



# **Laborers'** COMBINED FUNDS OF WESTERN PENNSYLVANIA

*Serving the Laborers' District Council of Western Pennsylvania  
Pension Fund, Welfare Fund and other affiliated Funds*

12 EIGHTH STREET • SUITE 500 • PITTSBURGH, PENNSYLVANIA 15222  
PHONE: 412-263-0900 • WEBSITE: [www.lcfowpa.com](http://www.lcfowpa.com)



## **IMPORTANT NOTICE**

This supplement to the Summary Plan Description (SPD) for the Laborers' District Council of Western Pennsylvania Agreement and Declaration of Trust and Pension Plan explains important changes to the Pension Plan, which became effective July 31, 2024.

This supplement is a Summary of Material Modifications (SMM) made to the Pension Plan in accordance with the Department of Labor regulations. Please keep this SMM with the Summary Plan Description (SPD) for the Pension Plan. For details on the Pension Plan, see the SPD. If there is a discrepancy between this SMM, the SPD and the official Pension Plan document, the official Pension Plan document will control.

1. On page 16 of the SPD, **If the Value of Your Pension is Less than \$5,000 (Lump-Sum Payments)** shall be amended so that the reference to \$5,000 for lump sum payments shall be replaced with a reference to \$7,000.
2. On page 14 of the SPD, **Disability Retirement** shall be amended to state:

If you suffer a "Total and Permanent Disability" and have at least ten years of Credited Service with no Break-in-Service as of your first day of total and permanent disability, you may be eligible to retire and receive a Disability Retirement benefit that would be an amount equal to your Normal Retirement benefit earned up to the date of your disability. Note, however, that Disability Retirement benefits first payable after 2010, but before March 1, 2020, were calculated at a reduced rate.

"Total and Permanent Disability" means that you have been approved for and are entitled to begin to receive benefits under a Social Security Disability award, or under a disability award by another similar governmental agency approved by the Trustees.

Such "Total and Permanent Disability" must be deemed to have resulted from unavoidable cause and may not have resulted from one of the following causes, for which the you must provide requested documentation:

- in a criminal act more serious than a summary offense as defined under Pennsylvania law;
- an injury or illness suffered or occurring while engaged in employment in a job not covered by the jurisdiction of the Council;
- service in the armed forces of any country; or
- an intentional self-inflicted injury.

You may be required to provide documentation to establish eligibility for Disability Retirement Benefits.

**OVER**

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3. On page 20 of the SPD, Eligibility for Disability Benefits shall be amended to state:

You may be eligible to retire and receive a Disability Retirement, if you:

- Suffer a Total and Permanent Disability (as defined in “Summary of Pension Options”) so that you are unable to engage in any gainful employment of any type;
- Have at least 10 years of Service Credit with no break in service at your date of disability; and
- Have been approved for and become eligible to receive Social Security Disability benefits or another similar governmental benefit.

You may be required to provide documentation to establish eligibility for Disability Retirement Benefits.

4. On page 21 of the SPD:

#### **Applying For Both Disability Retirement and Early Retirement Benefits**

If you are eligible for Early Retirement benefits and have submitted a contemporaneous application to the Social Security Administration (or similar government agency) for a Social Security Disability (or similar) award, you may apply for a Contingent Early Retirement benefit in lieu of an Early Retirement benefit. This benefit shall begin as an Early Retirement benefit and later convert to a Disability Retirement benefit effective as of the date approved by the Trustees for the existence of a Total and Permanent Disability after you receive and share with the Trustees a copy of an approved Social Security Disability (or similar government agency) award. The conversion to a Disability Retirement benefit shall be conditioned on your compliance with all requirements for applying for Disability Retirement and subject to the following:

- The effective date for the conversion is no sooner than the Social Security (or similar governmental agency) disability benefit entitlement date;
- The form of the Contingent Early Retirement benefit may only be one of the forms of payment available for Disability Retirement benefits (i.e., Single Life, 50% Joint and Survivor Annuity, etc.), which shall continue unchanged through the date of conversion; and
- A lump sum shall be paid to you at the start of the Disability Retirement benefit equal to any difference between the monthly Disability Retirement benefit and the monthly Contingent Early Retirement benefit times the number of months that have passed since the effective date of the Disability Retirement benefit.

*In all other regards, the Plan’s Agreement and Declaration of Trust and Benefit Plan shall remain unchanged.*

#### **TRUSTEE CHANGES**

Effective July 31, 2024, Employer Trustee Paul Scabbaloni retired and was replaced by Adam Harris.

Mr. Harris’s address is:

Harris Masonry, Inc.  
360 Presto-Sygan Road  
Bridgeville, PA 15017  
Phone: 412-922-7276

Effective July 31, 2024, Employer Trustee Michael Facchiano Jr. will be replacing Paul Scabbaloni as Secretary/Treasurer.



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## **IMPORTANT NOTICE**

This supplement to the Summary Plan Description (SPD) for the Laborers' District Council of Western Pennsylvania Trust and Pension Fund (Pension Plan) explains important changes to the Pension Plan, which are effective October 1, 2023, except as noted below.

This supplement is a Summary of Material Modifications (SMM) made to the Pension Plan in accordance with the Department of Labor regulations. Please keep this SMM with the Summary Plan Description (SPD) for the Pension Plan. For details on the Pension Plan, see the SPD. If there is a discrepancy between this SMM, the SPD and the official Pension Plan document, the official Pension Plan document will control.

1. On page 20 of the SPD, the paragraph that is entitled "When Disability Benefits Begin" is replaced with the following:

### **When Disability Benefits Begin**

Your monthly disability benefits will begin on the first day you are entitled to begin receiving Social Security Disability or other similar governmental disability benefits provided the onset of your Total and Permanent Disability coincides with your last date of work or the date you apply for Early Retirement benefits, whichever is earlier. You must apply to the Fund Office for disability benefits at the same time that you apply to the Social Security Administration for disability benefits. It is in your interest to make the application as soon as you become aware of a possible disability status. Normally, you are not entitled to receive any pension benefits until after you submit your application.

2. On page 21 of the SPD, the paragraph that is entitled "Apply for Both Disability Retirement and Early Retirement Benefits" is replaced with the following:

### **Applying For Both Disability Retirement and Early Retirement Benefits**

If you are eligible for Early Retirement benefits and have submitted a contemporaneous application to the Social Security Administration (or similar government agency) for a Social Security Disability (or similar) award, you may apply for a Contingent Early Retirement benefit in lieu of an Early Retirement benefit. This benefit shall begin as an Early Retirement benefit and later convert to a Disability Retirement benefit effective as of the date approved by the Trustees for the existence of a Total and Permanent Disability after you receive and share with the Trustees a copy of an approved Social Security Disability (or similar) award. The conversion to a Disability Retirement benefit shall be conditioned on your compliance with all requirements for applying for Disability Retirement and subject to the following:

**OVER**

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- The effective date for the conversion is no later than 24 months after the start of the Contingent Early Retirement benefit and no sooner than the Social Security (or similar) benefit entitlement date;
- The form of the Contingent Early Retirement benefit may only be one of the forms of payment available for Disability Retirement benefits (i.e., Single Life, 50% Joint and Survivor Annuity, etc.), which shall continue unchanged through the date of conversion; and
- A lump sum shall be paid to you at the start of the Disability Retirement benefit equal to any difference between the monthly Disability Retirement benefit and the monthly Contingent Early Retirement benefit times the number of months that have passed since the effective date of the Disability Retirement benefit.

## **REPLACEMENT OF EMPLOYEE TRUSTEE**

Effective January 1, 2024 Employee Trustee James E. Boyd retired and was replaced by Jeff A. Grinnell.

Mr. Grinnell's address is:  
Local Union #964  
20 S. Mercer Street  
Suite 2-A  
New Castle, PA 16101

## **DESIGNATED ACTUARY FOR THE FUND NAME CHANGE**

As of January 16, 2024, the designated Actuary for the Fund, Cowden Associates, Inc. has rebranded as Acisure. All references to Cowden Associates in the SPD will be amended to state Acisure.

## **FRAUD – SCAMS – BEWARE**

We have recently been contacted by two retirees reporting that they received calls from persons identifying themselves as being representatives of the Pension Fund or the Laborers' Combined Funds Office, who requested personal financial or other information from the retiree or his or her family members. The retirees also reported they returned calls to numbers which appeared to be from the Laborers' Combined Funds. Fortunately, in the situations reported to us, the retirees were careful and refused to disclose any personal or pension information.

**The Laborers' Combined Funds Office, the Welfare Fund or the Pension Fund will not call you, send emails or texts requesting information about Pension Fund benefits, or other sensitive personal financial information.** Normally, information requests about you or your family members will come from our office by mail. **It should always be safe for you to contact our office by telephone about any matter by initiating the call yourself, and dialing one of these numbers for the Laborers' Fund Office: (412) 263-0900 or (800) 762-1288 during our normal business hours 7:30am-4:30pm Monday through Friday.** Even if a legitimate call is made to you from the Fund Office, it would be most safe for you to call back to one of our telephone numbers and ask to speak to the person who tried to reach you. Do not use the feature on your cellular phone which allows you to simply return a call from someone who has left you a voicemail, claiming to be from the Combined Funds.

Most banks and credit card companies advise everyone to beware of an unexpected call, text or email which appears to come from a financial institution, seeking to verify account details, PIN numbers, a verification code or a card security code or account number. Don't respond or reveal such information. **We will never ask for or verify banking information over the phone.**

If you have any doubt do not release private information to anyone contacting you in such a manner. Call your bank or credit card company on their regular published phone number, or the one which appears on the back of your credit card.



