

# Bricklayers Pension Trust Fund Metropolitan Area



## Summary Plan Description



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### **Bricklayers Pension Trust Fund – Metropolitan Area**

We are pleased to distribute this updated Summary Plan Description (“SPD”) describing the benefits provided by your Plan.

This SPD summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible and the procedures that must be followed when applying for a benefit. Also included is important information concerning your right as a Participant or Beneficiary as well as definitions of important terms.

It is very important that the Fund Office has your current mailing address at all times so you can receive important information about the Plan. If you change your address, please notify the Fund Office, in writing at the following address:

Bricklayers Pension Trust Fund – Metropolitan Area  
700 Tower Drive, Suite 300  
Troy, MI 48098

Please read this SPD in its entirety, and then put in a safe place for future reference. If you ever have questions about the Plan, please feel free to call the Fund Office at 248-828-6000.

This SPD is a summary of the Plan. If there is any discrepancy between the provisions of the SPD and the Plan itself, the Plan Document will control.

Note – the Board of Trustees has the discretionary authority to determine eligibility for the benefits and to use its discretionary authority to interpret the Plan. Benefits under the Plan will be paid only if the Board of Trustees decides, in its discretion, that the applicant for benefits is entitled to them. Any interpretation or determination made by the Board of Trustees pursuant to this discretionary authority will be final and binding on all parties unless it is determined by a court that the interpretation was arbitrary and capricious.



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## **INTRODUCTION**

The Bricklayers Pension Trust Fund – Metropolitan Area (the “Fund”) was established as the result of collective bargaining between the employers and the Union. It is financed by employer contributions. Employees do not and may not contribute to the Fund. A pension fund allows you to earn a monthly retirement benefit while you work in a job for which employers are required to contribute to the Fund on your behalf. The amount of benefit you accrue will vary depending upon your Years of Credited Service and the benefit formula adopted by the Board during your years of participation.

The Pension Fund is administered by a Board of Trustees made up of representatives of the Union and representatives of the employers. The Trustees serve on the Board without compensation. The Pension Fund is a separate trust fund that pays the benefits provided under the Plan. The Plan, as amended, has been qualified by the Internal Revenue Service to comply with the Employee Retirement Income Security Act of 1974 (ERISA) and subsequent legislation.

You are covered by the Pension Plan if you are an employee working under a collective bargaining agreement between an employer and the Union providing for contributions to this Pension Fund. When this booklet refers to “you” it assumes that you are an employee covered by the Plan.

Only the full Board of Trustees is authorized to interpret the Plan of benefits described in this SPD. No employer or union nor any representative of any employer or union, in such capacity, is authorized to interpret this Plan nor can any such person act on behalf of the Trustees. If you request any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the Board of Trustees, or as authorized by the Trustees in writing, signed by the Plan Administrator. The Trustees reserve the right to amend, modify, discontinue and/or terminate all or any part of the Plan when conditions so warrant.

Any construction or interpretation of the provisions of the Plan and/or Trust Agreement adopted by the Trustees in good faith shall be final and binding upon all parties, Participants, beneficiaries, and all other persons. This includes, but is not limited to, determinations of eligibility and benefit entitlements.

## **IMPORTANT TO REMEMBER**

Save this booklet and put it in a safe place. Tell your family, particularly your spouse, about this booklet and where you keep it filed. If you lose your copy, you can ask the Plan Administrator for another.

If you believe that you are eligible for a pension under the Pension Plan and wish to retire, it is important that you file a written application for your pension with the Plan Administrative Office as soon as possible. Benefits are not payable until your application has been filed.

If you have earned a vested right to a pension benefit and are married, you are automatically covered by a Joint and Survivor Annuity as a form of death benefit protection for your spouse in the event of your death before you retire. Upon retirement, you may reject the Joint and Survivor Annuity, but you must have your spouse's written and notarized consent.

If you are leaving employment covered by the Plan after completing five years or more of vesting service, remember that you may be entitled to a Deferred Pension payable when you reach an age eligible for retirement benefits. To protect your benefit rights, call or write the Plan Administrator when you leave Covered Employment. Arrangements will be made to furnish you with a statement of your benefit rights. The Fund will also file a notice with the government so that the Social Security Administration can remind you at a future time of your deferred pension rights.

If you leave employment covered by the Pension Plan to go into military service, you may be entitled to credit for the service time, provided that you return to your job promptly after your discharge. Also, be sure to notify the Plan Administrator promptly when you return.

In the event the Board of Trustees determines that an incorrect payment has been made, it reserves the right to take whatever action it deems necessary to ensure recovery of the overpayment, including, but not limited to, withholding all or a portion of future benefit payments until the money is recovered.

It is extremely important that you inform the Plan Administrator if you change your address. The importance of a current, correct address on file in the Plan Administrator cannot be overstated! It is the ONLY way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan. This is your obligation; failure to fulfill this obligation could jeopardize your benefits.

It is also important that the Beneficiary designation on file with the Plan Administrator is current. Be sure to notify the Fund Office if you wish to change your Beneficiary.



## **GENERAL PLAN INFORMATION**

There is certain general information which you may need to know about your pension plan. This information has been summarized for you in this section.

### ***Name***

The name of the Plan is the Bricklayers Pension Trust Fund – Metropolitan Area.

