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**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 501 INDIVIDUAL ACCOUNT PLAN  
(SOUTHERN CALIFORNIA)**

**SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT**



**ADMINISTRATION OFFICE:**

International Union of Operating Engineers Local 501 Individual Account Plan  
BeneSys Administrators  
1050 Lakes Drive, Suite 120, West Covina, CA 91790  
P.O. Box 990, West Covina, CA 91793  
(800) 320-0106  
(626) 646-1079

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**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL 501**  
**INDIVIDUAL ACCOUNT PLAN**

**Summary Plan Description**

**June 7, 2018**

# INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 501

## INDIVIDUAL ACCOUNT PLAN

### Trust Plan Office

c/o BeneSys Administrators, Inc.

1050 Lakes Drive Suite 120, West Covina, CA 91790

Phone: (626) 646-1079 | Fax: (626) 931-1368

staff@oelocal501benefits.org | www.oelocal501benefits.org

## BOARD OF TRUSTEES

### Employer Trustees

Wilhelm Webster

Thomas Crosser

### Union Trustees

Edward Curly

Michael Narez

### Alternate Employer Trustee

Eric G. Flett

## TRUST PLAN OFFICE AND RECORDKEEPER

BeneSys Administrators

## LEGAL COUNSEL

Weinberg, Roger & Rosenfeld

## INVESTMENT CONSULTANT

Merrill Lynch

## AUDITOR

Lindquist LLP

*This Summary Plan Description (SPD) is a brief explanation of the Individual Account Plan provisions and any amendments thereto. This SPD should not be taken as an interpretation, extension, or any kind of change in the official documents governing the Plan. Your rights as an Individual Account Plan Participant are governed by the official plan document. If any part of this SPD is found to be inconsistent with the terms of the official plan document, the terms of the official plan document will govern. This SPD pertains to the benefits available to individuals who qualify for participation in the Plan.*

*No individual or person may act as an Agent for the Plan unless specifically authorized in writing by the Board of Trustees. No Employer or Union, representative of any Employer or Union, in such capacity, is authorized to interpret this Plan, and no such person may act as Agent of the Board of Trustees. Only individuals designated by the full Board of Trustees are authorized to interpret this Annuity Plan within the scope of their respective authorities. Only the Board of Trustees may give binding answers and then only if you have furnished full and accurate information concerning your situation.*

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## **SECTION 1. ELIGIBILITY AND PARTICIPATION**

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### **1.A. What type of Plan is this and how do I benefit as a Participant?**

The International Union of Operating Engineers Local 501 Individual Account Plan (hereinafter the “Plan” or “Annuity Plan”) is a Profit Sharing Plan. The purpose of the Plan is to accumulate retirement income for Participants. This Plan operates on a Plan Year, which runs from January 1 through December 31 of each year.

### **1.B. How do I become a Participant in the Annuity Plan and when do I become fully vested?**

You will become a Participant once your Employer makes a Contribution on your behalf to the Plan during any Plan Year. An Individual Account shall be established for you when the first Contribution is received.

The amount of the Contributions that must be made on your behalf are established by the applicable Collective Bargaining Agreement, Subscriber Agreement or Participation Agreement.

Once your Individual Account is opened it will be referred to as an “Individual Account” only for accounting purposes and does not provide you with any specific right, title or interest in the Plan’s assets until such time as you are eligible to begin receiving benefits from the Plan under the terms and conditions set forth in the plan documents governing the Plan. The Plan will not segregate assets into each Individual Account.

Your Individual Account is 100% vested as described more fully in Section 2.

### **1.C. When does my participation in the Annuity Plan end, and how is my Individual Account terminated?**

You will cease to be a Participant of the Plan upon receiving your full payment of the amounts from your Individual Account, (hereinafter referred to as your “Accumulated Share”) in one of the forms of benefits payable by the Plan as discussed on pages 4 and 5. Your Individual Account will be deemed terminated in the month in which payment of the Accumulated Share is made, or commenced, if on a monthly basis.

### **1.D. What happens to my Individual Account after retirement?**

No Individual Account will be established for you if:

- You are age 62 or older; or
- You have retired or have previously received full payment of your Accumulated Share; or
- You are currently receiving, payment of your Accumulated Share from the Plan.

If Contributions are made for you at a time when an Individual Account cannot be opened for you, those Contributions will be paid to you in a lump sum.