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## **IMPORTANT NOTICE**

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This is a Summary of Material Modifications (SMM) made to the Pension Plan listed above, in accordance with Department of Labor regulations. Please keep this SMM with the Summary Plan Description (SPD) for the Pension Plan. This SMM explains certain changes to the Pension Plan. For details on the Pension Plan, see the SPD. This Pension Plan can be amended or terminated at any time, with or without notice. If there is a discrepancy between this SMM, the SPD and the official Pension Plan document, the official Pension Plan document will control.

**Page 14 Late Retirement** – the age in which your pension benefit must commence will be amended to state:

**Note:** Your pension benefit must commence when you reach your Required Minimum Distribution Age whether you continue to work or have stopped working. Your Required Minimum Distribution Age will be:

- Age 70 ½ if you attained age 70 ½ before January 1, 2020,
- Age 72 if you attained age 70 ½ on or after January 1, 2020 and attained age 72 before January 1, 2023, and
- Age 73 if you attain age 72 on or after January 1, 2023.

**The remainder of the Late Retirement provision is unchanged.**

**Page 18 Returning to Work After You Begin to Receive Pension Benefits** – the first paragraph shall be amended to state:

If you retired at **age 62 or later** and return to work after you have started receiving pension payments, your pension payments will stop for each month in which you work at least 40 hours for a Contributing Employer. You will still receive pension payments for each month in which you do not work or if you work less than 40 hours. However, your pension benefit must commence when you reach your Required Minimum Distribution Age (see Late Retirement for definition) even though you may continue to work.

**The remainder of the Returning to Work After you Begin to Receive Pension Benefits provision is unchanged.**

**OVER**

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**Page 25 Applying for Your Pension Benefits** – the first paragraph shall be amended to state:

Your retirement payments will not start automatically, unless you postpone retirement until your Required Minimum Distribution Age (see Late Retirement for definition) or beyond. You must take the following steps to apply for pension benefits:

**The remainder of the Applying for Your Pension Benefits provision is unchanged.**

**Page 26 After the “Claiming Benefits” section ends and before the “Future of the Plan” section begins, the following new section is added effective October 1, 2023**

**Time Limit For Future Legal Action**

Except as is otherwise required by ERISA, no legal action may be taken against the Plan or the Trustees more than two years after a claim for benefits has been made. For this purpose, a claim for benefits is deemed to have been made on the earliest of:

- (a) the date an application for benefits is denied on review by the Trustees, if the claim is to obtain benefits not paid by the Plan;
- (b) the date benefits are suspended, if the claim is to obtain benefits suspended under the Plan; or
- (c) the date a benefit statement was provided, if the claim is in regard to the hours, employer contributions, or other information reported on the statement.

**The remainder of the SPD is unchanged.**



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## **IMPORTANT NOTICE**

This supplement explains Trustee changes to the Laborers' District Council of Western Pennsylvania Welfare Fund (Welfare Plan) and Pension Fund (Pension Plan). Please keep this information with your Welfare and Pension Summary Plan Descriptions.

Effective January 25, 2023 the Trustees have been updated as follows:

### **LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA** **WELFARE AND PENSION FUND BOARD OF TRUSTEES**

#### **EMPLOYEE TRUSTEES**

**Philip Ameris, Chairman**  
**President-Business Manager**  
Laborers' District Council of W. Pa.  
12 Eighth Street, 6<sup>th</sup> Floor  
Pittsburgh, PA 15222

**James E. Boyd, Business Manager**  
Laborers' Local Union #1451  
816 Ligonier Street, Suite 202  
Latrobe, PA 15650

**Robert L. Furka, Business Manager**  
Laborers' Local Union #323  
6 Chesapeake Street, Suite 200A  
Lyndora, PA 16045

**Joseph J. Laquatra, Jr., Business Manager**  
Laborers' Local Union #1058  
12 Eighth Street  
Pittsburgh, PA 15222

**Jason Markovich, Business Manager**  
Laborers' Local Union #373  
611 Thompson Run Road  
Monroeville, PA 15146

**Mark G. Toy, Business Manager**  
Laborers' Local Union #952  
186 Blaney Road  
Kittanning, PA 16201

#### **EMPLOYER TRUSTEES**

**Paul V. Scabilloni, Secretary/Treasurer**  
**President**  
Marsa, Inc.  
1000 Castleview Road  
Pittsburgh, PA 15234

**Michael A. Facchiano, Jr., President**  
Michael Facchiano Contracting, Inc.  
801 McNeilly Road  
Pittsburgh, PA 15226

**John C. Mascaro, Jr., President/CEO**  
Mascaro Construction Company, L.P.  
1720 Metropolitan Street  
Pittsburgh, PA 15233

**George E. Mezey, President**  
Trumbull Corporation  
P.O. Box 6774  
Pittsburgh, PA 15212

**Jake Ploeger, Director/President**  
Trumbull Corporation  
P.O. Box 6774  
Pittsburgh, PA 15212

**Joseph A. Wattick, V.P. of Operations**  
Mosites Construction Company  
400 Mosites Way  
Pittsburgh, PA 15205

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# SUMMARY PLAN DESCRIPTION

## BUILDING TOWARD A SECURE TOMORROW



## LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA PENSION PLAN



EFFECTIVE NOVEMBER 1, 2021





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## About the Pension Plan

The Laborers' District Council of Western Pennsylvania Pension Fund Benefit Plan (the "Plan" or "Pension Plan") is intended to help you enjoy financial security when you retire. It provides eligible retirees with lifetime income, in addition to the amount you will receive from Social Security or any personal savings you accumulate. The Plan also permits you to provide income for your survivors after your death. This Summary Plan Description provides general information and key facts about your Pension Plan.

### Retirement Options

The Pension Plan has several types of retirement. You may receive a pension benefit at:

- Normal Retirement
- Early Retirement
- Late Retirement
- Disability Retirement

Except as may be specifically provided for in the Plan, an eligible participant may receive only one of these types of benefits.

### How to Participate

To participate, you must work for an Employer that makes contributions to the Pension Fund on your behalf. You become a participant in the Pension Plan after you are credited with at least 300 hours of covered employment in a single calendar year.

To register with the Plan, ask the Fund Office for an Employee Identification Card. On this card, list your dependents, designate your beneficiary, and provide other information and documentation as required by the Fund Office.

### Cost of the Plan

This benefit is fully paid for by Contributing Employers pursuant to collective bargaining agreements with the Laborers' International Union of North America, AFL-CIO, the Laborers' District Council of Western Pennsylvania, or one of its Local Unions, or pursuant to an approved Office and Supervisory Agreement or a Reciprocity Agreement approved by the Fund's Board of Trustees.

## **Contributions**

A Contributing Employer is an employer that has signed an agreement in effect with the Laborers' International Union of North America, AFL-CIO, or the Laborers' District Council of Western Pennsylvania or any of its affiliated Local Unions, which requires that contributions be reported and paid on all hours worked or gross wages earned by covered employees in a 33-county area of Western Pennsylvania.

Contributing Employers make contributions on your behalf for each hour you work or are paid, or as a percentage of your gross wages. These contributions are in addition to your regular wages. Each Contributing Employer is required to file a monthly contribution report listing each employee's name, Social Security number, total hours worked, gross wages paid and contributions made to cover the hours and wages being reported.

In some situations where reciprocal agreements apply, you may receive credit for contributions for work you perform outside of the 33-county jurisdiction of the Laborers' District Council of Western Pennsylvania.

## **Plan Records**

All Employer Contributions are held in trust and managed by the Fund's Board of Trustees. When the Fund Office receives monthly contribution reports, the hours, gross wages, and amounts paid are credited to each participant's pension record based on the Social Security number and name of the participant.

The information kept in the records is the basis for determining benefits. For this reason, it is important that information entered in these records be correct and complete. Social Security numbers are very important.

**When reporting to a new employer, show your Social Security card rather than quote your number from memory.**

## **Plan Reporting**

You will receive a periodic statement of Employer Contributions made on your behalf. If you believe there is any incorrect information on your statement, be sure to notify the Fund Office promptly. Any correction documentation, such as pay stubs, must be received by the Fund Office within 12 months of receiving your statement.

In addition, the Fund publishes an annual funding notice that will be mailed to all participants by the Fund Office after the close of each year. The end of the fiscal year is December 31.

## **Management of the Pension Fund**

The Trustees, who serve without pay, are responsible for the management of all business affairs of the Fund, including the receipt and disbursement of all money.

The Trustees are appointed in equal number by the Union and by the Employers. These Trustees, in turn, delegate the day-to-day responsibility to the Fund Office to process this work.

The contributions are received by a bank designated by the Trustees. The contributions and income in excess of benefit payments and Fund expenses are invested by investment managers selected by the Trustees.

The Board of Trustees meets periodically to review the Fund operations and transact the necessary business of the Fund.

## **How the Fund Is Protected**

All contributions received are deposited in a bank in the name of the Pension Fund. No withdrawals or disbursements can be made except by authorization of the Board of Trustees.

The Trustees and the Fund Office employees are covered by fidelity bond insurance and fiduciary responsibility insurance.

In addition, your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal insurance agency, in accordance with Federal limits.

## **The Fund Is Independently Audited**

The books and records of the Fund are audited annually by a firm of independent certified public accountants who then prepare a report for the Board of Trustees. All the records are available for examination by the Internal Revenue Service, the Department of Labor, and any authorized agency of the state or Federal governments.

## **Distribution of Fund Income**

All Fund assets are available to be distributed as follows:

1. To pay retirement and death benefits to or on behalf of Plan participants.
2. To pay charges of the investment managers, actuary, certified public accountant, legal counsel, or other expert advisors who provide professional services to the Fund.
3. To pay expenses necessary to operate the Plan and the Fund Office, which include the customary expenses of operating an office: rent or mortgage, stationery, postage, equipment, furniture, etc., plus the salaries of the Fund Office employees.