### ***Tax ID Number***

The Plan's federal tax identification number is 51-6030972. The Plan number is 001.

### ***Records***

The Plan's records are maintained on a 12-month period of time. This is known as the Plan Year. The Plan Year begins on May 1 and ends on April 30.

### ***Nature of Plan***

The Pension Plan is considered by the federal government to be a defined benefit pension plan, subject to the Employee Retirement Income Security Act of 1974, (usually referred to as ERISA) and the IRS Code, as amended.

### ***Trustees***

The Trustees of the Plan are:

#### **UNION TRUSTEES**

Charles Kukawka, Chairman  
BAC Local 2  
21031 Ryan Road  
Warren, MI 48091

Brett Gierak  
BAC Local 2  
21031 Ryan Road  
Warren, MI 48091

Tommy Ward  
BAC Local 2  
21031 Ryan Road  
Warren, MI 48091

#### **EMPLOYER TRUSTEES**

Brad Leidal, Secretary  
Leidal & Hart Mason Contractors  
12100 Globe St.  
Livonia, MI 48150

Charles Costella  
Monte Costella & Co.  
P.O. Box 621  
Novi, MI 48376-7119

Kevin Ryan  
Masonry Developers, Inc.  
5940 Westchester Ct.  
Rochester, MI 48306

### ***Plan Administrator***

Although the Plan is technically administered by the Board of Trustees, they have delegated certain administrative functions to the following Plan Administrator:

Jeff Allen  
BeneSys, Inc.  
700 Tower Drive, Suite 300  
Troy, MI 48098-2808  
Telephone: (248) 828-6000 or (800) 435-4080  
Fax: (248) 721-9678  
Office Hours: 7:30 a.m. - 4:30 p.m. (Monday - Friday)

The Plan Administrator keeps the Plan's records and is responsible for its day-to-day operations. The Plan Administrator will also answer any questions that you may have about your Plan.

***Legal Counsel***

The Trustees have retained the following legal counsel:

Novara Tesija, P.L.L.C.  
2000 Town Center, Suite 2370  
Southfield, MI 48075-1314  
Telephone: (248) 354-0380  
Fax: (248) 354-0393  
e-mail: nt@novaratesija.com

The Fund's legal counsel is responsible for accepting any legal documents involving the Fund.

***Service of Legal Process***

Service of legal process may be accomplished upon any Plan Trustee or on the Fund's legal counsel at the following address:

Novara Tesija, P.L.L.C.  
2000 Town Center, Suite 2370  
Southfield, MI 48075

***Choice of Law and Venue***

To the extent not preempted by federal law, the Plan is governed by the laws of the State of Michigan. Any disputes regarding the terms of the Plan are to be brought in the United States District Court for the Eastern District of Michigan.

***Collective Bargaining Agreements***

The Plan is maintained pursuant to collective bargaining agreements between the Bricklayers & Allied Craftworkers Local 2 Michigan and all Employers signatory to and participating in these agreements. You may request copies of the collective bargaining agreements by contacting the Plan Administrator in writing, or you may obtain a copy from the Union Office, at:

Bricklayers & Allied Craftworkers Local 2 Michigan  
21031 Ryan Road  
Warren, Michigan  
Phone: (586) 754-0888  
Fax: (586) 754-5889

A reasonable fee may be charged for copying expenses. You may also examine copies of the collective bargaining agreements at the Union Office during normal business hours.

## **ARTICLE I** **DEFINITIONS**

The following abbreviated definitions of terms used in the Plan and this SPD may be helpful to you in understanding the benefits that are provided and your rights under the Plan.

### ***Trust Agreement***

The Agreement and Declaration of Trust establishing the Bricklayers Pension Trust Fund – Metropolitan Area, effective April 29, 1957.

### ***Trust Fund***

The Bricklayers Pension Trust Fund – Metropolitan Area, and the entire assets thereof.

### ***Trustees***

The individuals designated in the manner provided by the Trust Agreement collectively to administer the Fund and Pension Plan.

### ***Union***

The Bricklayers' Allied Craftworkers Local 2 of Michigan.

### ***Employee***

- (a) any person who is or has been employed by an Employer to perform tasks within the trade jurisdiction of the Union; or
- (b) any person who, after accruing one Credit Year based on employment at the trade, is or has been employed by an Employer to perform tasks outside the trade jurisdiction of the Union, and whose Employer elects to contribute to the Fund; or
- (c) any person employed in a paid capacity by the Union; and
- (d) any person employed by an board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union and an Employer

If the collective bargaining agreement allows, a person that is an employee (as stated above), and who is a sole proprietor or a partner in an Employer partnership is also considered to be an Employee.

***Employer***

- (a) any member of the Mason Contractors Association, Inc., the Detroit Mason Contractors' Association and any other individual, partnership, corporation or business entity which is engaged in work using the services of individuals performing work tasks coming within the trade jurisdiction of the Union and which has a Pension Agreement in effect; or
- (b) the Union, only if it acts in the capacity of an Employer of Employees on whose behalf it makes Contributions to the Trust Fund pursuant to a Pension Agreement; and
- (c) any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established by collective bargaining by the Union and an Employer, to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees on whose behalf it makes Contributions to the Trust Fund pursuant to a Pension Agreement

***Pension Agreement***

Any collective bargaining agreement, or any article or section of a collective bargaining agreement, or any other agreement which provides for Employer Contributions to the Trust Fund and details the basis upon which Contributions are to be made, and the terms and conditions to accept contributions for employees working outside the trade jurisdiction of the Union.