#### **1.E. Does Military Service affect my participation in the Plan?**

If you serve in Qualified Military Service (as defined by Section 414(u) of the Internal Revenue Code), then your Employer may be required to make Contributions to the Plan on your behalf within certain minimum time periods. These minimum time periods are defined by Section 414(u) of the Internal Revenue Code and other applicable federal regulations or guidance. If you believe that you are entitled to Contributions for a period of time that you served in Qualified Military Service, you should contact the Trust Plan Office.

#### **1.F. May I begin participating again if I previously terminated participation?**

If you ceased to be a Participant of the Plan for any reasons other than your retirement, or full payment of your Accumulated Share, then you may resume participation in the Plan as a Participant once an eligible Employer makes one or more Contributions to the Plan on your behalf during any Plan Year.

### **SECTION 2. OVERVIEW OF YOUR INDIVIDUAL ACCOUNT**

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#### **2.A. What is an Individual Account?**

If an Individual Account is established for you, it will be solely for the purpose of accounting for any Contributions received by the Plan on your behalf. The establishment of an Individual Account on your behalf does not give you, or others, any right, title or interest in the Plan, or its assets, or in the Individual Account, except upon the terms and conditions set forth the official documents governing the Plan.

#### **2.B. How is the balance in my Individual Account calculated?**

The Market Value of the Accumulated Share assigned to your Individual Account shall be determined as of the Plan's most recent Valuation Date. The term "Valuation Date" means March 31, June 30, September 30 or December 31, each of which is the last business day of each three-month fiscal quarter within the Fund's January 1 through December 31 Plan Year.

The Market Value of the Contributions made on your behalf shall be determined as follows:

1. The amount in your Individual Account as of the previous Valuation Date, plus;
2. Any Contributions made on your behalf since the previous Valuation Date, plus or minus;

3. A proportionate share of the investment yield earned by the Plan during the current valuation, which can be a positive or negative number; less
4. A charge for the cost of administering the Plan each Valuation period.

**2.C. If my Accumulated Share is paid to me in a lump sum, how will the total value of that lump sum be calculated?**

If your Accumulated Share will be paid in a lump sum on a date that is not one of the Plan's Valuation Dates, then the value of the Contributions assigned to your Individual Account will be equal to:

1. The total Market Value of the Contributions assigned to your Individual Account, as of the Plan's most recent Valuation Date, plus;
2. Any Contributions received since the last Valuation Date.

**Calculation of Lump Sum Distribution Amounts.** If you qualify for a lump sum distribution, and the Market Value of your Individual Account has not been determined as of the Valuation Date coinciding with or immediately preceding the date the lump sum distribution must be paid to you, the Plan will pay you 85% of the Market Value of your Individual Account determined as of the most recent Valuation Date prior thereto. The Plan will pay you any remaining Accumulated Share of your Individual Account once it has been determined the Market Value of the Accumulated Share following the subsequent Valuation Date.

**2.D. How are the Assets in my Individual Account invested?**

The Board of Trustees, with the assistance of an Investment Consultant, will invest the assets in each Individual Account.

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**SECTION 3: RECEIVING DISTRIBUTIONS FROM THE INDIVIDUAL ACCOUNT**

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**3.A. When will I become eligible to receive a distribution from my Individual Account?**

**Benefit Payments Generally:** Your benefit commencement date will be the date that is as soon as administratively feasible after the date that you become entitled to benefits as provided in this Section 3. Unless you elect to defer payment, benefits will be disbursed to you no later than the sixtieth (60th) day after the end of the Plan Year in which the latest of the following events occur:

1. You attain Normal Retirement Age;
2. The tenth (10th) anniversary of the year in which you commenced participation in the Plan; or
3. You terminate service with the Employer.

Before your benefit commencement date, you will be given notice of your right to defer your benefit commencement date and will be provided a general description of the material features and relative values of the alternative forms of benefit available under the Plan.

**Payments at Retirement:** You may apply to receive benefits in one of the available forms of benefits provided by the Plan once you attain age 62, provided that no Contributions have been made to the Plan on your behalf for at least three (3) consecutive calendar months prior to the date your first benefit payment is made to you.

**Payments Prior to Reaching Retirement Age:** You may apply to receive benefits without regard to your age, but only if you meet one of the following:

1. You have separated from service and there have been no Contributions paid to the Plan on your behalf for twenty four (24) consecutive calendar months, or;
2. You provide the Plan with proof that you are entitled to a Social Security Disability Benefit under Title II of the Social Security Act, or;
3. You commence receiving a pension from the Central Pension Plan of the International Union of Operating Engineers and Participating Employers.

