

# **Plasterers' Local Union No. 96 Pension Plan**

**Summary Plan  
Description**

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June, 2006

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## **INTRODUCTION**

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This booklet is called a Summary Plan Description. Its purpose is to describe the major provisions of the Plasterers' Local Union No. 96 Pension Plan (hereafter referred to as the "Plan"). You should retain this booklet for future reference. If at any time you have questions not covered or you do not understand any part of this booklet, you should contact the Board of Trustees or the Plan's Contract Administrator. The name and address of the Plan Administrator and the Contract Administrator are listed in the section, **General Plan Information**.

The benefits available under this Plan are designed to supplement any benefits available to you under Social Security and any other retirement plans in which you may participate. This Plan should be considered one source of retirement security along with your personal savings and investments.

The Federal laws governing the operation of retirement plans are very complex. This Summary Plan Description is only a summary of the most important provisions of the Plan. It does not discuss some of the more technical aspects of the plan's operation. The Plan is operated according to the provisions of the plan document. **Final determination of any inconsistencies between this Summary Plan Description and the plan documents will be based on the language in the plan document.** You have the right to review the plan documents and other applicable forms in the office of the Board of Trustees during regular business hours. You also may request that the Board of Trustees provide you with a copy of the plan documents. The Board of Trustees may require a reasonable fee for providing you with a copy.

The Plan is maintained pursuant to a collective bargaining agreement between your Employer and the Operative Plasterers' Local Union No. 96 of Washington, D.C. A complete list of the employers and employee organizations sponsoring the Plan, as well as the collective bargaining agreement, may be obtained by writing to the Plan Administrator. Participants and their beneficiaries also may examine the listing of employers and the collective bargaining agreement at the Plan Administrator's office and at other specified locations, such as worksites and union halls.

The rest of this booklet is organized in a question and answer format. There is a **Summary of Plan Benefits** in the beginning and a **Glossary** of terms at the end to help you understand some of the more technical language. If English is not your native language, the Contract Administrator will arrange assistance for you in understanding this Summary Plan Description in your native language

## **SUMMARY OF YOUR PLAN BENEFITS**

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<b>Effective date of plan</b>	October 1, 1958
<b>Most recent plan amendment</b>	June 7, 2006
<b>Employer Identification Number</b>	52-6148611
<b>Plan number</b>	001
<b>Plan type</b>	Money Purchase Pension Plan
<b>Eligible class of employees</b>	Employees of contributing employers who are members of a bargaining unit covered by the CBA.
<b>Normal retirement date</b>	Age 60 and the completion of 1 year of service
<b>Employee required contributions</b>	None

\* *As used in this Summary Plan Description, the terms “you”, “your”, and “yours” refer to an individual that otherwise satisfies all of the eligibility and participation requirements under the terms of the Plan. Receipt of this Summary Plan Description does not guarantee that the recipient is in fact an eligible participant under the Plan or otherwise eligible to receive benefits under the Plan.*

\*\* *As used in this Summary Plan Description, the terms “your beneficiary” and “your spouse” refer to an individual that qualifies as a beneficiary or spouse, whichever the case may be, under the terms of the Plan and are otherwise eligible for coverage under the terms of the Plan. Receipt of this Summary Plan Description does not guarantee that the recipient is in fact an eligible participant, a designated beneficiary of an eligible participant, or the spouse of an eligible participant under the Plan or is otherwise eligible to receive benefits under the Plan.*

## ***GENERAL PLAN INFORMATION***

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### **What is the name of my plan?**

The name of your plan is the Plasterers' Local Union No. 96 Pension Plan.

### **What kind of plan is this?**

This plan is a money purchase pension plan. Contributions are made to the plan by participating employers in an amount sufficient to fund the benefits of all eligible employees. The trust fund holds all contributions.

### **What is the plan year?**

The plan year is a twelve-month period beginning on January 1 and ending on December 31 of each year. Plan records are kept for this period.

### **Who is the Plan Administrator?**

The Plan Administrator for your plan is:

Board of Trustees  
Plasterers' Local Union No. 96 Pension Trust Fund Pension Plan  
4600 Powder Mill Road  
Beltsville, Maryland 20705  
(301) 937-9300

Employer Identification Number: 52-6148611

In addition to the Board of Trustees, the Plan's Contract Administrator identified below also has administrative responsibilities with respect to the Plan.