***Pension Plan***

The Plan adopted by the Trustees which describes the rights of Active Participants, Inactive Participants, Retirees, and their Beneficiaries.

***Active Participant***

An Employee who has acquired or is acquiring eligibility to receive benefits under the Pension Plan and who is not an Inactive Participant, Retiree, or Former Participant.

***Inactive Participant***

A person who was an Active Participant but has separated from employment covered by the Plan, but not terminated participation.

***Former Participant***

A person who was an Active Participant but who has a permanent break in service and whose accumulated Credit Years and Vesting Years have been cancelled, or a person who was an Active Participant but has terminated participation by receiving a single sum disability benefit or a lump sum payment and whose Credit Years have been cancelled.

***Retiree***

A person who was an Active or Inactive Participant and who has applied for and is receiving or is entitled to receive monthly early or normal retirement benefits from the Fund.

***Retirement***

A participant's complete stoppage of work of any kind for an Employer, regardless of whether work comes within the jurisdiction of the Union. "Retirement" also means the complete stoppage of all kinds of work in the same craft of industry included within the jurisdiction of the Union, whether or not performed for an Employer.

Once you start receiving benefits under this Plan, you will not be considered "retired" in any month in which your benefits have been suspended (as defined later).

***Beneficiary***

Any person who, by relationship or designation to the Participant or Retiree, may be entitled to benefits from the Fund. If a participant or retiree designates a spouse as beneficiary, and are later divorced, the Spouse is no longer the beneficiary unless the participant or retiree reaffirms after the divorce that the spouse is to remain as beneficiary.

***Surviving Spouse***

The person to whom you were legally married at the time of your death.

However, if you are receiving benefits in either a 50% Joint and Survivor form, a 75% Joint and Survivor form or a 100% Joint and Survivor form, "Surviving Spouse" means the person to whom you were legally married at the time the benefits became payable.

If you fail to apply for a benefit that you are entitled to before April 1 of the year after you reach age 70, "surviving spouse" means the person you were married to on that April 1.

"Surviving spouse" also includes persons of the same sex as the participant and Retiree if they were legally married.

***Plan Year***

The twelve month period from May 1 through April 30.

***Hours of Work***

- (a) each hour for which an employee is paid or entitled to payment for performing duties for one or more Employer (who still is in good standing with the Fund at the time the work is performed); or
- (b) each hour to which Contributions are received by the Fund from Employers.

Hours are credited to the Employee for the Plan Year in which the duties are performed.

***Hours of Service***

Hours with which an Employee is credited under the Plan. 435 Hours of Work equals 500 Hours of Service.

***Actuarial Equivalent***

A form of benefit differing in time, period or manner of payment from a specified benefit provided under the Plan but having the same value when computed using the respective actuarial factors.

***Accrued Benefit***

The Benefit which has accrued under the terms of the Plan, and expressed as the Single Life Benefit form of normal retirement benefits. Accrued Benefit does not include any supplementary benefit provided for under the Plan, such as disability benefits or post-retirement supplemental benefit.

***Contiguous Service***

- (a) hours worked by an Employee outside the bargaining unit represented by the Union for one or more Employers that are maintaining the plan at the time of such employment, provided that immediately following the period of such employment the Employee becomes an Active Participant; and
- (b) hours worked by an Active or Inactive Participant outside the bargaining unit represented by the Union for one or more Employer that are maintaining the plan at the time of such employment, provided that the employment begins while the Employee is an Active Participant. Service will not be considered contiguous if it is interrupted by two Plan Years during which the Employee is neither credited with Hours of Service nor employed in Contiguous Service.

***Spouse***

“Spouse” includes any individuals who are lawfully married to the Participant under any state law, including those of the same sex.

***Contributions***

Payments made to the Fund by the Employers or their representatives.

## **ARTICLE II**

### **PARTICIPATION AND BENEFIT ACCRUAL**

***How do I become a Participant?***

After you have been credited with 500 Hours of Service in any 12 consecutive months, you become a participant on the next May 1 or November 1, whichever is earlier.

(As a reminder, 500 Hours of Service = 435 Hours of Work. See the different definitions, above).

***How do I accrue Years of Credited Service?***

For every Plan Year (May 1 – April 30) that you are credited with 500 Hours of Service, you will accrue one Credit Year. “Credit Years” are the units in which your benefit accruals are measured. You cannot earn more than one Credit Year in a single Plan Year.

***What is a Break in Service?***

If you are credited with less than 500 Hours of Service, you will accrue a Non-Credit

Year. If you are not vested (see Article VII) and you accumulate five consecutive Non-Credit Years, you will have a permanent break in service and you will no longer be a participant in the Plan.

However, you will **not** accrue a Non-Credit Year if you fail to reach 500 Hours of Service as a result of (a) service in the Armed Forces of the United States or (b) employment by the International Union of Bricklayers and Allied Craftworkers, ALF-CIO, or the Greater Detroit Building and Construction Trades Council, or any other department or agency of any labor organizations affiliated with the Union, or the state or federal Department of Labor.