### **3.B. How do I apply for benefits?**

You must apply for benefits using specific forms provided to you by the Trust Plan Office. See page 12 for the Trust Plan Office's contact information.

### **3.C. How will the Accumulated Share in my Individual Account be paid to me?**

Upon your retirement, or upon the termination of your participation in the Plan (including upon your death) the Accumulated Share of your Individual Account will be paid to you in one of the following forms:

**Age 55 and older:** If you are at least 55 years of age when your Accumulated Share becomes payable, it will be paid to you in one of the following ways:

1. Single Life Annuity (unmarried participants only)
2. Qualified Joint and Survivor Annuity (married participants only)
3. Lump Sum (unmarried or married participants)

Or, a combination of:

4. Lump Sum and Single Life Annuity (unmarried participants)
5. Lump Sum and Qualified Joint and Survivor Annuity (married participants)

**Age 54 and younger:** If you are under age 55 years of age when your Accumulated Share becomes payable, you may receive your benefit in any of the forms above (as applicable, depending on your marital status). However, if you elect to receive either a Single Life

Annuity or Qualified Joint and Survivor Annuity, your benefits cannot commence any earlier than age 55 and must commence no later than age 65.

If you are married at the time you apply for benefits, the standard form of benefit payable to you will be a 50% Qualified Joint and Survivor Annuity, unless you elect to waive this form of payment and your Spouse consents to this election in writing. The Plan also provides you with the option of electing a 75% Joint and Survivor Annuity. Regardless of which option you select, the Plan will provide you with detailed information at the time you apply for your benefits.

If you are not married at the time you apply for benefits, you will receive payment in the form of a single life annuity, unless you elect another form of payment.

If the Market Value of the Accumulated Share in your Individual Account is less than \$5,000, your Accumulated Share shall be paid only as a lump sum.

All benefits will be paid subject to any Qualified Domestic Relations Order received by the Plan (see pages 7 and 8 for more information).

### **3.D. Does this Plan allow me to elect a qualified roll-over distribution?**

You may elect to roll-over the value of your Accumulated Share into another eligible retirement plan in accordance with procedures established by the Trust Plan Office. Contact the Trust Plan Office for more information on how to request a qualified roll-over distribution.

### **3.E. May I leave the money in my Individual Account?**

You are not required to receive a distribution of the Accumulated Share in your Individual Account until the earlier of:

1. The date upon which the Plan determines an Involuntary Distribution is required to be made on your behalf, or;
2. April 1 following the Plan Year in which you attain the age seventy and one-half (70 ½), even if you continue to work past age seventy and one-half (70 ½).

If you elect to leave your account with the Plan, the Trust Plan Office can provide you with additional information as to how the Plan's operating expenses may affect your account. If you wish to avoid incurring the operating expenses of the Plan, your Accumulated Share can be rolled into an IRA or other qualified retirement plan. To keep your account active, you must keep the Trust Plan Office informed of your current address. However, under the IRS rules that govern the Plan, neither you nor your Spouse are allowed to leave your entire account balance in your Individual Account for an indefinite period of time after you have reached your Required Beginning Date (RBD). Your RBD is April 1<sup>st</sup> of the year following the year you reach age 70 ½. On that date, you must begin to receive distributions from your Individual Account in an

amount determined by the IRS Minimum Required Distribution rules. Contact the Trust Plan Office for more information.

**3.F. What happens if I start working again after withdrawing money from my Individual Account?**

If your Individual Account was withdrawn for purposes other than your retirement, and you return to work in Covered Employment, a new Individual Account will be established for you if you are age 62 or younger, and only once the Plan receives Contributions from your new Employer. Covered Employment means any work that you perform for an Employer that is required to make contributions to this Plan based on the terms of a Collective Bargaining Agreement, Subscriber Agreement or Participation Agreement.

**3.H. Do I have to pay taxes on the money in my Individual Account?**

The Contributions and investment earnings credited to your Individual Account will not be considered taxable income while you work and participate in the Annuity Plan. Your benefits will become taxable upon the date you begin to receive payment of any portion of your Individual Account balance. The form of payment you elect will determine if taxes are due. For example, tax liability may be postponed if you roll your Individual Account balance over into an individual retirement account (otherwise known as an IRA).