The balance is invested by the investment managers to establish a reserve for future retirement benefits.

No salary or commission of any kind is paid to any Union or Employer Trustee, Employer representative, or Union official or agent.

## **Establishment and Periodic Review of Pension Benefits and the Authority of the Trustees**

One of the principal responsibilities of the Board of Trustees is to provide appropriate pension benefits while maintaining the overall security and financial stability of the Fund. When the Fund was started, the Trustees established the rules and regulations governing the eligibility for pension benefits, and, upon advice and counsel of the actuaries, a schedule of benefits was established. Since that time, the Trustees have periodically reviewed with the actuaries such items as the actual income, turnover, mortality rates, and pension benefits paid. As a result of these studies, and again upon advice and counsel of the actuaries, the benefits and eligibility rules have been revised.

Benefits under the Plan will be paid only if the Trustees decide, in their discretion, that the applicant is entitled to them. The Trustees shall have the duty and discretionary authority to construe and/or interpret the terms and conditions of the Plan, make and enforce rules and procedures regarding the collection of contributions and determine eligibility on any claim for benefits, and any factual and/or legal construction, interpretation, conclusion or determination adopted by the Trustees in good faith shall be binding on the Employees, Participants, Eligible Dependents, Beneficiaries, Spouses and any other person or persons who may be or claim to be interested herein.

### **Your Pension Benefit**

The amount of your pension benefit depends upon a number of factors, including:

- the benefit formula in effect when you retire;
- your age;
- your years of Credited Service;
- the Employer Contributions made on your behalf;
- whether you retire at Early, Normal, or Late Retirement; and
- the form in which you elect to have your benefits paid (payment method).

The benefit formula uses your service and contribution amount to determine your benefit.

## How Your Pension Benefit Is Calculated

Following is the current benefit formula used to calculate the amount of your monthly Normal Retirement benefit based on the life annuity (lifetime monthly pension to you) method of payment. The actual monthly income you receive will be affected by the form of payment you select before retirement. All payment forms have the same overall value (are actuarially equivalent).

The Benefit Formula	
Part 1	4% of Employer Contributions from June 27, 1956 through December 31, 2002
Plus	
Part 2	3.25% of Employer Contributions during 2003
Plus	
Part 3	2.25% of Employer Contributions during 2004
Plus	
Part 4	1% of Employer Contributions from January 1, 2005 through the date of termination/retirement
<b>The result is the monthly benefit you can receive for your lifetime beginning at retirement.</b>	

### For Example:

This example assumes you retire at age 62 on December 31, 2010 with:

- \$68,000 in Employer Contributions from June 27, 1956 through December 31, 2002
- \$3,000 in Employer Contributions from January 1, 2003 through December 31, 2003
- \$3,500 in Employer Contributions from January 1, 2004 through December 31, 2004
- \$20,000 in Employer Contributions from January 1, 2005 through December 31, 2010

Sample Normal Retirement Benefit Calculations					
Service Through December 31, 2002	4%	x	\$68,000	=	\$2,720
Service During 2003	3.25%	x	\$3,000	=	\$98
Service During 2004	2.25%	x	\$3,500	=	\$79
Service From January 1, 2005 through date of termination (December 31, 2010)	1%	x	\$20,000	=	\$200
<b>Total Monthly Pension Benefit beginning at age 62</b>					<b>\$3,097</b>



## Your Service

Your Credited Service — the total number of years you participate in the Pension Plan — is one of the things that qualifies you to receive the benefits the Pension Plan provides. Generally speaking, the more years of Credited Service and Employer Contributions that you earn, the higher your pension benefit will be.

### **How Service Credits (Also Known as Future Service Credits) Are Accumulated**

You are credited with Service Credits for service accumulated after June 27, 1956 (the date the Plan was established). Your Service Credits will be the lesser of:

- The number of complete years and quarters of covered service from the first day of the first year of covered employment until you retire or experience a Break in Service; or
- The number of years without a break in service (taken to the next lower quarter) determined by dividing the number of hours for which contributions were made on your behalf by 1,000.

The calculation of Service Credits cannot result in fewer years of Service Credits than the number of years during which you were credited with 1,000 or more hours of service.

#### ***Example 1***

1. Period of service (June 17, 1986 to December 31, 2006) equals 20½ years.
2. Number of hours without a break in service for which contributions were made was 17,000, which divided by 1,000 equals 17 years.
3. Since 17 is less than 20½, your Service Credits equal 17 years.

#### ***Example 2***

1. Period of service (January 1, 1999 to December 31, 2009) equals 11 years.
2. Number of hours without a break in service for which contributions were made was 15,000, which divided by 1,000 equals 15 years.
3. Since 11 is less than 15, your Service Credits equal 11 years.

## Break in Service

### What Is a Break in Service?

Except when distributions are required by applicable law, a Break in Service will occur if you work less than 300 hours in two consecutive calendar years. The Break in Service is deemed to occur on the last day of the second calendar year. You will also have a Break in Service if you received your vested pension benefit in a lump-sum payment. A Break in Service will not occur if:

- you have met the eligibility requirements for an Early Retirement; or
- your age plus your Credited Service equals 62 or more.

### Periods Exempt from a Break in Service

You will not experience a Break in Service when any of the following occurs:

- you earn a year of Credited Service under another plan which is party to a reciprocal agreement with this Pension Plan;
- you are serving in the Armed Forces;
- your lack of hours is caused by a lockout or duly authorized strike;
- you are working for a Covered Employer in another capacity;
- you are working out of the area for a Covered Employer;
- you are working in a low employment year as determined by the Plan Trustees;
- you are on sick leave, approved by the Plan Trustees on the basis of medical evidence satisfactory to them, for no longer than one year;
- you are totally and permanently disabled (as qualified under the Social Security Act); or
- you are totally disabled because of a work-related injury or illness arising from your Covered Employment and are receiving workers' compensation benefits.

Beginning January 1, 1985, if you're not working because you are pregnant, have given birth to a child, have adopted a child, or are caring for a child recently born or adopted, you'll be credited with up to 300 hours of service to avoid having a Break in Service in the calendar year during which you stopped working or in the following calendar year.

## **If You Have a Break in Service**

If you have a Break in Service, you may lose all the years of Credited Service that you have earned if:

- you are not vested when you terminate employment; and
- you do not return to work and complete 1,000 hours of Covered Employment within certain time periods described below.

## **If You Return to Work After a Break in Service**

If you had a Break in Service *before* January 1, 1976 and returned to work at a later date, you are not eligible to recover the Credited Service and benefit accruals you lost.

If you had a Break in Service with one Service Credit during the period of January 1, 1976 through December 31, 1986 and were not eligible for a refund of benefits, you must return to work and complete 1,000 hours of Covered Employment within a period of time less than your total period of Credited Service before the Break in Service in order to recover the Credited Service and benefit accruals you lost.

If you had a Break in Service with one Service Credit *on or after* January 1, 1987 and did not qualify for a refund of benefits, you may be able to recover the Credited Service and benefit accruals you lost if you return to work and complete 1,000 hours of Covered Employment in the 12-month period within the greater of: (1) the first five calendar years after your Break In Service; or (2) within a period of time of less than your total period of Credited Service before the Break in Service.

If you had a Break in Service and were qualified to receive a refund of your vested benefits or were qualified to receive a refund of your vested benefits and received the refund, your Pension Plan membership may be reinstated any time thereafter that you qualify under the rules stated above. Once you are reinstated, your Service Credits and balance of contributions not received (if any) from your previous period of service will be combined with those you receive after your Plan participation is reinstated.

If you received a lump-sum payment at the time of your Break in Service, your Credited Service and the portion of your prior benefit accrual not included in your lump-sum settlement will be reinstated. The amount of your lump-sum payment will not be reinstated unless you repay the lump sum with interest at 120% of the Federal mid-term rate within the earlier of:

- five years after you again become an Employee; or
- the date on which you incur five consecutive one-year Breaks in Service, commencing after the payment of the lump-sum settlement.

## Vesting

Vesting refers to your right to the benefits you have earned under the Pension Plan. Once you are vested, you have rights to benefits under the Plan at a future date even though you may terminate employment. Your vested rights **cannot** be taken away.

You will be 100% vested in your Accrued Monthly benefit when you earn five Service Credits, or reach Normal or Early Retirement. Vesting means that you earn an ownership right to benefits under the Plan. So, once you earn five Service Credits, the benefit you have earned or do earn thereafter cannot be taken away from you.

If you have a Break in Service, you may be entitled to a benefit based on the Employer Contributions made to the Plan on your behalf. If you are eligible, you may be entitled to receive a Normal Retirement monthly benefit payable at age 62 equal to your accrued monthly benefit based on the Plan benefit rules in effect at the time of your Break in Service if you have five or more Service Credits. An Early Retirement monthly benefit may be payable as early as age 52, with the benefit being reduced by the applicable reduction factor – which is described in the “Early Retirement” section.

If you were a participant before 1999, your vesting rights will be determined using whichever of the following vesting schedules produces the greater benefit.