If a break in service occurs, you can have your Credit Years reinstated if you become an active participant again and are credited with 5,000 Hours of Work prior to suffering another permanent break in service, or accrue 5 Credit Years after again becoming an Active Participant.

Absences related to pregnancy, childbirth, or adoption of a child will ordinarily not result in a Non-Credit Year being accrued, but is necessary that you notify the Plan Manager 90 days in advance of any such absence, or if you can show good cause for the delay.

***Is it possible to lose my status as an Active Participant?***

Yes. You lose your status as an Active Participant and become an Inactive Participant if, for two consecutive Plan Years, you are credited with no Hours of Service. However, you will not become an Inactive Participant if you are not working and are receiving disability benefits from this Fund or you meet certain conditions to have your credits frozen temporarily. Please contact the Fund office for more information regarding this.

***Will I be credited for time I spend in military service?***

Yes, if the following conditions are met:

- (a) you are an Active Participant and you enter the Armed Forces or any other uniformed services of the United States; and
- (b) you serve for 5 years or less (unless your service is extended by the government); and
- (c) you are discharged under honorable conditions; and
- (d) you resume employment with an Employer under this Plan within 12 months of receiving an honorable discharge (or 24 months if you are recovering from illness or injury incurred during your service), then

you will be credited with Hours of Service and accrue Credit years for the time you spent in military service. The number of Hours of Service that are credited to you will be calculated based on the average of the 3 Plan Years, or 12 consecutive months immediately before you entered the service (whichever is higher). If, however, you have been an active participant for less than 3 years, then your Hours of Service are calculated based on the monthly average for the time you have participated in the plan, or the 12 consecutive months just before you entered military service, whichever is higher. Your Credit Years and benefit credit will be calculated as though you had worked those hours

for an Employer and contributions had been received by the Fund for each month of your service at the contribution rates in effect during that month.

If you are an Active Participant and a Reservist or National Guardsman and are called to active service, then your Credit Years will accrue in the same manner as described above.

You will have to give the Fund Office a copy of your discharge papers and possibly supply other information which may be needed to verify that you qualify for the military service credit.

***If I am inactive or terminated, can I become reemployed or reinstated?***

Yes. If you become an Inactive Participant and you begin working for an Employer, you will become an Active Participant again when you reach 500 Hours of Service within any 12 month period.

You can become a terminated participant if you receive a single sum disability benefit, or a lump sum payment. If, after receiving either of those benefits, you begin working for an Employer again, you will become an Active Participant again when you are credited with 500 Hours of Service within any 12 month period. You can choose to repay the Fund the amount of the lump sum payment, with interest. If you decide to do this, then all previously cancelled credit years will be reinstated, so long as the lump sum is repaid within 5 Plan Years after you become an Active Participant again.

### **ARTICLE III** **NORMAL RETIREMENT BENEFITS**

***When do I become eligible for Normal Retirement Benefits?***

You are eligible to collect normal retirement benefits anytime after the later of:

- (a) your 65<sup>th</sup> birthday, or
- (b) on the fifth anniversary of the date you began participating in the Plan. However, if you previously suffered a “permanent break in service” (see below), then you are eligible on the fifth anniversary of the date that you resumed participation.

***How do I begin to receive Normal Retirement Benefits?***

You must submit an application for Normal Retirement Benefits to the Board of Trustees. You are then eligible for benefits on the first day of the first month following the Trustees’ determine that you meet the eligibility requirements. You will automatically be entitled to receive Normal Retirement Benefits, even if you have not submitted an application, on the first April 1 after you are 70 years old.

If you are credited with Hours of Service because you continue to work after the first April 1 following your 70<sup>th</sup> birthday, you are entitled to an additional monthly benefit, effective the following January 1 based on those Hours of Service. Any additional monthly benefits are payable every January 1 based on the Hours of Service accrued in the previous calendar year.



***What are the forms available to me to receive Normal Retirement Benefits?***

There are five forms of benefits available: Single Life Benefit, 50% Joint and Survivor Benefit; 75% Joint and Survivor Benefit; 100% Joint and Survivor Benefit; and the Life-10 Year Certain Benefit.

- (a) Single Life Benefit. This is the normal form of benefit for an unmarried participant. While this provides you with the highest monthly pension amount, the payments stop when you die; there is no opportunity for a beneficiary to continue receiving payments after your death.
- (b) 50% Joint and Survivor. This is the normal form of benefit for a married participant. If you retired before October 1, 2016, your benefit amount is determined according to the formula for the Single Life Benefit, and if your spouse survives you, he or she will receive 50% of your benefit after your death, until his or her death. If you retire after October 1, 2016, your benefit amount is determined according to the formula for the Single Life Benefit, and then actuarial factors are used to reduce the amount of your monthly benefit so that if you have a surviving spouse upon your death, he or she will receive 50% of your benefit until his or her death.
- (c) 75% Joint and Survivor. Your benefit amount is determined according to the formula for the Single Life Benefit, and then actuarial factors are used to reduce the amount so that if you have a surviving spouse, he or she will receive 75% of your benefit after your death, until his or her death.
- (d) 100% Joint and Survivor. Your benefit amount is determined according to the formula for the Single Life Benefit, and then actuarial factors are used to reduce the amount so that if you have a surviving spouse, he or she will continue to receive 100% of your benefit after your death, until his or her death.
- (e) Life-10 Year Certain. You are entitled to a reduced benefit payable to you each month for the rest of your life. However, if you die after receiving the first benefit payment but before receiving 120 benefit payments (ten years' worth of benefits) the person you designate to be your beneficiary will receive the benefit each month until the total number of benefits received by you and your beneficiary equal 120.