If you elect to receive your benefit in a lump sum payment, the federal government requires a withholding tax of twenty percent (20%) to be deducted from the lump-sum payment. This withholding tax may be avoidable if the Trust Plan Office makes a direct transfer of your Individual Account balance to an IRA or another tax-qualified pension/annuity plan.

There may be significant tax consequences associated with payments made to you from your Individual Account. You should not rely solely on the information contained in this document. You should consult with a competent Tax Advisor before taking any money out of your Individual Account to determine if you will have to pay taxes. Under most circumstances you will have to pay an additional tax penalty if you make an early withdrawal from your Individual Account Balance.

**3.I. Can I withdraw or borrow money from my Individual Account?**

No. There are no Plan provisions that permit loans or hardship withdrawals from your Individual Account.

## **SECTION 4. FORFEITURE OF BENEFITS**

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### **4.A. Must I do anything to ensure the Accumulated Share in my Individual Account is never forfeited?**

The Accumulated Share in your Individual Account may be forfeited if all of the following occur:

1. You become vested, and
2. No Contributions are made to the Plan on your behalf for a period of six years, and
3. The Plan does not receive any communication from you during this six year period and/or
4. The Plan is unable to locate you at the time your benefits must be paid to you (e.g. when you reach your RBD. See page 5 for more information on when benefits must commence.

The Plan will make all reasonable attempts to communicate with you before declaring that your benefit has been forfeited. However, if the Plan is unable to establish contact with you, the Plan may deem the Accumulated Share in your Individual Account to be forfeited for the purpose of reducing the administrative expenses of the Plan.

### **4.B. If my Individual Account is forfeited, may I request that it be reinstated?**

If your Individual Account has been forfeited, you must contact with the Plan and request that it be reinstated. Upon receiving your request, the Plan will calculate the Market Value of the Accumulated Share assigned to your Individual Account in effect at the time the forfeiture was declared. This amount, as calculated by the Plan, shall be reinstated plus any addition to any accumulated interest. The Plan will deduct applicable expenses from this amount as determined by an applicable expense rate associated with the years during which your Individual Account was deemed forfeited. All calculations will be performed so as to ensure that the Market Value of the Accumulated Share in your Individual Account is reasonably equivalent to what it would have been had the forfeiture not occurred.

## **SECTION 5. PAYMENT OF BENEFITS FOLLOWING DIVORCE**

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### **5.A. How will my benefits be affected if I become divorced before I retire?**

The form of benefit payable to you will be determined in accordance with the procedures described in Section 3.C. However, if you become divorced, the benefits you earned while you were married **may** be divided as part of your divorce proceeding and under the terms of your marital settlement agreement. Dividing your benefits with a former Spouse requires a special

court order referred to as a Qualified Domestic Relations Order (QDRO). If you have questions concerning your benefits and how your divorce may affect those benefits you should contact the Trust Plan Office and request the Plan's QDRO materials and procedures.

If you and your prior Spouse provided the Plan with a valid waiver of the 50% Qualified Joint and Survivor Annuity, and you subsequently become divorced before your benefits commence, the prior waiver will be deemed void after you provide documents to the Plan proving that you have been awarded a divorce.

If you remarry prior to the date upon which benefits become payable to you under the Plan, you will automatically be paid the 50% Qualified Joint and Survivor Annuity form of benefit unless you and your new Spouse provide the Plan with a new waiver of the 50% Qualified Joint and Survivor Annuity (or waiver of the Qualified Pre-retirement Survivor Annuity).

#### **5.B. How will my benefits be affected if I become divorced after I retire?**

If you are divorced after you commence benefits under the Plan, there will be no change in the form of benefit payable to you. However, the amount payable to you may change required by any Qualified Domestic Relations Order received and approved by the Plan.

#### **5.C. What is a Qualified Domestic Relations Order, and when is one required?**

A Qualified Domestic Relations Order is a court order which awards some or all of the Accumulated Share in your Individual Account to someone who qualifies as an "Alternate Payee." An Alternate Payee may only be one or more of the following:

1. Your Spouse
2. Your former spouse
3. One or more of your children and/or any of your dependent(s).

A Qualified Domestic Relations Order is only valid if it meets the Plan's procedural requirements as well as legal restrictions and requirements set out in ERISA.

Contact the Trust Plan Office to receive a copy of the Plan's procedures for obtaining a Qualified Domestic Relations Order.