Carday Associates, Inc.  
4600 Powder Mill Road  
Beltsville, Maryland 20705  
(301) 937-9300

### **Who is the plan's Trustee?**

The members of the Board of Trustees are:

Union Trustees  
Keith D. Hickman, Chairman  
Stephen C. Stovall  
James A. Miller

Employer Trustees  
Edgar Pepper  
Vacancy  
Cherie Pleasant

**Who is the person responsible for receiving legal documents?**

Legal documents may be delivered to the Contract Administrator. The address is:

Carday Associates, Inc., Suite 100  
4600 Powder Mill Road  
Beltsville, Maryland 20705

Legal documents may also be delivered to any member of the Board of Trustees.

## ***ELIGIBILITY AND PARTICIPATION IN THE PLAN***

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### **Who is eligible to become a participant in the Plan?**

All employees of a contributing employer who are members of a bargaining unit covered by the CBA are eligible to participate in this Plan.

### **Are employees required to make contributions to the Plan in order to receive benefits?**

You are not required to make any contributions as a condition of participation in this Plan.

### **What is the minimum service requirement for participation in this Plan?**

You are automatically a participant in the Plan on your date of hire.

## **VESTING AND SERVICE**

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### **What does the term "vested" mean?**

The term vested refers to the percentage of your retirement benefit that is non-forfeitable.

### **When do I become vested in my Plan benefit?**

Benefits earned are 100% vested as long as you complete one (1) hour of service during the Plan Year. If you should terminate employment before you earn an hour of service, you will not receive any benefit under the Plan.

### **What is an hour of service for purposes of determining vesting service?**

An hour of service is any hour for which you were paid or entitled to payment for performance of your duties with your employer. This includes paid vacation, sick leave, holidays, jury duty and military service. In addition, you are credited with hours of service for any period of uncompensated leave of absences for purposes of vesting as long as you return to work at the end of such leave.

### **If I received the full value of my benefits based on a prior period of covered employment, how is my benefit affected if I decide not to repay that distribution?**

Credited service is not provided for time for which you have received a distribution. For example, if you worked for five years, terminated employment and received a single cash payment of your benefit, then were re-employed by a contributing employer, you would not be given credit again for the time that you had been paid.

## **RETIREMENT BENEFITS**

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### **When may I retire?**

The normal retirement date under this Plan is the first day of the month coincident with or next following the day you reach the age specified in the Plan as the normal retirement age (age 60). If your birthday is the first day of the month, then that day is your normal retirement date.

### **Your normal retirement date under this Plan is:**

The first day of the month coincident with or next following the day you reach age 60 and have a vested benefit under the Plan.

For example, if your date of birth was April 28, 1946, your normal retirement date would be May 1, 2006 (the first of the month following the day you reach age 60).

### **How are my retirement benefits calculated?**

Your benefits are calculated based on your hours of credited service multiplied by the contribution rate as specified in the Collective Bargaining Agreement. If you believe additional hours of credited service should be credited to you under the Plan, you will be required to provide the Plan Administrator with written evidence establishing that you completed the additional hours of credited service. You must provide the Plan Administrator with written evidence of your additional hours of credited service pursuant to the Plan's claims review procedures. See the section entitled "Claims Procedures" in this summary for additional information on the Plan's claims review procedures.

### **Will I receive a benefit if I terminate employment?**

You are entitled to receive any vested benefits you have earned from this Plan if you either voluntarily or involuntarily terminate your employment with your employer. Therefore, if you leave covered employment after completing at least 1 hour of credited service, you will be entitled to receive a benefit payable at your normal retirement age, age 60, or sooner if requested. However, if you elect to commence payment of your benefit prior to reaching age 59½, you will be responsible for paying a 10% excise tax to the IRS on the amount of your benefit payment.

### **If I elect to defer receipt of my benefit upon termination of employment, may I later make a request for a distribution?**

Yes. You may make a request for a distribution at any time after the termination of your employment. However, if you terminate your employment prior to your Normal Retirement Date, payment of your benefit will not begin until you are terminated for at least six (6) months unless you are eligible for a disability retirement benefit under the Plan.