***Are there any restrictions on which benefit form I may choose?***

Possibly. If you are married at the time you apply for benefits, or are divorced and have an alternate payee Qualified Domestic Relations Order ("QDRO") in place, the benefit will be paid in the Joint and Survivor form that has the highest value compared to the Single-Life form (this is typically the Joint and Survivor 50%). You can elect to waive that form as long as your spouse, or alternate payee under the QDRO, consents to the waiver.

If you are not married, or are divorced and do not have an alternate payee under a QDRO, your benefit will be paid in the Single Life form unless you waive it.

If you are married and receive your benefits in any of the Joint and Survivor forms, and your spouse dies before you, your benefit will automatically convert into a Single Life form.

***How are my benefits affected if I work past age 65?***

If you continue to work past age 65, or the date at which you would qualify for normal retirement benefits, your Single Life form of benefits is calculated to be the greater of:

- (a) the actuarial equivalent to the normal retirement benefit you would have been entitled to if you applied to receive payments when you became eligible for normal retirement benefits; or
- (b) the amount calculated according to the Single Life benefit, including any additional employer contributions made to the Fund for Hours of Work performed after the month you became eligible for normal retirement benefits.

***Can my benefits ever be suspended?***

Yes. Your benefits will be suspended if you meet all of the following conditions during any period before the first April 1 after when you turn 70 years old:

- (a) you become actively employed or self-employed for at least 40 hours in any calendar month; and
- (b) employment is in the same industry as the Employer that employed you prior to receiving benefits; and
- (c) employment is in the same trade or craft in which you were employed at any time while participating in the Plan (including supervisory and managerial activity which is reasonably related to skills associated with the trade or craft that you were trained in); and
- (d) you are employed in the State of Michigan.

If you intend to return to work and meet the criteria above, you must let the Trustees know in advance. If you do not let the Trustees know that you intend to return to work or the Trustees find out that you have been working on a job, the Trustees will assume that you have been working for the Employer the entire time that the Employer was on the particular jobsite, and your benefits will be suspended for that entire period. It will be up to you to prove to the Trustees that you were not working for the Employer the entire time. If you receive benefits when you are not entitled to them, the Trustees will collect from you the amount of the overpayment.

If you are no longer employed or no longer meet the criteria above, you also must notify the Trustees so that your benefits can begin again. You will be eligible for the same amount of benefits as you were receiving prior to being reemployed. Additional monthly benefits will be payable each January 1 based on the Hours of Service you accrued in the preceding calendar year. Any additional benefits you may receive will be in the same form as your regular monthly benefits are being paid.

***Is there a maximum amount of benefits I can receive?***

Section 415 of the Internal Revenue Code imposes a mandatory limit of \$210,000 as the maximum amount of benefits you may receive annually (as adjusted annually every January 1 for cost of living increases).

**ARTICLE IV**  
**EARLY RETIREMENT BENEFITS**

***When do I become eligible for Early Retirement Benefits and how do I start receiving them?***

You are eligible for Early Retirement Benefits if:

- (a) you have completely retired from work for a contributing employer;
- (b) are an active participant;
- (c) at least 55 years old (but less than 65 years old); and
- (d) have 10 credit years

You must submit an application to start receiving Early Retirement Benefits.

***What forms of benefits are available for Early Retirement Benefits?***

The same five forms of benefits that are available for Normal Retirement Benefits are also available for Early Retirement Benefits: Single Life; 50% Joint and Survivor; 75% Joint and Survivor; 100% Joint and Survivor; and 10 Year Life and Certain.

If you elect to receive Early Retirement Benefits, your monthly payment amount will be reduced. Whenever calculating your benefit amount, it is necessary to first determine your Single Life Benefit. For Early Retirement Benefits, your Single Life Benefit will be reduced by  $\frac{1}{4}$  of 1% for every month that you are younger than age 65 when your early retirement benefit begins. If you have accumulated 25 Credit Years, your Single Life Benefit will be reduced by  $\frac{1}{4}$  of 1% for each month you are younger than age 58 when your early retirement benefits begin.

Once your reduced Single Life Benefit is determined, then actuarial adjustments will be made to determine the benefit amounts for the other benefit forms. The benefit amount you receive as a result of Early Retirement is your benefit amount for your entire retirement; it does not increase once you reach age 65.

***Are there any restrictions on Early Retirement Benefit forms?***

As with normal retirement benefits, if you are married and elect to receive Early Retirement Benefits, the form will be 50% Joint and Survivor option unless your spouse signs a waiver at least 30 days before the first benefit becomes payable. As with Normal Retirement, If you are receiving benefits in any of the Joint and Survivor forms, and your spouse dies before you do, your benefits will automatically be recalculated to the Single Life Form.