### **SECTION 6. PAYMENT OF BENEFITS FOLLOWING YOUR DEATH**

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If you die before receiving the amount in your Individual Account, your Spouse may elect to receive the amount in your Individual Account in the form of a lifetime annuity, a lump sum, or a combination of an annuity and a lump sum.

If your surviving Spouse elects the lump sum option, your Spouse may have that amount paid directly to her or to an eligible retirement plan as a direct rollover. If either you or your Spouse

have questions concerning the payment options, please refer to the Plan Rules and Regulations or contact the Trust Plan Office.

If you have no surviving Spouse, or if your Spouse has waived the right to payment of your Individual Account, it will be paid to your Designated Beneficiary.

If there is no Designated Beneficiary, then the Accumulated Value of your Individual Account will be paid in the following preference order, as determined at the sole discretion of the Board of Trustees:

1. Your surviving Spouse.
2. Your surviving children in equal shares.
3. Your surviving parents in equal shares.
4. Your surviving siblings (brothers and sisters) in equal shares.

If you leave no surviving Designated Beneficiary and there is no surviving Spouse, child, parent or siblings (brothers and sisters), then your benefit will be distributed to your estate.

The Board of Trustees reserves the right to determine, at its sole discretion, how payment should be made by the Plan in the event there are conflicting claims or unclear instructions as how to the Accumulated Share in your Individual Account should be paid upon your death. The Board of Trustees may elect to fully discharge their responsibilities by paying the Accumulated Share of your Individual Account to a court of competent jurisdiction, or pursuant to a court's Qualified Domestic Relations Order, as provided in applicable federal law.

## **SECTION 7. HOW TO APPLY FOR BENEFITS**

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You must submit an application for benefits to the Plan using specific forms provided to you by the Plan. You must carefully follow all instructions provided by the Plan. This requirement also applies to anyone who wishes to receive benefits on your behalf (i.e. Spouse, Designated Beneficiary, etc.).

Benefits will only be approved once the Board of Trustees have determined that all requirements of the Plan have been satisfied and that all necessary information, documentation or other proof reasonably required by the Board of Trustees has been received by the Plan such that the Board of Trustees are able to render a determination with respect to any matter concerning your Individual Account.

The Plan will withhold the payment of benefits if any person fails to furnish any required information or proof in a prompt, accurate and complete manner. The Plan also has the right to withhold benefits from any person if it is determined that any information or proof provided to the plan is false or fraudulent. The Board of Trustees is entitled to recover any erroneous benefit payments made in reliance upon any such false or fraudulent information.

## **SECTION 8. CLAIMS & APPEALS PROCEDURES**

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You, your Spouse, Designated beneficiary and any other person(s) who request a benefit from this Plan are known, individually and collectively, as the “Claimant.” No Claimant has an absolute right or claim to benefits under this Plan, except as set forth in the document governing the Plan. The Board of Trustees have sole discretion to determine any matter pertaining to a Claimant’s request for benefit, including but not limited to, questions concerning eligibility, benefit type, benefit amount or the duration over which benefits are payable. Any dispute about these matters shall be resolved by the Board of Trustees pursuant to the rules described in the documents governing the Plan. Any decision rendered by the Board of Trustees (and/or its designee) shall be final and binding upon the Claimant and all other persons, subject to applicable federal law.

The Claimant will be notified in writing if a claim benefits under this Plan is denied, either in whole or in part. The Plan will provide the Claimant with notice of the denial no later than the ninetieth (90<sup>th</sup>) day after the Plan receives an application for benefits. Under certain circumstances, the Plan may require an extension of time in which to render a decision on an application for benefits. The Plan will provide the Claimant with notice of any need for an extension before the expiration of the initial 90-day period. The notice will describe the special circumstances that exist and the date by which a final decision is expected to be rendered.

### **8.A. What can I do if my initial claim for benefits is denied?**

If a claim is denied, the Plan will provide the Claimant with a written notice of the claim denial, setting forth:

1. The specific reason or reasons for the denial;
2. Specific reference to any applicable Plan provisions on which the denial is based;
3. A description of any additional material or information that must be received before the claim may be approved, and an explanation as to why additional material or information is required; and
4. Appropriate information as to the steps that must be taken if the claimant wishes to submit his/her claim for review.