**What if my employment terminates before I become eligible for a retirement benefit?**

If your employment terminates before you become eligible for a deferred vested pension by completing at least 1 hour of service, you will not be entitled to any benefit under the Plan.

**What if my employment continues after I reach normal retirement age?**

If you continue to work after reaching age 60, you may defer receipt of your vested benefit.

## ***DISABILITY BENEFITS***

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### **Does this Plan provide any benefits in the event of my disability?**

If you become unable to work due to a total and permanent disability (as defined in the Plan), you will be eligible to receive a disability benefit from the Plan, at the time of your disability, as long as you were employed by a contributing employer and accrued at least one year of service preceding the disability.

You will not be eligible for a disability benefit if the disability was the result of involvement in criminal acts and/or self-inflicted injury.

### **What is the definition of disability?**

A "total and permanent disability" means a mental or physical condition that renders you completely unable to perform any and every duty pertaining to your occupation for which you were employed by your employer that will continue indefinitely or for a substantial period of time determined as of the day you stopped working. You must submit proof of your disability to the Plan Administrator in order to receive a disability benefit under the Plan. The Plan Administrator may rely on any one or combination of the following in determining your eligibility for a disability retirement under the Plan:

- (1) medical reports submitted by you or on your behalf;
- (2) the written certification of a qualified physician that such disability will be permanent and continuous for the remainder of your life; and
- (3) medical reports prepared by a qualified independent physician retained by the Plan Administrator to review your application.

The above sources of information are not conclusive proof of disability but merely factors to be considered, and the Plan Administrator retains full discretion to make disability determinations under the Plan.

### **When will my disability benefit payments begin?**

Your disability pension will begin within 60 days after the valuation date coincident with or next following the meeting of all the requirements indicated above, unless you elect to commence payout of your disability pension earlier in which case your benefit will be determined using your account balance as valued under the most recent valuation.

### **How will my disability retirement pension be calculated?**

The amount of your disability pension will be your account balance or any actuarially equivalent annuity purchased using your account balance.

**How will my disability pension be paid?**

The normal form of benefit if you are married, is a 50% joint and survivor annuity with your spouse designated as the beneficiary. If you are single, the normal form of benefit is a single life annuity. However, there are additional optional forms of benefit, including a single sum payment.

**What happens to my credited service if I am unable to work due to a disability?**

If you are disabled and receiving a disability pension, the time you are not at work is not counted as credited service. However, this time away from work will not cause a break in service.

**If I return to work from a disability, when will I be eligible to participate in the Plan again?**

You will begin to participate immediately following your return to work.

**Does receipt of a disability pension under the Plan guarantee my employment?**

This feature of the Plan for disabled individuals does not guarantee or result in any employment rights. It is important to remember that your employer may have valid business reasons for terminating your employment if you become disabled.

## ***DEATH BENEFITS***

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### **Will the Plan provide a benefit if I should die while actively at work but before I retire?**

Yes. If you die while still employed, the full amount credited to your account will be paid as a single life annuity to your spouse, if you are married, or as a single life annuity to your named beneficiary, if you are single, unless your spouse or beneficiary elect otherwise.

### **If I am married, may I name someone other than my spouse as my beneficiary?**

Yes, you may designate someone other than your spouse as your beneficiary but only if your spouse agrees in writing. The Contract Administrator can provide you with the proper forms for this purpose.

### **Who will receive my benefit if I have not named a beneficiary?**

Your benefit would be paid to your contingent beneficiary. If you did not name a contingent beneficiary, payment will be made to the first surviving person in the following order:

- your spouse;
- your children;
- your parents;
- your brothers and/or sisters;
- the executor or administrator of your estate.

Please see the discussion regarding normal forms of benefit under the section entitled “Distribution Information” for a discussion regarding death benefits, payable after you have retired.

## ***DISTRIBUTION INFORMATION***

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Benefits from the Plan become payable in several ways. This section will assist you in understanding the events that may make you eligible to receive a distribution from the Plan and the various forms of benefit available.