Vesting Schedule Effective Before 1999		
Complete Years of Credited Service	Percentage of Employer Contributions Paid in a Lump Sum	Percentage of Accrued Monthly Benefit Payable at Age 62
0-2	0%	0%
3	25%	0%
4	31%	0%
5	37%	100%
6	43%	100%
7	50%	100%
8	56%	100%
9	62%	100%
10	68%	100%
11	75%	100%
12	81%	100%
13	87%	100%
14	93%	100%
15 and over	100%	100%

Vesting Schedule Effective January 1, 1999		
Complete Years of Credited Service	Percentage of Employer Contributions Paid in a Lump Sum	Percentage of Accrued Monthly Benefit Payable at Age 62
0-4	0%	0%
5	37%	100%
6	43%	100%
7	50%	100%
8	56%	100%
9	62%	100%
10	68%	100%
11	75%	100%
12	81%	100%
13	87%	100%
14	93%	100%
15 and over	100%	100%

## Summary of Retirement Options

The following section is a summary of your retirement plan options. The Fund's Trust Agreement and Pension Plan document provides a more detailed description of your options. Contact the Fund Office for a copy. All benefits are subject to Federal regulations such as Section 415 maximum benefit limitations.

### Normal Retirement

If you had any hours of contributions *before* January 1, 1999 without a Break in Service thereafter, your Normal Retirement Date is the first day of the month on or after your 62nd birthday if you have at least one Service Credit at age 62.

If you first became a participant in 1999 *or later*, you must earn five Service Credits in order to retire at age 62.

#### **For Example:**

This example assumes you retire at age 62 on December 31, 2010 with:

- \$68,000 in Employer Contributions from June 27, 1956 through December 31, 2002
- \$3,000 in Employer Contributions from January 1, 2003 through December 31, 2003
- \$3,500 in Employer Contributions from January 1, 2004 through December 31, 2004
- \$20,000 in Employer Contributions from January 1, 2005 through December 31, 2010

Your monthly pension benefit, based on current factors, would be calculated as follows:

<b>Sample Normal Retirement Benefit Calculations</b>					
Service	% Factor		Employer Contributions		Monthly Pension Benefit
Service Through December 31, 2002	4%	x	\$68,000	=	\$2,720
Service During 2003	3.25%	x	\$3,000	=	\$98
Service During 2004	2.25%	x	\$3,500	=	\$79
Service From January 1, 2005 through date of termination (December 31, 2010)	1%	x	\$20,000	=	\$200
<b>Total Monthly Pension Benefit beginning at age 62</b>					<b>\$3,097</b>

You would be entitled to receive \$3,097 a month for the rest of your life, beginning at age 62.

## Early Retirement

If you were a participant *before* January 1, 1999, are age 52 or older and have at least **one** Service Credit without a Break in Service, you may retire before your Normal Retirement date. If you first became a participant in 1999 or later, you must be age 52 or older, and have **five** Service Credits in order to retire early. Your Early Retirement age can be the first day of any month on or after your 52nd birthday but before your 62nd birthday.

If you retire early, your benefit will be based only on your years of Service Credits and Employer Contributions up to the date you retire. If you begin receiving benefits immediately, your monthly payments may be reduced because payments are expected to be made over a longer period of time. Any reduction may be based on your status as either a “grandfathered” or “non-grandfathered” participant (see discussion below).

## Reduced Early Retirement Benefits

If you would like to retire before attaining your Normal Retirement Age, and you have five years of Service Credits, you can receive your monthly benefit at a reduced rate as early as age 52. The amount of reduction that applies depends on two things: (1) your age at the time you commence your retirement benefits and (2) whether you are a “grandfathered” or a “non-grandfathered” participant.

You are considered a “grandfathered participant” if **as of December 31, 2010** you had attained at least age 45 and had 20 or more Service Credits. If on December 31, 2010, you did not meet both of those requirements; you are considered a “non-grandfathered participant”.

## Grandfathered Participant

If you are a “grandfathered” participant and apply for Early Retirement Benefits, there are early reduction factors that will apply to your benefit accrued before December 31, 2010 and a different early reduction factor that will apply for the benefit you accrue after December 31, 2010.

- For the benefit accrued through December 31, 2010
  - one-half of one percent (.005) for each month between your Early Retirement age and your 57th birthday; and
  - one-quarter of one percent (.0025) for each month after your 57th birthday through your 60th birthday if you are fully vested. If you are not fully vested, the one-quarter of one percent (.0025) will be calculated until your 62nd birthday.

For the benefit accrued after December 31, 2010, your monthly benefit will be reduced by one-half of one percent (.005) for each month between your Early Retirement Age and your 62nd birthday. The reduction for early retirement will not apply to benefits accrued prior to December 1, 2010, if you have not yet attained Normal Retirement age and you elect to retire early at age 55 or older and you have 30 or more years of Credited Service.

This example assumes that you are fully vested, retire at age 56 (with 20 years of Service Credit) on December 31, 2013 and are entitled to a Normal Retirement Benefit of \$3,097. If payments begin when you retire at age 56, your Early Retirement benefit would be calculated as follows:

<b>Grandfathered Participant Early Retirement Reduction Example</b>			
<b>Normal Retirement Benefit</b>			<b>\$3,097</b>
Amount of Benefit Accrued on or before December 31, 2010		\$2,737	
<b>Reductions</b>			
First 12 Months (ages 56-57) x .005 = 6% reduction	6%		
Next 36 Months (ages 57-60) x .0025 = 9% reduction	+ 9%		
<b>Total Percentage Reduction</b>	15%		
<b>Reduction on Benefit Amount Accrued on or Before December 31, 2010</b>		-\$411	
<b>Net Benefit Amount Accrued on or Before December 31, 2010</b>			<b>\$2,326</b>
Benefit Accrued after December 31, 2010		\$360	
<b>Reductions</b>			
72 Months (ages 56-62) x .005 = 36% reduction	36%		
<b>Total Percentage Reduction</b>	36%		
<b>Reduction on Benefit Amount Accrued after December 31, 2010</b>		-\$130	
<b>Net Benefit Amount Accrued after December 31, 2010</b>			<b>\$230</b>
<b>Total Early Retirement Monthly Benefit</b>			<b>\$2,556</b>
The retirement benefit would be reduced so the Participant would receive \$2,556 each month for his or her lifetime. Keep in mind that the retirement benefit is not reduced if the Participant does not start to collect his/her benefit until his/her Normal Retirement date.			

**Non-Grandfathered Participant**

If you are a “non-grandfathered” participant and you elect to retire before Normal Retirement age (your 62nd birthday), your monthly benefit will be reduced by one-half of one percent (.005) for each month between your Early Retirement age and your 62nd birthday.

**Non-Grandfathered Participant Early Retirement Example:**

This example assumes that you are not a “grandfathered” participant (thus a non-grandfathered participant), that you are fully vested and retire early at age 56 and begin to receive payments immediately. If this were the case, your monthly payments would be reduced as follows:

<b>Non-Grandfathered Participant Early Retirement Reduction Example</b>			
<b>Normal Retirement Benefit</b>			<b>\$3,097</b>
<b>Reductions</b>			
72 Months (ages 56-62) x .005 = 36% reduction	36%		
<b>Total Percentage Reduction</b>	36%		
<b>Reduction on Benefit Amount Accrued</b>		-1,114.92	
<b>Total Early Retirement Monthly Benefit</b>			<b>\$1,982</b>
The retirement benefit would be reduced so the Participant would receive <b>\$1,982</b> each month for his or her lifetime. Keep in mind that the retirement benefit is not reduced if the Participant does not start to collect his/her benefit until his/her Normal Retirement date.			



## **Late Retirement**

If you delay the commencement of your retirement beyond your Normal Retirement date, you will receive:

- credit for contributions on reportable hours of employment; and
- an actuarial adjustment to enhance your pension benefit because it is delayed.

**Note:** Your pension benefit must commence when you reach age 72 whether you continue to work or have stopped working. Age 70½ shall replace age 72 if you were born before July 1, 1949.

## **Disability Retirement**

If you suffer a “Total and Permanent Disability” and have at least ten years of Credited Service with no Break-in-Service as of your first day of total and permanent disability, you may be eligible to retire and receive a Disability Retirement benefit that would be an amount equal to your Normal Retirement benefit earned up to the date of your disability. Note, however, that Disability Retirement benefits first payable after 2010, but before March 1, 2020, were calculated at a reduced rate.

“Total and Permanent Disability” means that you have been approved for and are entitled to begin to receive benefits under a Social Security Disability award, or under a Disability award by another similar governmental agency approved by the Trustees.

However, a disability you incur will not be considered a “Total and Permanent Disability” for purposes of a Disability Retirement if the disability is determined have occurred as the result of:

- in a criminal act more serious than a summary offense under Pennsylvania law;
- an injury or an illness suffered or occurring while engaged in employment in a job not covered by the jurisdiction of the Council;
- service in the military; or
- an intentional self-inflicted injury.

***For more details on Disability Retirement benefits see “If You Should Become Disabled.”  
Grandfathered Participant Early Retirement Example:***

## How Your Benefit Will Be Paid

When it's time for your pension to be paid, how the Plan pays benefits depends on whether you are unmarried or married — unless you elect and qualify for an optional payment method. If you retire after December 31, 1998, you and/or your beneficiary(ies) will always receive payments at least totaling the amount of your vested Employer Contributions. If you die before the amount of your vested Employer Contributions is paid, the balance will be paid to your beneficiary.

### Automatic Method of Payment

One of the following methods applies to you automatically, depending on whether you are unmarried or married when benefit payments begin. However, if you are married you may waive your automatic method of payment and elect one of the Plan's optional methods of payment.

#### If You Are Unmarried

**If you are not married** when benefit payments begin, you will automatically receive your pension benefit in the form of a monthly payment for your lifetime. This is called a Life Annuity. A Life Annuity provides a greater monthly benefit than other methods of payment because no payments continue to anyone else after your death.