Any Claimant may appeal a claim denial. The appeal must be submitted to the Plan in writing no less than sixty (60) days after the Claimant receives written notice of the claim denial. The failure to file a written appeal within this sixty (60) day period, or the failure to appear and/or participate in hearings associated with the appeal will constitute a waiver of the claimant’s right to review of the denial.

Each Claimant’s appeal must be submitted by the Claimant and/or the Claimant’s authorized representative and it must provide a clear and concise statement of the reason(s) as to why the Claimant disputes the claim denial. The written appeal must be accompanied by any pertinent

documents that the Claimant believes are relevant to his/her claim for benefits, provided that such documents have not already been provided to the Plan. The Board of Trustees will permit the Claimant to amend or supplement a written appeal, if the Claimant can show good cause as to why the amended or supplemented material was not provided with the initial written appeal.

The Plan may grant the Claimant a hearing on the appeal before a hearing panel consisting of at least one (1) Employer Trustee, and one (1) Union Trustee. The panel will receive and hear any evidence or argument which could not otherwise be presented through written correspondence.

The Board of Trustees will make a decision on the Claimant's written appeal of promptly, but no less than sixty (60) days after the written appeal is received by the Plan. Under certain circumstances, the Plan may require an extension of time in which to render a decision on the appeal. The Plan will provide the Claimant with notice of any need for an extension before the expiration of the initial 60-day period. The notice will describe the special circumstances that exist and confirm that the decision will be rendered as soon as possible, but not later than 120 days after receipt of the written appeal.

The Plan will provide the Claimant with written notice of the Board of Trustees' decision on the appeal. The decision will include specific reasons for the decision along with specific references to the pertinent Plan provisions on which the decision is based.

The decision of the Board of Trustees with respect to any claim appeal shall constitute a final and binding decision on behalf of the full Board of Trustees. This determination shall be final and binding upon all parties, including the Claimant and any person associated with the Claimant. The provisions of this section apply to, and include any and every claim to benefits under this Plan, and any claim or right asserted under the documents governing the Plan, without regard to the basis upon which the claim is asserted and/or without regard to the act or omission by the Claimant or the Plan, upon which the denial is based.

No legal action may be commenced or maintained against the Pension Plan, the Board of Trustees or Trust Plan more than one year after the Claimant has received written notice of the final and binding decision to deny the claim.

## **SECTION 9. INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) OF 1974**

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**Name of Plan:** International Union of Operating Engineers Local 501 Individual Account Plan Trust Fund.

**Type of Plan:** This is a profit sharing plan as defined under the Employee Retirement Income Security Act (ERISA).

**Plan Administrator:** This Plan is administered by a Board of Trustees, consisting of an equal number of Employee and Employer representatives. Details are as follows:

**Name:** Board of Trustees

**Address:** P.O. Box 990, West Covina, California 91793

**Telephone Number:** (626) 646-1079

**EIN:** 81-5319756

**Plan Number:** 001

The day to day administration of the Trust is handled by BeneSys Administrators located at 1050 Lakes Dr., Suite 120, West Covina, California 91790. The Board of Trustees employs other service providers such as Consultant, Attorneys, Accountants, etc. All benefits are provided directly by the Plan.

**Employer Trustees**

Will Webster  
ABM Onsite Services  
1150 S. Olive Street, Floor 19  
Los Angeles, California 90015

Thomas Crosser  
Cushman & Wakefield  
3760 Convoy Street, Suite 220  
San Diego, CA 92111

**Union Trustees**

Edward Curly  
I.U.O.E. Local 501  
2405 West Third Street  
Los Angeles, California 90057

Michael Narez  
I.U.O.E. Local 501  
2405 West Third Street  
Los Angeles, California 90057

**Alternate Employer Trustee**

Eric G. Flett  
ABM Onsite Services-West, Inc.  
1150 S. Olive Street, 19th Floor  
Los Angeles, CA 90015

**Agent for Service of Legal Process:**

Barry E. Osharow, Plan Manager  
BeneSys Administrators  
P.O. Box 990  
West Covina, CA 91793

**Collective Bargaining Agreements:**

This Plan operates in accordance with Collective Bargaining Agreements, Subscriber Agreements and/or Participation Agreements entered into by various Employers and the

International Union of Operating Engineers, Local 501. The Collective Bargaining, Subscriber Agreement and/or Participation Agreement require Contributions by Employers at fixed rates per hour. Employees make no Contributions.