***NOTE: ALWAYS SEEK THE ADVICE OF A QUALIFIED TAX PROFESSIONAL BEFORE MAKING A DECISION REGARDING YOUR DISTRIBUTION.***

### **What events may cause me to receive my benefits from the Plan?**

You may receive a distribution from the Plan if you retire, die, terminate your employment, become disabled or in the event the Plan is terminated. In certain cases, you may also receive benefits upon your attainment of age 70½.

### **What events may cause my beneficiaries to receive benefits from the Plan?**

Your beneficiaries may receive a distribution from the Plan in the event of your death. Benefits also will be paid if a Qualified Domestic Relations Order (QDRO) exists that requires part of your benefit to be paid to an alternate payee (usually a former spouse).

### **How will I receive my retirement benefit?**

Your benefit will be paid in one of the following forms:

- 50% joint and survivor annuity;
- single life annuity with 36 monthly payments guaranteed;
- single life annuity with 120 monthly payments guaranteed; or
- single lump sum payment.

In order to receive your benefit you must choose how you would like to receive it on forms provided to you by the Contract Administrator. If you do not make a choice in writing, your benefits will be paid to you in a 50% joint and survivor annuity (if you are married) or in a single life annuity with 36 monthly payments guaranteed (if you are unmarried).

### **What are the normal forms of benefit?**

If you are married on the date your benefit payments are to begin, your benefits will be paid in the form of a 50% joint and survivor annuity, unless you make another choice in writing and your spouse consents to such choice in writing. A 50% joint and survivor annuity will pay a benefit for as long as you live. If you are survived by your spouse, your spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the monthly benefit you were receiving at the time of your death.

If you are not married on the date your benefits are to begin, you will receive a single life annuity that provides equal monthly payments for your life with 36 monthly payments guaranteed. If

you should die before benefits have been paid for 36 months, the balance of the 36 monthly payments would be paid in a lump sum to your designated beneficiary.

### **May I waive the normal forms of payment?**

You may elect to waive these normal forms of payment, subject to the following rules:

- If you are married, you may waive the joint and survivor annuity only if your spouse irrevocably consents in writing to the waiver. Your spouse's signature must be witnessed by a notary public. You may revoke any waiver prior to the time benefit payments begin. The Board of Trustees or the Contract Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must inform the Board of Trustees or the Contract Administrator immediately of any change in your marital status.
- If you and your spouse elect not to receive the joint and survivor annuity, or if you are not married when your benefits are scheduled to begin and you elect in writing not to receive the single life annuity, you can elect an optional form of payment.

### **What optional forms of benefit may I choose?**

With your spouse's consent you may choose the single life annuity described above or one of the following optional forms of benefit:

- **Ten-year certain single life annuity.** Provides equal monthly payments for your life. If you die before receiving 120 payments, the adjusted benefit shall continue for the remaining 120 payments to your beneficiary.
- **Single lump sum payment.** Provides a one time lump sum payment of your entire account balance to you or to your designated beneficiary.

### **How is the Monthly Payment Amount of the annuity determined?**

If you elect to receive an annuity form of payment, the Contract Administrator will purchase an annuity contract from an insurance company or other annuity provider using your account balance. The monthly amount of your annuity payment will be determined by the insurance company or other provider using various actuarial and related factors. The amount of your annuity payments and the related death benefit, if any, will be actuarially equivalent to the lump sum value of your account balance taking into consideration the cost of providing the annuity.

### **What if the total value of my benefit is \$1,000 or less?**

If the total actuarial value of your benefit equals \$1,000 or less, you will automatically receive this benefit in the form of a single lump sum payment. No other payment option will be available.

## **How can I determine which is the best payment option for me?**

When you are about to retire, the Board of Trustees or the Contract Administrator will explain the payment options to you in detail. You will have at least 30 days, but no more than 90 days, to think about your choice. During that 90-day period you will be able to change your election if you decide you did not make the best choice initially. Once payments begin, you may not make any changes. It would be appropriate to seek the advice of a qualified tax professional before making your decision.

## **May I change my payment option once I have begun receiving my benefits?**

No. Your election is irrevocable. This means that once you begin receiving benefits in the form you have elected, neither you nor your beneficiary may change that election.

## **Who will receive my benefits if I should die before I retire?**

When you enroll in the Plan you are asked to designate your beneficiary in writing.