#### If You Are Married

If you are married when benefits begin, your pension is paid automatically as a **50% Joint and Survivor Annuity**. Under this method, you receive a reduced monthly benefit during your lifetime so that, after your death, 50% of your reduced monthly benefit continues to your spouse for the rest of his or her life. The amount of this reduction to your benefit depends on your age and your spouse's age. A table listing these factors is found in Appendix A, entitled "Joint and Survivor Normal Pension Factors."

If your spouse dies before you, but after you have started to receive benefits, you will continue to receive the same reduced amount of benefits, unless you have elected the Joint and Survivor Normal Pop-up Option (see "Optional Forms of Payment" that follows). After your death, all monthly payments will stop.

#### For Example:

This example assumes you retire at age 62, your normal monthly pension would be \$3,097, and your spouse is also age 62. Your 50% Joint and Survivor Normal Pension would be calculated as follows:

Monthly 50% Joint and Survivor Annuity	
Normal Monthly Pension Amount	\$3,097
50% Joint & Survivor Normal Factor from Appendix A (age 62)	x 89.72%
Your Reduced Monthly Pension	\$2,779
Your Spouse's Monthly Pension After Your Death (50% of your pension)	\$1,390

**Waiver and Spouse's Consent:** If you wish, you may waive the 50% Joint and Survivor Annuity and elect an optional method of payment *before your payments are scheduled to begin*. However, if you elect a method of payment other than the 50% joint and survivor annuity option with your spouse as sole beneficiary, your spouse must sign a consent form agreeing to both the method of payment and the beneficiary designation, if any. The consent form must be signed in the presence of either a Plan representative or a Notary Public.

## If the Value of Your Pension Is Less Than \$5,000 (Lump-sum Payments)

If the lump-sum value of your pension is less than \$5,000, you will receive it in a single payment instead of receiving monthly payments.

## Optional Methods of Payment

If you are unmarried, you may only elect the single life annuity as the form of your retirement benefit. If you are married, you may waive your automatic method of payment and elect one of the following options in its place.

### Life Annuity

Under this option, equal monthly payments are paid for the rest of your life. (This is the same as the automatic payment for unmarried persons.)

### 75% Joint and Survivor Annuity

Under the 75% Joint and Survivor option, you may continue your benefit to your spouse after your death. You will receive reduced monthly payments for as long as you live. After your death, monthly payments of 75% of your reduced monthly benefit will continue to your spouse for his or her lifetime.

#### **For Example:**

This example assumes you retire at age 62, your spouse's age is 62 and your Normal Pension benefit is \$3,097 per month. Your 75% Joint and Survivor Normal Pension would be calculated as follows:

<b>Monthly 75% Joint and Survivor Annuity</b>	
Normal Monthly Pension Amount	\$3,097
75% Joint & Survivor Normal Factor from Appendix A (age 62)	x 85.33%
Your Reduced Monthly Pension	\$2,643
Your Spouse's Monthly Pension After Your Death (75% of your reduced pension)	\$1,982

### 100% Joint and Survivor Annuity

Under the 100% Joint and Survivor option, you may continue all of your benefit to your spouse after your death. You will receive reduced monthly payments for as long as you live. After your death, monthly payments in the same amount (100% of your reduced benefit) will continue to your spouse for his or her lifetime.

#### **For Example:**

This example assumes you retire at age 62, your spouse's age is 62 and your Normal Pension benefit is \$3,097 per month. Your 100% Joint and Survivor Normal Pension would be calculated as follows:

<b>Monthly 100% Joint and Survivor Annuity</b>	
Normal Monthly Pension Amount	\$3,097
100% Joint & Survivor Normal Factor from Appendix A (age 62)	x 81.36%
Your Reduced Monthly Pension	\$2,520
Your Spouse's Monthly Pension After Your Death (100% of your reduced pension)	\$2,520

Because the monthly benefit you will be providing to your beneficiary after your death under the 100% or 75% Joint and Survivor options is greater than under the 50% annuity, you will receive a smaller monthly benefit while you are still living. The reduction to your benefit depends on your age and your beneficiary's age. A table listing these factors is found in Appendix A, entitled "Joint and Survivor Normal Pension Factors."

## 50%, 75% or 100% Joint and Survivor Normal Pop-up

This option provides lifetime protection to your spouse if you die first, but if he or she dies before you do, your pension will “pop up” to the normal pension amount. Your monthly benefit during your and your spouse’s lifetime is lower than under the regular 50%, 75% or 100% Joint and Survivor option. A listing of the reduction factors is found in Appendix B, entitled “Joint and Survivor Normal Pension Pop-up Factors.”

### For Example:

Monthly Joint and Survivor Normal Pop-up Option			
	50%	75%	100%
Normal Monthly Pension Amount	\$3,097	\$3,097	\$3,097
Joint & Survivor Pop-up Factor from Appendix (age 62)	X 88.77%	x 84.05%	x 79.80%
Your Reduced Monthly Pension	\$2,749	\$2,603	\$2,471
Your Spouse’s Monthly Pension if You Die First (50% , 75% or 100% of Your Reduced Pension)	\$1,375	\$1,952	\$2,471
Your Monthly Pension if Your Spouse Dies First (100% of Your Normal Pension)	\$3,097	\$3,097	\$3,097

## Choosing a Method of Payment

The methods of payment are designed to be of equal value, but because it is difficult to predict the future, no one can say which method is best for you. When you make your choice, you will want to consider your family’s living costs and any other sources of income other than your pension.

You may change your payment option any time before payments are scheduled to begin. **Weigh your decision carefully because once you cash your first pension check, no changes to your payment option are permitted.** Once your pension application is processed and completed, there will be a 30-day processing period. You will receive your first check at the beginning of the month following the 30-day processing period.

## How the Payment Methods Compare

Here’s a snapshot of how the various payment options compare. Assume, again, that you retire at age 62, your Normal Pension would be \$3,097 per month, and your spouse is age 62.

Comparison of Payment Methods			
Payment Method	Monthly Pension While You and Your Spouse Are Both Alive	Monthly Pension Continued for Your Spouse’s Life if You Die First	Monthly Pension Continued for Your Life if Your Spouse Dies First
Life Annuity	\$3,097	No benefit payable	\$3,097
50% Spouse Annuity	\$2,779	\$1,390	\$2,779
75% Spouse Annuity	\$2,643	\$1,982	\$2,643
100% Spouse Annuity	\$2,520	\$2,520	\$2,520
50% Popup Option	\$2,749	\$1,375	\$3,097
75% Popup Option	\$2,603	\$1,952	\$3,097
100% Popup Option	\$2,471	\$2,471	\$3,097

**Note: Payments from the Plan are subject to taxation (Federal, state, local) and withholding may be mandatory.**

## **Returning to Work After You Begin to Receive Pension Benefits**

If you retired at **age 62 or later** and return to work after you have started receiving pension payments, your pension payments will stop for each month in which you work at least 40 hours for a Contributing Employer. You will still receive pension payments for each month in which you do not work or if you work less than 40 hours. However, your pension benefit must commence when you reach age 72 even though you may continue to work. Age 70½ shall replace age 72 if you were born before July 1, 1949.

If you were **under age 62** when you retired and started receiving benefits, you are not entitled to pension payments for months in which you perform any work for a Contributing Employer, regardless of your age when you perform such work.

### **Notify the Fund Office When You Return to Work**

You must notify the Fund Office as soon as you return to work with a Contributing Employer. If you do not and the Trustees determine that you have been re-employed (through monthly reports prepared by your Employer or through direct contact with your Employer), it will be assumed that you have worked 40 hours during the calendar month and your benefits will be suspended unless you can prove otherwise.

### **Notify the Fund Office When You Terminate Employment**

When you terminate employment, you must notify the Fund Office again, and you will be sent a Notice of Return to Retirement Status form to be completed.

Your monthly pension benefit will begin the second month after you again retire and will include retroactive payment for the first full month you are back on retirement. This payment will be offset to make up for any pension payment you received during the month you returned to work. If you have taken normal retirement, this offset cannot be greater than 25% of your pension payment during any single month.

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***Consider Carefully! Before returning to work, be sure to compare the amount you expect to earn with the benefit amounts you will lose by leaving retirement!***

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## Survivor Benefits

### Survivor Benefits Before Retirement

#### If You Are Single

If you are single and die after you are vested but *before* you retire, and, as of your date of death:

- you were working for a Contributing Employer, or
- you had stopped working for a Contributing Employer, but had not taken a lump-sum settlement, if available, when you left the Plan,
- your beneficiary will receive a death benefit payable equal to the amount of your vested Employer Contributions.

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***Note: If you terminate employment,  
it is important to notify the Fund Office when you have a change of address!***

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#### If You Are Married

If you are married, vested, and were working for a Contributing Employer (or had terminated employment but had not taken a lump-sum settlement when you left the Plan), your spouse is eligible to receive death benefits as follows:

- If you die **before you reach Early or Normal Retirement age**, your surviving spouse may be eligible to receive a lump-sum death benefit or a monthly benefit for his or her lifetime on the first day of the month following the date you would have reached Early or Normal Retirement. The payments to your spouse will be one-half (50%) of the amount you would have received had you terminated employment on the date of your death, started pension payments on the first of the month after Early or Normal Retirement age, and elected a 50% Joint and Survivor Annuity method of payment.
- If you die **after you have reached Early or Normal Retirement age**, your surviving spouse may be eligible to receive a lump-sum benefit or a monthly benefit for his or her lifetime on the first day of the month following your death. The payments to your spouse will be one-half (50%) of the amount you would have received under the 50% Joint and Survivor Annuity if you had retired on the first day of the month on or after the date of your death.