If you are not legally married, then your Early Retirement Benefits will be paid in the Single Life form unless you waive it.

You may change your benefit form at any time **prior** to your first benefit being paid.

## **ARTICLE V**

### **DISABILITY BENEFITS**

#### ***When am I eligible for disability benefits?***

If you are totally and permanently disabled, you may apply for disability benefits if:

- (a) you have accrued 10 vesting years;
- (b) are not 65 years old; and
- (c) your disability is not the result of an intentionally self-inflicted injury, or a felony, or any occurrence which qualifies you to receive worker's disability compensation.

You are considered totally and permanently disabled if you have a physical or mental condition which began while you were an Active Participant, and the disability makes you totally unable to have any employment in the bricklaying trade, and will be permanent and continuous for the remainder of your life.

#### ***What kind of proof will I need to show I am "totally and permanently disabled"?***

While not required, proof that you are entitled to Social Security Disability Benefits will be considered sufficient proof that you are totally and permanently disabled.

The Trustees may also require you to be examined by a physician or clinic of their choosing, and to submit evidence of continuing disability as the Trustees may request.

#### ***Are there options of benefit forms for disability benefits?***

No. Disability benefits are payable in the Single Life Benefit form of Normal Retirement (not reduced). Disability benefits are payable during the disability until you reach age 65. Once you reach age 65, you will begin receiving Normal Retirement benefits in the form you elect, as described in above.

Alternatively, if you have between 5 and 10 vesting years, you may be entitled to a single-sum disability, which is the greater of either (a) the total employer contributions made to the Fund on your behalf for Hours of Work performed by you or (b) the single sum Actuarial Equivalent of your basic vested amount. If you receive and accept a single sum disability benefit, you will be terminated from participating in the Plan. If your single sum disability benefit is more than \$5,000, it will not be paid unless your spouse consents to your termination of participation in the Plan.

#### ***Can my disability benefits be terminated?***

Yes, in the following circumstances:

- (a) if you are employed in an occupation that is inconsistent with the finding that you are totally and permanently disabled; or
- (b) if the Trustees determine, based on medical findings, that you can pursue a

- regular occupation in the bricklaying trade; or
- (c) if you fail to submit evidence of continuing disability when requested by the Trustees; or
- (d) you are employed in an effort to rehabilitate (see below) but you do not submit evidence of income when requested by the Trustees; or
- (e) if the Plan is amended and no longer allows disability benefits

You are allowed to be employed in an effort to rehabilitate yourself so long as your occupation is not within the jurisdiction of the Union, does not require physical ability greater or equal to that of bricklaying, and your earnings for a calendar year do not exceed the product of 500 hours multiplied by the average base wage rate in effect for bricklayer journeymen. If you are employed in this manner and your income exceeds the amount allowed in a calendar year, you will be ineligible for disability benefits and will be required to return amounts paid to you.

## **ARTICLE VI**

### **DEATH BENEFITS**

#### ***If I die prior to retiring, are any benefits payable?***

It depends on whether you are married at the time of your death, the number of vesting years you have accrued, and whether you are eligible for Normal or Early retirement benefits at the time of your death.

If death benefits are payable, they must start being paid within one year after your death. The Trustees may require proof of death, such as a death certificate.

#### ***Who is my beneficiary for death benefits?***

Your Surviving Spouse is your beneficiary unless, prior to your death, you designated someone else as your beneficiary.

If you have 5 or more vested years of service, but are not eligible for normal or early retirement benefits when you die, your Surviving Spouse is entitled to a monthly benefit starting on the earliest date when you would have been eligible to receive normal or early retirement benefits.

Your Surviving Spouse may have the option to receive a lump sum benefit amount. If he or she takes that option, that will terminate his or her rights under this Plan.

#### ***What forms of death benefits are available?***

Your beneficiary has three choices for death benefits:

- (a) for the remainder of his or her life, to receive the benefit he or she would have received if you had retired instead of died, and elected a 50% Joint and Survivor form; or benefit he or she would have received if you retired rather than died and chosen a 100% Joint and Survivor form; or
- (b) for 10 years, to receive a benefit equal to 50% of the benefit you would have

- received if you retired rather than died and chose a Single Life Benefit ; or
- (c) an amount equal to the higher of (i) 100% of the total employer contributions made on your behalf or (ii) a single sum of the actuarial equivalent of the monthly benefit payable under (a) above

If the amount that your beneficiary actually receives under sections (a) or (b) is less than the benefit payable under (c), then the Trustees will pay the difference to your beneficiary's estate.

***Who is your beneficiary if you do not have a surviving spouse?***

If you die before you start receiving Early or Normal Retirement benefits and you do not have a Surviving Spouse, any death benefits payable will be equal to 100% of the amount of employer contributions made on your behalf. Beneficiaries for death benefits when there is no surviving spouse are paid in the following order:

- (a) any person you designate as a beneficiary;
- (b) if you have not designated anyone to be a beneficiary then to your minor children equally;
- (c) if none of the above, then any person you have designated as a beneficiary with the Detroit and Vicinity Trowel Trades Health and Welfare Fund; or
- (d) if none of the above, then any person you have designated as a beneficiary with the mortuary plan of the International Union of Bricklayers and Allied Craftworkers, ALF-CIO or
- (e) if none of the above, then any of your adult children, equally; or
- (f) if none of the above, then the person who delivers to the Fund a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent

An individual is no longer your spouse immediately upon the entry of a judgment of divorce. A former spouse is only a beneficiary after the entry of a judgment of divorce if you designate him or her as a beneficiary after the judgment of divorce was entered.