If you are married at the time of your death, Federal law requires that your spouse be the beneficiary of your pension benefits. You may designate someone other than your spouse only if your spouse agrees in writing. Your spouse's signature must be witnessed by a notary public.

If you are not married, you may designate anyone you choose to be your beneficiary. Your beneficiary will have the choice to be paid in the form of an annuity or cash.

For additional information, please review the Death Benefit section of this Summary Plan Description.

## **What is the latest date my benefit may be paid to me?**

Distribution of your benefits shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:

- the date on which you reach your normal retirement age;
- the date you terminated employment with your employer;
- the date you specify in your election;
- the date specified in your written application for benefits to the Board of Trustees.

## **May I delay my retirement?**

You may postpone your retirement until the first day of any month following your normal retirement date.

The retirement benefit payable if you postpone retirement beyond your normal retirement date will be computed as of your actual retirement date. You will continue to receive credited service and will not receive your benefit until you actually retire. When you actually retire, your benefit

will be based on your account balance including contributions made on your behalf until your date of retirement.

**If I am still employed at age 70½, do I have to begin receiving a distribution of my benefit?**

If you are a 5% owner of your employing company, then you must begin receiving a distribution no later than April 1 of the year following the year you turn 70½. Otherwise you may postpone payment of your benefit until the date you actually retire.

## **ADDITIONAL QUESTIONS**

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### **Who has the authority to make decisions in connection with the Plan?**

The Board of Trustees has the sole discretionary authority to interpret the written terms of the Plan and to apply them to specific situations (for example, to determine whether a person has completed the requirements for Plan participation).

### **May changes be made to the Plan?**

The Plan was established with the intent that it would continue indefinitely. However, the Board of Trustees has the right to amend or terminate this Plan at any time. If the Plan is amended, no amendment will permit any part of the Plan assets to be used for any purpose other than to provide benefits for participants or their beneficiaries. No amendment will cause any reduction in your vested accrued benefit or cause Plan assets to be returned to your employer.

If the Plan is terminated, your employer may make distributions to you in any manner allowed by the Plan.

### **May I assign or pledge my interest in the Plan?**

No benefit under the Plan may be assigned or pledged as collateral or security for a loan nor may any benefit be subject to your debts or to other legal obligations. There is an exception, however, to this rule. The Plan may be required by law to recognize obligations you incur as a result of court ordered property settlement, child support, or alimony payments. The Plan Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that provides for property settlement in connection with a divorce or separation, that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Board of Trustees, all or a portion of your benefits may be used to satisfy the obligation. The Board of Trustees will determine the validity of any domestic relations order it receives in accordance with established procedures. You may obtain a copy of these procedures at no charge from the Board of Trustees.

### **May I use the benefit I have accrued as collateral for a personal loan, such as a loan for a home or a car?**

No. Federal law prohibits such use of qualified retirement Plan benefits as collateral.

### **What is a Qualified Domestic Relations Order (QDRO)?**

A Qualified Domestic Relations Order (QDRO) is a court order that provides for the payment of alimony or child support or otherwise allocates a portion of your benefits to an alternate payee. If the Plan Administrator receives a valid Qualified Domestic Relations Order (QDRO), it will be obligated by law to comply with its terms.

**What is "uniformed service"?**

The Uniformed Services Employment and Reemployment Rights Act ("USERRA") defines uniformed service as service, voluntary or involuntary, with the Armed Services, Army National Guard, Air National Guard and the Commissioned Corps of the Public Health Service.

**What rights do I have to make up contributions if I have a period of uniformed service?**

If you leave your employer because of an obligation for uniformed service, you may receive make up accruals upon your return to employment. Credit for eligibility, vesting and service is granted retroactively to the day you left for uniformed service upon your return to employment within the time specified under the Uniformed Services Employment and Reemployment Rights Act.

**What information should I have regarding my uniformed service when I return to work?**

You will need to supply your employer a copy of your discharge orders.

**Are there limitations on my rights under the Plan?**

The Plan does not give any person the right to remain an employee of a contributing employer. It creates only those rights specifically provided in the Plan.