Upon your spouse's death, your spouse's estate or beneficiaries will be paid any amount of your vested Employer Contributions that exceeds the total pension payments your spouse received.

## **Designate Your Beneficiary**

It is very important to identify a beneficiary for death benefits on the proper form, which can be supplied by the Fund Office. If you wish to change your beneficiary, you must do so in writing, on a form that you can obtain from the Fund Office. Spousal consent for payment of death benefits may be required by applicable law in some situations.

If there is no beneficiary designated at the time of your death, benefits will be paid to your survivors in the following order:

If you are not married and no designated Beneficiary survives the Participant, after reasonable investigation, any death benefit shall be paid to the first of the following classes of known survivors of the Participant (in equal shares if the class includes more than one individual): (a) children, (b) issue of children (grandchildren, etc.), (c) parents, (d) siblings, (e) issue of siblings (nieces and nephews), (f) grandparents, (g) aunts and uncles, or (h) the estate of the Participant. In the event the death benefit is less than \$5,000.00, and after reasonable investigation no survivors in the foregoing categories (a) through (g) are known to exist, the benefit may be provided to any other surviving family members in the discretion of the Trustees of the Fund.

## **If You Should Become Disabled**

### **Eligibility for Disability Benefits**

You may be eligible to retire and receive a Disability Retirement, if you:

- suffer a Total and Permanent Disability (as defined in “Summary of Pension Options”) so that you are unable to engage in any gainful employment of any type;
- have been disabled for a period of six months;
- have at least 10 years of Service Credit with no break in service at your date of disability; and
- have been approved for and become eligible to receive Social Security Disability benefits or another similar governmental benefit.

### **When Disability Benefits Begin**

Your monthly disability benefits will begin on the first day you are entitled to begin receiving Social Security Disability or other similar governmental disability benefits provided the onset of your Total and Permanent Disability coincides with your last date of work or the date you apply for Early Retirement benefits, whichever is earlier. You should apply to the Fund Office for disability benefits at the same time that you apply to the Social Security Administration for disability benefits. It is in your interest to make the application as soon as you become aware of a possible disability status. Normally, you are not entitled to receive any pension benefits until after you submit your application.

## **Benefit Amount**

Except for the limited period described below, your Disability Retirement benefits will be in an amount equal to your Normal Retirement benefit earned up to the date of your disability. For Disability Retirement benefits first payable after 2010 but before March 1, 2020, the Disability Retirement benefit was the Normal Retirement benefit reduced by .5% for each month prior to Normal Retirement age that the Disability Retiree began the Disability Retirement, subject to the rule that such benefit was never reduced by more than 50%.

## **Proof of Disability**

The Fund Office will periodically require proof of your continued eligibility for Social Security Disability or similar governmental disability benefits in order to determine your continued right to receive a Disability Retirement benefit.

If you are applying for a Disability Retirement benefit, you must supply proof that you have applied or are eligible for Social Security Disability benefits or similar governmental disability benefits.

## **Applying for Both Disability Retirement and Early Retirement Benefits**

If you are applying for Social Security Disability benefits but have not yet received them, you may apply for Early Retirement benefits and Disability Retirement benefits at the same time. You can receive the Early Retirement benefits pending approval of your Social Security Disability benefit. However, if you later become entitled to Social Security Disability benefits and want to change your pension to a Disability Retirement benefit instead of the Early Retirement benefit, you will have to repay any Early Retirement benefits received prior to your Social Security Disability entitlement date, under arrangements agreeable to the Trustees in order to change to a Disability Retirement benefit.

## **How Long Disability Retirement Benefits Continue**

Once your Disability Retirement benefits begin, they will continue until the earliest of the date:

- your disability ends;
- you resume any substantial gainful employment; or
- you die.

The Fund Office must be notified promptly if any of these changes occurs.



## Some Disabilities Are Not Covered

Disability Retirement benefits will not be payable if your disability is caused by:

- participation in any criminal act more serious than a summary offense as defined under Pennsylvania law;
- an injury, illness, or disease suffered or occurring while you are working for an entity other than a Covered Employer;
- service in the armed forces of any country; or
- intentionally self-inflicted injury.

## Impact of Workers' Compensation Benefits on Disability Retirement Benefits

Entitlement to workers' compensation benefits has no impact upon to your eligibility for Disability Retirement benefits from the Fund. However, your receipt of any retirement benefits from the Fund may have an impact on your entitlement to workers' compensation benefits.

## Disability Retirement and Spousal Survivor Benefits

### 50% Joint and Survivor Disability Retirement Annuity

If you are married when Disability Retirement payments begin, your benefit is paid automatically as a **50% Joint and Survivor Disability Annuity**. You will receive a reduced monthly Disability Retirement benefit during your lifetime so that, after your death, 50% of your reduced monthly benefit continues to your spouse for the rest of his or her life. The amount of this reduction to your benefits depends on your age and your spouse's age — **and is greater than it would be if you retired at Normal or Early Retirement age because it is anticipated that your benefit payments will be spread over a longer period of time**. A listing of the reduction factors is found in **Appendix C**, entitled "Joint and Survivor Disability Retirement Factors."

#### **For Example:**

This example assumes you retire on disability at age 45 and your spouse is also age 45. Let's also assume you are entitled to a Normal Retirement Benefit of \$3,097. Your 50% Joint and Survivor Disability would be calculated as follows: Disability Retirement

<b>Monthly 50% Joint and Survivor Disability Retirement</b>	
Normal Monthly Retirement Benefit Amount	\$3,097
50% Joint & Survivor Disability Factor from Appendix C (age 45)	x 75.38%
Your Reduced Monthly Disability Retirement Benefit	\$2,334.52
Your Spouse's Monthly Benefit After Your Death (50% of your pension)	\$1,167.26

**Waiver and Spouse’s Consent:** If you wish, you may waive the 50% Joint and Survivor Disability Retirement Annuity and elect an optional method of payment *before your payments begin*. However, if you elect a method of payment **other** than the 50% Joint and Survivor Annuity option with your spouse as sole beneficiary, your spouse must sign a consent form agreeing to both the method of payment and the beneficiary designation, if any. The consent form must be signed in the presence of either a Plan representative or a Notary Public.

### **75% Joint and Survivor Disability Retirement Annuity**

Under this option, you may continue 75% of your benefit to your spouse after your death. You will receive a reduced monthly Disability Retirement benefit for as long as you live. Because the monthly benefit you will be providing to your spouse after your death is greater than under the 50% annuity, you will receive a smaller monthly benefit while you are still living. The reduction to your benefit depends on your age and your spouse’s age. A table listing these factors is found in Appendix C, entitled “Joint and Survivor Disability Retirement Factors.”

**For Example:**

This example assumes you retire on Disability Retirement at age 45 and your spouse is also age 45. Let’s also assume you are entitled to a Normal Retirement Benefit of \$3,097. Your 75% Joint and Survivor Disability Retirement benefit would be calculated as follows:

<b>Monthly 75% Joint and Survivor Disability Retirement</b>	
Normal Monthly Retirement Benefit Amount	\$3,097
75% Joint & Survivor Disability Factor from Appendix C (age 45)	x 67.12%
Your Reduced Monthly Disability Retirement Benefit	\$2,078.71
Your Spouse’s Monthly Benefit After Your Death (75% of your pension)	\$1,559.03

### **100% Joint and Survivor Disability Retirement Annuity**

Under this option, you may continue 100% of your benefit to your spouse after your death. You will receive a reduced monthly Disability Retirement benefit for as long as you live. Because the monthly benefit you will be providing to your spouse after your death is greater than under either the 50% or the 75% annuity, you will receive a smaller monthly benefit while you are still living. The reduction to your benefit depends on your age and your spouse’s age. A table listing these factors is found in Appendix C, entitled “Joint and Survivor Disability Retirement Factors.”

**For Example:**

This example assumes you retire on Disability Retirement at age 45 and your spouse is also age 45. Let’s also assume you are entitled to a Normal Retirement Benefit of \$3,097. Your 100% Joint and Survivor Disability Retirement benefit would be calculated as follows:

<b>Monthly 100% Joint and Survivor Disability Retirement</b>	
Normal Monthly Retirement Benefit Amount	\$3,097
100% Joint & Survivor Disability Factor from Appendix C (age 45)	x 60.49%
Your Reduced Monthly Disability Retirement Benefit	\$1873.38
Your Spouse’s Monthly Benefit After Your Death (100% of your pension)	\$1873.38

**Reciprocal Pensions**

You may be eligible for pension benefits for time that you work in another area that has adopted the Laborers’ National Reciprocal Agreement. This is known as a “reciprocal pension.” Each Plan adopting the Reciprocal Agreement is known as a “Signatory Plan.” Other reciprocity agreements may also qualify you for certain reciprocal benefits.

**Eligibility**

You are eligible to receive a reciprocal pension under each of the Signatory Plans if:

1. You would be eligible for a pension under each Plan if your combined Credited Service were treated as service under each Plan; and
2. You have earned at least one year of Credited Service under each Plan; and
3. You meet the Benefit Eligibility requirements of each Plan; and
4. In the event you are applying for a Disability Retirement, you meet the definition of disability in each of the Plans.

**For Example:**

This example assumes you earned four years of Credited Service with Plan A, three years with Plan B, and three years with Plan C—for a total of 10 years. The Reciprocal Agreement allows you to combine all 10 of these years of service to meet the eligibility provisions of each plan.

**Benefit Amount**

Your pension payable from each Signatory Plan will be the benefit amount you earned under that Signatory Plan.

## Social Security

Social Security benefits are paid in addition to your pension. Your own FICA contributions deducted from pay, plus matching employer contributions, provide these government benefits.

