents containing all the details are on file with the Board of Trustees and consist of the Plan Document and the Trust Agreement. The administration of the Plan and Trust are governed in all respects by these legal documents and not this Plan summary.

**85. Q. Can the Plan be amended?**

- A. Yes. The Trustees reserve the right to amend the terms of the Plan at any time.

**86. Q. Can the Plan be terminated?**

- A. Although it is not the intention of the Union or the participating Employers to terminate the Plan, the Board of Trustees and the sponsoring parties (the Union and Employers) have the right to terminate the Plan. This decision would be made through collective bargaining. Upon termination of the Plan, all contributions made to the Plan on your behalf would immediately cease. In addition, if the Plan were to terminate while you were actively employed, your accrued benefit as of the termination date would become fully vested to the extent funded. If the Plan were to terminate within 10 years after a benefit increase, the amount of your benefit could be restricted according to Internal Revenue Service regulations.

The Trust Fund's assets would be used to provide accrued benefits to retirees, beneficiaries, and active participants, up to the total amount of assets in the Trust Fund. All distributions would be made in accordance with ERISA. If, after all obligations of the Plan had been satisfied, there are assets remaining in the Trust Fund, those assets would be distributed to all Participants, retirees and beneficiaries on a pro-rata basis.

**87. Q. Are my benefits under the Plan insured?**

- A. 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 \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 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 \$5,850.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

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

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

**END OF DOCUMENT**

## NOTES