If you die and no one qualifies as a beneficiary as outlined above, then no death benefit will be paid.

You may also appoint more than one Beneficiary if you are unmarried, or if you are married and your spouse consents. Your Beneficiary may elect to waive his or her rights to receive death benefits, and may designate a substitute Beneficiary if he or she so desires.

**ARTICLE VII**  
**VESTED BENEFITS**

***What does it mean to have "vested service"?***

You will accrue a Vesting Year for each accumulated Credit Year. You will also accrue a Vesting Year for any Plan Year in which you are employed more than 500 hours outside the bargaining unit represented by the Union with one or more Employers who has not been terminated by the Trustees, as long as the Employer was maintaining the

Plan during the time you were accruing hours.

***What does it mean to be “vested”?***

Once you have been credited with an hour of service and have accrued five Vesting Years, you will be vested in your Accrued Benefits. Once you are “vested”, you have earned the right to certain benefits which cannot be taken away from you, even if you stop working for contributing employers and leave the trade. If you become an inactive participant, the Fund will, upon application, determine for you’re the exact amount of the benefits in which you are vested.

***What is a “vested deferred benefit”?***

If you are an Inactive Participant, and you submit an application to the Trustees for vested benefits, and you are no longer accruing Vesting Years, and the single sum Actuarial Equivalent of your vested amount is \$5,000 or less, you will be paid a lump sum of that amount. If you accept the lump sum, you will be terminated from participating in the Plan.

If you are an Inactive Participant and you submit an application to the Trustees for vested benefits and the single sum Actuarial Equivalent of your basic vested amount is more than \$5,000, then you are entitled to either:

- (a) A deferred monthly retirement benefit beginning on or after your 65<sup>th</sup> birthday. This deferred monthly benefit is subject to the same rules of Normal Retirement benefits; or
- (b) A deferred monthly retirement benefit on or after your 55<sup>th</sup> birthday, but before your 65<sup>th</sup> birthday. This deferred monthly benefit is subject to the same rules of early retirement benefits. Also, this option is only available to Inactive Participants who have accumulated ten Credit Years. If you retire after October 1, 2016 and have not reached age 65, the early retirement benefit will be reduced by ½% for each month that you are under the age of 65 at your retirement.

***If I am receiving a deferred monthly retirement benefit, can it ever be suspended?***

Yes. If you are receiving a deferred monthly retirement benefit, you are still subject to the same conditions applicable which could cause the suspension of Normal Retirement benefits, as described above.

**ARTICLE VIII**  
**ADMINISTRATION OF THE PLAN**

***What role does the Board of Trustees play with regard to the Plan?***

The Board of Trustees is responsible for administering the plan, and using various service providers to help with plan administration. The decisions of the Board of Trustees regarding plan administration are final.

***Are there any benefits available beyond those described by the Plan?***

No. The only benefits available to anyone who has, or may have, a right to benefits are



those benefits as described in Plan.

***Are my benefits assignable?***

No. Benefits cannot be assigned, sold, transferred, mortgaged or pledged to anyone or used as a security for a loan, either voluntarily or involuntarily. Under most circumstances, Plan benefits are not subject to attachment or execution under any decree of a court or otherwise. However, there are two exceptions to this rule: the anti-assignment provision is not enforceable against the Internal Revenue Service and in the case of a QDRO.

***What information do the Trustees need to make a benefit payment?***

The Trustees have the right to records of your employment, proof of birth and death dates, marital status, or any other information they deem necessary. The Trustees have the right to withhold benefit payment until they receive the requested information. The Trustees may rely on information provided to them by the Union, employer associations, Employers, Employees, Active or Inactive Participants, Former Participants, Retirees, Beneficiaries or alternate payees.

***What happens to my benefits if I am physically or mentally unable to receive them?***

If the Trustees determine that you or a beneficiary is mentally or physically unable to receive benefit payments, then the Trustees may authorize payment to be made to the person or institution who is providing care for you or the beneficiary. If, however, you or a beneficiary have a legal guardian appointed, payments may be made to the legal guardian on your or the beneficiary's behalf.

***Can I make contributions to the plan?***

No. The Plan is funded by Employer contributions only. Any contributions by an Employer are irrevocable, meaning the Employer does not retain any right, title or interest in the contribution monies. If an Employer owes contributions, the Fund has the right to take legal action to collect those contributions.

***Can I get credit if I work outside of the area covered by the Fund?***

It depends. The Trustees have the right to enter into a Reciprocity Agreement with other pension funds, where the trustees of each fund agree to the exchange of credit and contributions for work done in other areas.