**Remember** — Social Security benefits are not paid automatically. You must apply for them. Contact your local Social Security office for details.

## Loss or Suspension of Benefits

Your benefits may be lost or suspended under the Plan in any of the following circumstances:

- By losing years of Credited Service (see “If You Have a Break In Service”).
- If the Plan would be terminated without enough assets to provide all pension benefits.
- If you are age 62 or older and continue to work after your retirement, or are rehired after your retirement, and you work at least 40 hours per month for a Contributing Employer (or at least one hour per month if you were an Early Retiree), the monthly benefit payable for each month that you work will be suspended (See “If You Return to Work After Receiving Pension Benefits”).
- If you move and the Fund Office does not have your current address.

## Applying for Your Pension Benefits

Your retirement payments will not start automatically, unless you postpone retirement until age 72 or beyond. Age 70½ shall replace age 72 if you were born before July 1, 1949. You must take the following steps to apply for pension benefits:

1. You must submit an application to the Fund Office. If you are applying for a Disability Retirement, you must provide proof that you have applied for Social Security Disability benefits. Monthly benefits cannot begin before the first day of the month following the month in which your application for benefits is filed. You may file an application even if all required supporting information is not immediately available. Application forms can be obtained from the Fund Office. The Fund Office numbers are (412) 263-0900 (in Pittsburgh) or toll-free (800) 242-2538 (in other areas).
2. Furnish the Fund Office with proof of your age, along with other applicable documents (such as a birth certificate, marriage license, divorce decree, etc.).
3. Stop working under the jurisdiction of the Union and terminate your active service with your Contributing Employer.
4. You may change your payment option any time before payments begin. You may not change your benefit election once your first pension check is cashed

See the “Important Information” section for more details about applying for benefits and benefit review procedures.

## **Benefit Payments to Your Spouse or Beneficiary**

If you die and retirement benefits are payable to a survivor, your spouse or other beneficiary must notify the Fund Office of your death. Your survivor will be given all forms, information, and instructions needed to apply for survivor benefits.

### **Important Information**

#### **Claiming Benefits**

When you apply for benefits, Federal law allows a reasonable length of time for your claim to be evaluated and processed. You'll receive notice about the status of your claim within 90 days of when you file it. If special circumstances warrant an extension of the 90-day review period, you will be notified. This initial review period will not be lengthened by more than an additional 90 days.

If your claim is denied (in whole or part), you'll receive a written (or electronic) notice of the denial that will include:

- the specific reason for the denial;
- specific references to any pertinent Plan provision on which the denial is based;
- a description of any additional information that be necessary for the claim to be reconsidered and an explanation about why such information is necessary;
- an explanation of the Plan's appeal procedures, including the applicable time limits; and
- a statement of your right to bring a civil action under ERISA following an adverse determination upon review.

If you disagree with the decision, you may file a written appeal within 60 days of receiving the notice of denial. Your request should be mailed to the Fund Office, which will forward it to the Board of Trustees. You may review all documentation used to make the decision about your claim, and may request and receive copies of any such documentation free of charge. You have a right to submit written comments, documents, records and other information related to the claim, and have the same taken into account in the review regardless of whether previously submitted or considered. As part of your appeal, you may request a hearing before the Trustees with respect to any finding of fact or determination related to your claim for benefits.

For so long as the Trustees hold regularly scheduled meetings at least quarterly, the Trustees' decision on review of an appeal of a claim shall be made no later than the date of the first meeting of the Trustees' that follows the Trustees' receipt of the request for review. However, if the request for review is received within the thirty (30) days preceding the date of such meeting, the decision on review shall be made no later than the date of the second meeting of the Trustees that follows 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, the decision on review shall be made no later than the third meeting of the Trustees that follows the Trustees' receipt of the request for review. A written (or electronic) notice of such extension shall be provided to you before the commencement of any such extension, and shall further indicate the circumstances requiring the extension and the date by which the Trustees expect to decide the request for review. Written (or electronic) notice of the Trustees' decision on review shall be provided to you within five (5) days of the meeting at which the decision was made.

If the decision on the review of an appeal of a claim is adverse, written (or electronic) notice, worded in a manner calculated to be understood by the claimant, shall be provided to you and shall set forth:

- the specific reason or reasons for the adverse determination;
- reference to any specific plan provisions on which the benefit determination is based;
- 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; and
- a statement of your right to bring an action under ERISA Section 502(a).

At your expense, you may authorize a representative to act on your behalf in filing a claim for benefits or requesting a review of any denial thereof. The Trustees may establish reasonable procedures for determining whether an individual has been duly authorized to act on your behalf.

## **Future of the Plan**

Any action to amend or terminate this Plan will not take away or reduce your accrued benefit (earned benefit under this Plan). If it does become necessary to terminate the Plan, the net assets of the Plan will be allocated to participants and beneficiaries of the Plan in the manner specified by ERISA and according to the Plan Document.

The Board of Trustees fully intends to continue this Plan indefinitely. To protect against any unforeseen situation, however, the Trustees reserve the right to amend, modify, revoke, or terminate the Plan, in whole or in part, at any time for any reason subject to the terms of any collective bargaining agreement that may apply.

## **Guarantee of Benefits**

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. Currently, under the multiemployer program, the PBGC guarantee equals a participant’s years of service multiplied by:

- 100% of the first \$11 of the monthly benefit accrual and
- 75% of the next \$33.

The PBGC’s maximum guarantee limit is \$35.75 per month times a participant’s years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870. The guarantees may be adjusted from time to time as determined by the PBGC.

***The PBGC guarantee generally covers:***

- normal and early retirement benefits;
- disability benefits if you become disabled before the Plan becomes insolvent; and
- certain benefits for your survivors.

***The PBGC guarantee generally does not cover:***

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

For more information on 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 (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>.

**Non-Assignment of Benefits**

Your value in this Plan may not be assigned, sold, transferred, or pledged as collateral, nor may a creditor attach your value in the Plan as a means of collecting a debt owed by you. However, benefits may be attached to satisfy a Federal tax levy and state courts can rule that benefits be paid to someone other than yourself or your named beneficiary, in accordance with a Qualified Domestic Relations Order (QDRO). A QDRO is a certain decree, judgment, or order providing for a property settlement relating to child support, alimony payments, or marital property rights.

The Plan Administrator will comply with QDROs received by the Plan. You may receive a copy of the Plan's QDRO procedures from the Plan Administrator without charge. If more than one person is designated as your spouse as a result of a QDRO, the Plan will pay no more than it would have paid if there were only one spouse.

**Unclaimed Benefits**

The Fund Office will make reasonable efforts to locate a participant or beneficiary entitled to benefits under the Plan. Benefits cannot be paid until the appropriate application process is completed by a participant or beneficiary entitled to such benefits.

## **Notification of Change of Address**

If you are eligible for benefits after you leave covered employment, notify the Fund Office of any address change. In this way, you can be kept informed of relevant Plan information.

You must notify the Fund Office of the address to which your benefit checks should be mailed. If any benefit checks are returned because you are no longer residing at the address that you gave the Fund Office, your benefit checks will not be mailed to you until you provide the Fund Office with your current address.

## **Direct Deposit**

To receive your monthly pension, retiring members must sign up for automatic direct deposit into either your bank savings or checking account. It is extremely important that you inform the Fund Office of any change in your bank information to avoid delays in receipt of your pension benefit.



## General Plan Information

### Plan Name

Laborers' District Council of Western Pennsylvania Pension Fund.

### Name and Address of Joint Board of Trustees

Board of Trustees  
Laborers' District Council of Western Pennsylvania Pension Fund  
12 Eighth Street, Suite 500  
Pittsburgh, PA 15222

A complete list of the employers and employee organizations sponsoring the Plan may be obtained by participants and beneficiaries upon written request to the Plan Administrator and is available for examination.

### Employer Identification Number

The Employer Identification Number (EIN) issued to the Board of Trustees is 25-6135576.

### Plan Identification Number

The Plan Identification Number (PIN) is 001.

### Plan Year

The Plan Year begins on January 1 and ends on December 31.

### Identification of the Plan

This Plan is a defined benefit pension plan.

### Plan Administrator

Board of Trustees  
Laborers' District Council of Western Pennsylvania Pension Fund  
c/o Laborers' Combined Funds  
12 Eighth Street, Suite 500  
Pittsburgh, PA 15222  
Telephone: (412) 263-0900 or 1-800-242-2538

### Type of Plan Administration

This Plan is administered by the Board of Trustees of the Laborers' District Council of Western Pennsylvania Pension Fund.

### Securities Custodian

BNY Mellon  
Trust and Investment Department  
One BNY Mellon Bank Center  
Pittsburgh, PA 15258-0001

### Agent for Service of Legal Process

If you need to take legal action because of a dispute relating to the Pension Plan, you may contact the Plan Administrator or the following agent for legal process:

Howard Grossinger, Esquire  
247 Fort Pitt Blvd., 4th Floor  
Pittsburgh, PA 15222

### Plan Actuary

Cowden Associates, Inc.  
Four Gateway Center, Suite 605  
444 Liberty Avenue  
Pittsburgh, PA 15222-1222

### Name and Address of Certified Public Accountant

Sisterson & Co., LLP  
310 Grant St., Suite 200  
Pittsburgh, PA 15219-2300

### Union Information

This Pension Plan is provided pursuant to a collective bargaining agreement with the Laborers' District Council of Western Pennsylvania or one of its Local Unions. A copy of this agreement may be obtained by participants and beneficiaries upon written request to the Fund Office. By law, the Fund may charge up to 25 cents per page for this document. You may examine the agreement at the Fund Office at any time. The agreement will also be made available at your location within 10 calendar days of your written request.