## **CLAIMS PROCEDURES**

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### **How may I file a claim for benefits?**

The Plan Administrator has the sole discretionary authority to interpret the written terms of the Plan document and to apply them to specific situations (for example, to determine if a person has satisfied the requirements for participation or if a participant is eligible for benefits). Benefits under the Plan will only be paid if the Plan Administrator decides, in its sole discretion, that the claimant is entitled to such benefits. If you believe you are entitled to receive a distribution of benefits under the Plan, but you do not receive all or part of these benefits, you or your beneficiary must notify the Plan Administrator in writing of a claim for unpaid benefits under the Plan. If your claim is denied, you are entitled to a full review of your claim by the Plan Administrator. The steps in the review process are outlined below.

If the Plan Administrator should deny your claim for benefits, you will normally receive written notice within 90 days (45 days in the case of claims relating to the eligibility for disability benefits under the Plan) after your completed claim is received by the Plan Administrator (or such additional period required by any special circumstances, not exceeding an additional 90 days (or up to two 30-day extensions in the case of claims relating to the eligibility for disability benefits), in which case you will be notified before the beginning of the additional period that additional time is needed). At that time, you will be provided with:

- the reasons for the denial,
- the Plan provisions on which it was based,
- a description of any additional material or information necessary for you to perfect your claim and the reason it is necessary, and
- an explanation of the Plan's claim review procedure and applicable time limits for requesting a review of the claim denial.

Within 60 days (180 days in the case of claims relating to eligibility for disability benefits) after you receive notice that your claim was denied, or after your claim is deemed to be denied, you or your authorized representative may:

- submit to the Plan Administrator a written request for a review of the denial,
- review the relevant documents, records, or other information upon request and at no charge, and
- submit any written comments, documents, records, and other information regarding your claim to the Plan Administrator.

A final and binding decision will be made within 60 days (45 days in the case of claims relating to the eligibility for disability benefits) of your appeal (or such additional period required by any special circumstances, but not more than an additional 60 days (45 days in the case of claims

relating to the eligibility for disability benefits), in which case you will be notified prior to the beginning of the extension that additional time is needed). You will receive a notification of the decision, in writing, that includes the specific reasons for it, the references to the Plan provisions on which it is based, and a statement that you may receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits and a statement of your rights under ERISA.

## **STATEMENT OF ERISA RIGHTS**

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### **What are my legal rights in the Plan?**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants 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 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.
- 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.
- 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.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

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

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

### **Assistance with Your Questions**

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

## ***GLOSSARY***

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**Accrued Benefit or Account:** The benefit earned by a participant in the Plan through participation in the Plan.

**Alternate Payee:** The person or persons who will receive payments from the Plan, as directed by a court of law, under a Qualified Domestic Relations Order (QDRO).

**Annuity:** A series of payments made for the lifetime of the participant, or in the case of a joint and surviving spouse annuity, for the lifetime of the participant and the participant's spouse.

**Beneficiary:** The person who is designated to receive the participant's benefit in the event of the participant's death.

**Death Benefits:** Payments from the Plan to a participant's Beneficiary as a result of the death of the participant.

**Employee:** An individual who receives pay for services to the employer.

**Employer:** Construction Contractors Council and any individual employer that is a party to a collective bargaining agreement with the Plasterers' Local Union No. 96.

**ERISA:** The Employee Retirement Income Security Act of 1974. This is the primary law governing the operation of qualified retirement plans.

**IRS:** Internal Revenue Service

**Joint and Survivor Annuity:** An annuity that pays benefits for the life of the participant and upon the participant's death, payments continue to the participant's spouse or beneficiary, whichever the case may be.

**Plan Administrator:** The person and/or organization responsible for the administrative duties required to maintain the Plan. The Plan Administrator is the Board of Trustees.

**Plan Year:** A twelve-month period on which the Plan's records are maintained. The plan year of this Plan is January 1 to December 31.

**Qualified Domestic Relations Order (QDRO):** A court order requiring the Plan Administrator to recognize an alternate payee's right to all or a portion of a participant's benefit (such as in the case of child support payments).

**Trustee or Board of Trustees:** The person and/or organization named by the Plan to oversee the assets of the Plan for the benefit of Plan participants.

**Vesting:** The process of acquiring full ownership of benefits accrued under the Plan by virtue of continuous employment for a specified period of time or other events specified by the Plan resulting in 100% vesting.