***Can I ever rollover my benefits?***

Yes. If you, a Surviving Spouse, or a former Spouse (as designated by a QDRO), or a non-spouse Beneficiary are eligible for a lump sum payment, then the lump sum payment is eligible for a rollover distribution. All or a part of the benefits are eligible to be rolled over, subject to the following three stipulations:

- (a) the lump sum must be rolled into one of the following: 401(a) plan; 457 plan that accepts rollovers; an IRA; a 403(a) qualified annuity; a 403(b) tax-sheltered annuity, or a Roth IRA; and
- (b) if a non-Spouse beneficiary elects to rollover the lump sum, it must be to an IRA or a Roth IRA that is established on behalf of the Beneficiary, and treated like an



- inherited IRA; and
- (c) the Trustees must be notified.

***What happens if my claim or application for benefits is denied?***

If your claim for benefits is denied, either in whole or in part, you have the following rights:

- (a) within 60 days of being notified that your claim was denied, you can request in writing a review of the claim by the Trustees (this is extended to 180 days if the denied claim was for disability benefits);
- (b) review documents related to the denial;
- (c) submit issues and comments in writing.

The Trustees must review your claim promptly, and they will issue a final decision no more than 5 days after the next Board of Trustees meeting. However, if your appeal was submitted within 30 days before the next Board of Trustees meeting, the Trustees must make a decision no more than 5 days after the second Board of Trustees meeting. The Trustees may extend the decision-making time period, but they must notify you of the extension.

The decision the Trustees make on your appeal is final, and the Trustees must provide you a written explanation pointing to specific places in the Plan and giving specific reasons that their decision was based on.

***When can I file a lawsuit?***

You have 3 years from the time your cause of action accrues to bring a lawsuit against the Fund, the Board of Trustees, any Trustee individually, or any agent of the Trustees or the Fund.

***Are there any laws which regulate the Fund?***

Yes. The Fund must pay benefits according to the terms set out in Section 401(a)(9) of the Internal Revenue Code and any related Regulations, Revenue Rulings, notices or other guidance published in the Internal Revenue Bulletin. If the Plan is inconsistent with the Internal Revenue Code, the Internal Revenue Code will control. The Plan is also governed by the Employee Retirement Income Security Act (ERISA) and any related regulations and notices, and the laws of the State of Michigan.

***What type of discretion do the Trustees have?***

The Trustees have the fullest possible discretion to administer all aspects of this Plan, and have the right to interpret all the terms of the Fund's governing documents, including this Summary Plan Description.

## **ARTICLE IX** **PRIOR PLAN**

***Do any rights carry over from the Prior Plan?***

Yes. If you had accumulated 5 credit years under the plan in effect on April 30, 1976,

and have had continuous service before becoming 100% vested under this plan or the plan in effect on April 30, 1976, your vested rights will be determined as follows:

- (a) calculate the monthly benefit that you would have had under the prior plan; and
- (b) calculate the basic vested amount that you are vested under this Plan; and
- (c) if the amount calculated under (b) above are greater than (a), then the vesting rules of this Plan apply; but
- (d) if the amount calculated under (a) above is greater than (b), then you are entitled to receive a benefit calculated under the prior plan, but the benefit is limited by the methods and conditions of payment provisions of this Plan.

## **ARTICLE X**

### **EMPLOYER WITHDRAWAL LIABILITY**

#### ***What is Employer Withdrawal Liability and how is it assessed?***

If an Employer chooses to exit the Union, the Fund's Auditor performs a series of calculations and assesses the employer essentially a fine, called "withdrawal liability."

This employer withdrawal liability is calculated under the method described in ERISA.

## **ARTICLE XI**

### **AMENDMENT AND TERMINATION OF THE PLAN**

#### ***Can this Plan ever be Amended?***

The Board of Trustees has the right to amend the Plan and Trust at any time. Although the Trustees hope to maintain the present level of benefits and to improve upon them if possible, a primary concern of the Trustees is to protect the financial soundness of the Plan at all times. The Board of Trustees reserves the right to terminate or make changes, modifications or amendments to the benefits which the Plan provides. In no event, however, can any amendment:

- 1. Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries;
- 2. Cause any reduction in the benefit amount credited to you;
- 3. Cause any part of your Plan assets to revert to an Employer; or
- 4. Eliminate an optional form of distribution.

You will be notified of any important changes to the Plan.

#### ***Can this Plan ever be terminated?***

Although it is expected that the Trust will remain in effect indefinitely, the Trust (and consequently the Plan) may be terminated by a joint resolution of the Employers and the Union. In addition, the Plan will be terminated if and when no assets are left in the Fund, or no individuals remain alive who can qualify for benefits.

In the event of the termination of the Plan, the Board of Trustees will allocate the assets of the Plan, after expenses are paid, among Participants, Former Participants and Beneficiaries in the manner provided by ERISA. If termination of the Plan occurs, your Accrued Benefit will be totally non-forfeitable to the extent funded on the date of termination.

***Are My Benefits Insured?***

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 20 years of service would be \$8,580.

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

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

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

## **ARTICLE XII**

### **YOUR RIGHTS UNDER ERISA**

As a Participant in the Plan, you are entitled to certain rights and protections under the ERISA. ERISA provides that all Plan Participants are entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations such as work sites 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 Pension and Welfare Benefit Administration.
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
4. Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (which is specified in this Summary Plan Description), 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who have the responsibility for the operation of the 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.

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 Plan Administrator.

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

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.

*Trustees of the Bricklayers Pension Trust Fund – Metropolitan Area*

## NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