## Names and Addresses of Trustees

### Employee Trustees

PHILIP AMERIS, Chairman  
President and Business Manager  
Laborers' District Council of W. PA  
12 Eighth Street, 6th Floor  
Pittsburgh, PA 15222

JAMES E. BOYD  
Business Manager  
Laborers' Local Union #1451  
816 Ligonier Street, Suite 202  
Latrobe, PA 15650

WILLIAM J. BROOKS  
Business Manager  
Laborers' Local Union #373  
611 Thompson Run Road  
Monroeville, PA 15146

ROBERT L. FURKA  
Business Manager  
Laborers' Local Union #323  
6 Chesapeake Street, Suite 200A  
Lyndora, PA 16045

JEFFREY R. HORNER  
Business Manager  
Laborers' Local Union #824  
316 West Linn Street  
Bellefonte, PA 16823

JOSEPH J. LAQUATRA, JR.  
Business Manager  
Laborers' Local Union #1058  
12 Eighth Street  
Pittsburgh, PA 15222

MARK G. TOY  
Business Manager  
Laborers' Local Union #952  
186 Blaney Road  
Kittanning, PA 16201

## **Employer Trustees**

PAUL V. SCABILLONI, Secretary/Treasurer  
President  
Marsa, Inc.  
1000 Castlevew Road  
Pittsburgh, PA 15234

MICHAEL A. FACCHIANO, JR., President  
Michael Facchiano Contracting, Inc.  
801 McNeilly Road  
Pittsburgh, PA 15226

PAUL D. MARTIN, Chief Operating Officer  
McCrossin Foundations, Inc.  
2607 Nicholson Road-Bldg. 2, Suite 2400  
Sewickley, PA 15143

JOHN C. MASCARO, JR., President/CEO  
Mascaro Construction Company, L.P.  
1720 Metropolitan Street  
Pittsburgh, PA 15233

GEORGE E. MEZEY, President  
Trumbull Corporation  
P.O. Box 6774  
Pittsburgh, PA 15212

JAKE PLOEGER, Director/President  
Trumbull Corporation  
P.O. Box 6774  
Pittsburgh, PA 15212

JOSEPH A. WATTICK, V.P. of Operations  
Mosites Construction Company  
400 Mosites Way  
Pittsburgh, PA 15205

## Collective Bargaining Agreements

Copies of collective bargaining agreements are available to participants and beneficiaries who are covered by an agreement at the respective Local Union Offices listed below:

LABORERS' DISTRICT COUNCIL OF  
WESTERN PENNSYLVANIA  
Laborers' District Council of W. PA  
12 Eighth Street, 6th Floor  
Pittsburgh, PA 15222

LABORERS' LOCAL UNION 323  
6 Chesapeake Street, Suite 200A  
Lyndora, PA 16045

LABORERS' LOCAL UNION 373  
611 Thompson Run Road  
Monroeville, PA 15146

LABORERS' LOCAL UNION 603  
703 French Street  
Second Floor  
Erie, PA 16501

LABORERS' LOCAL UNION 824  
316 West Linn Street  
Belleville, PA 16823

LABORERS' LOCAL UNION 833  
Box 17  
1017 Third Avenue  
New Brighton, PA 15066

LABORERS' LOCAL UNION 910  
303 Wallace Building  
406 Main Street  
Johnstown, PA 15901

LABORERS' LOCAL UNION 952  
186 Blaney Road  
Kittanning, PA 16201

LABORERS' LOCAL UNION 964  
20 South Mercer Street  
Suite 2A  
New Castle, PA 16101

LABORERS' LOCAL UNION 1058  
12 Eighth Street  
Pittsburgh, PA 15222

LABORERS' LOCAL UNION 1451  
816 Ligonier Street  
Suite 202  
Latrobe, PA 15650

## **ERISA Information**

### **Your Rights Under ERISA**

As a participant in the Laborers' District Council of Western Pennsylvania Pension Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA provides that all Plan participants shall be entitled to:

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

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

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

Receive a summary of the Plan's annual financial report or other document required by law. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report or other document.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement age (generally 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, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

#### **Prudent Actions by Plan Fiduciaries**

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

## **Enforce Your Rights**

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

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

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees — for example, if it finds your claim is frivolous.

## **Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Special Note**

This document represents a summary of the main provisions for the Pension Plan as it exists today. Plan changes that have occurred over the years are not discussed.

If there are differences between this Summary Plan Description and the actual Trust Agreement and the Pension Plan, the Trust Agreement and the Pension Plan is the controlling document. The Trust Agreement and the Pension Plan (including any recent amendments) is available upon request or accessible to Eligible Employees and Alternate Payees on the Fund's website at [www.lcfowpa.com](http://www.lcfowpa.com). You and your beneficiaries should not rely on any oral description of the Plan because the written terms of the Plan will always govern. Copies of the Trust Agreement and the Pension Plan and annual report of Plan operations as filed with the U.S. Department of Labor or the Internal Revenue Service are available for review by Plan participants or beneficiaries during normal working hours in the Fund Office. Requests to review these documents should be addressed to the Plan Administrator.

Upon written request to the Plan Administrator, you or your beneficiary may receive a copy of these documents within 30 days. By law, you may be charged a reasonable fee for these documents.

## Appendix A

### Joint and Survivor Normal Pension Factors

Note: Participant and spouse are the same age.

Employee Age at Retirement	100% Continuance	75% Continuance	50% Continuance
52	87.64%	90.43%	93.41%
53	87.11%	90.01%	93.11%
54	86.56%	89.57%	92.80%
55	86.00%	89.12%	92.47%
56	85.42%	88.65%	92.14%
57	84.81%	88.16%	91.78%
58	84.17%	87.64%	91.41%
59	83.51%	87.10%	91.01%
60	82.82%	86.54%	90.60%
61	82.10%	85.95%	90.17%
62	81.36%	85.33%	89.72%
63	80.59%	84.70%	89.25%
64	79.82%	84.06%	88.77%
65	79.03%	83.40%	88.29%
66	78.25%	82.75%	87.80%
67	77.47%	82.10%	87.31%
68	76.72%	81.46%	86.82%
69	75.98%	80.83%	86.35%
70	75.26%	80.22%	85.89%

- Factors listed are for a retiring participant whose spouse is the same age.
- Factors for a retiring participant whose spouse is not the same age can be obtained from the Fund Office.
- Basis for the factors is the 1983 Group Annuity Mortality Tables, using Male for the Participant and Female for the Spouse, with 6.5% interest.
- Factors shown above are the greater of the amount based on the assumptions listed above or the factors in effect before July 1, 2004.



## Appendix B

### Joint and Survivor Normal Pension Pop-up Factors

Note: Participant and spouse are the same age.

Employee Age at Retirement	100% Continuance	75% Continuance	50% Continuance
52	86.98%	89.91%	93.04%
53	86.40%	89.44%	92.70%
54	85.79%	88.95%	92.35%
55	85.15%	88.44%	91.98%
56	84.49%	87.90%	91.59%
57	83.80%	87.34%	91.19%
58	83.07%	86.74%	90.75%
59	82.31%	86.12%	90.30%
60	81.51%	85.46%	89.81%
61	80.67%	84.77%	89.30%
62	79.80%	84.05%	88.77%
63	78.91%	83.30%	88.21%
64	77.98%	82.52%	87.63%
65	77.04%	81.73%	87.03%
66	76.08%	80.92%	86.42%
67	75.13%	80.11%	85.80%
68	74.18%	79.30%	85.18%
69	73.24%	78.49%	84.55%
70	72.30%	77.68%	83.92%

- Factors listed are for a retiring participant whose spouse is the same age.
- Factors for a retiring participant whose spouse is not the same age can be obtained from the Fund Office.
- Basis for the factors is the 1983 Group Annuity Mortality Tables, using Male for the Participant and Female for the Spouse, with 6.5% interest.
- Factors shown above are the greater of the amount based on the assumptions listed above or the factors in effect before July 1, 2004.

## Appendix C

### Joint and Survivor Disability Retirement Factors

**Note:** Participant and spouse are the same age.

Employee Age at Retirement	100% Continuance	75% Continuance	50% Continuance
40	61.67%	68.21%	76.29%
41	61.41%	67.96%	76.09%
42	61.15%	67.73%	75.90%
43	60.92%	67.51%	75.71%
44	60.70%	67.31%	75.54%
45	60.49%	67.12%	75.38%
46	60.30%	66.94%	75.23%
47	60.13%	66.79%	75.10%
48	59.98%	66.64%	74.98%
49	59.84%	66.52%	74.87%
50	59.72%	66.41%	74.78%
51	59.63%	66.32%	74.71%
52	59.55%	66.25%	74.65%
53	59.50%	66.20%	74.60%
54	59.46%	66.17%	74.58%
55	59.45%	66.15%	74.57%
56	59.45%	66.16%	74.57%
57	59.48%	66.18%	74.59%
58	59.51%	66.21%	74.62%
59	59.56%	66.26%	74.65%
60	59.62%	66.31%	74.70%
61	59.68%	66.37%	74.75%
62	59.76%	66.44%	74.81%

- Factors listed are for a retiring participant whose spouse is the same age.
- Factors for a retiring participant whose spouse is not the same age can be obtained from the Fund Office.
- Basis for the factors is the 1983 Group Annuity Mortality Tables, using Disabled Male Mortality for the Participant and Female Mortality for the Spouse, with 6.5% interest.
- Factors shown above are the greater of the amount based on the assumptions listed above or the factors in effect before July 1, 2004.









*For Additional Information Contact*

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**LABORERS' COMBINED FUNDS**

**Kevin Hribar**  
*Administrator*