The Plan will provide any Participant or Beneficiary, upon written request, information as to whether a particular Employer contributes to this Plan with respect to the work of a Participant and, if the Employer is a contributor, the Employer's address.

Agreements do not require Individual Employers to make payments or Contributions to the cost of operating the Plan or the Annuity Plan, except as may be provided for in Collective Bargaining Agreements, subscriber agreements, or the trust agreement.

**Plan Year:** January 1 through December 31

**Fiscal Year:** The Plan's fiscal year is the 12-month period ending each December 31.

### **What Are My Legal Rights Under ERISA?**

As a Participant in the Annuity Plan, you are entitled to certain rights and protections under Federal Law via the Employee Retirement Income Security Act of 1974 (ERISA). ERISA entitles all Annuity Plan Participants to certain rights, as outlined here.

**Information About My Annuity Plan And Benefits.** You have the right to:

1. Examine, without charge, at the Trust Plan Office and at other specified locations such as worksites and Union halls, all documents governing the Annuity Plan, including insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 series) filed by the Annuity Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
2. Obtain, upon written request to the Trust Plan Office, copies of documents governing the operation of the Annuity Plan, including insurance contracts, Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 series) and updated Summary Annuity Plan Description (there may be a reasonable charge for the copies).
3. Receive a summary of the Annuity Plan's annual financial report, which the Trust Plan Office is required by law to furnish each Participant.
4. Obtain a statement telling you whether you have a right to receive an annuity at your normal retirement date and, if so, what your benefits would be at your normal retirement date if you stopped working under the Annuity Plan now. If you do not have the right to an annuity, the statement will tell you how many more years you have to work to earn

one. This statement must be requested in writing and may not be provided more than once every 12 months. The Annuity Plan must provide the statement free of charge.

### **Prudent Actions By Annuity Plan Fiduciaries**

In addition to creating rights for Annuity Plan Participants, ERISA imposes duties upon the people responsible for operating of an Annuity Plan. Called Annuity Plan fiduciaries, they have a duty to do so prudently and in the interest of you and other Annuity Plan Participants and Beneficiaries. No one, including your Employer, any other person, or your Union, may fire you or otherwise discriminate against you in any way to prevent you from obtaining an annuity benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for an annuity benefit is denied or ignored, in whole or in part, you have the right to learn 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, you can take steps to enforce the above rights. For instance, if you request a copy of the Annuity Plan documents or the latest annual report from the Annuity Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Board of Trustees through the Trust Plan Office to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees. If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Annuity Plan's claims and appeals procedures. In addition, if you disagree with the Annuity Plan's decision or lack thereof concerning the qualified status of a domestic relations order (i.e., QDRO), you may file suit in federal court.

If Annuity Plan fiduciaries misuse the Annuity 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 file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (if, for example, it finds your claim to be frivolous).

### **Assistance with Your Questions**

If you have any questions about your Annuity Plan, you should contact the Trust Plan Office at (626) 646-1079. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Trust Plan Office, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the national office as follows:

National Office  
Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor   
200 Constitution Avenue, NW  
Washington, DC 20210 866-444-3272

For more information about your rights and responsibilities under ERISA, visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## **SECTION 10. MISCELLANEOUS**

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### ***Discretionary Authority of the Board of Trustees***

The Board of Trustees shall be the sole judges of the standard of proof required in any case. The Board of Trustees shall have absolute discretionary authority in the application and interpretation of any of the provisions of this Plan, making factual determinations, and resolving disputes. The decision of the Board of Trustees shall be final and binding on all parties, including Employers, the Union, Employees, Participants and Beneficiaries, subject to applicable federal law.

### ***Mental and/or Physical Incapacity:***

Any benefit due to a Participant or Beneficiary may be paid to a legal guardian or legal representative of the Participant or Beneficiary only if the Board of Trustees has determined that the Participant or Beneficiary is unable to care for his/her personal affairs due to mental or physical incapacity. In such case, any benefit paid to the legal guardian or legal representative from the Plan must be used solely for the maintenance and support of the incapacitated Participant or Beneficiary.

### ***Assignment of Benefits is Prohibited***

No Participant or Beneficiary has the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any payments from this Plan. No benefit payments made by this Plan will be subject to legal process, execution of levy, attachment or garnishment proceedings. Benefit payments made by this Plan are not subject to the jurisdiction of any bankruptcy court, insolvency proceeding by operation of law or otherwise. Any purported assignment of benefits shall be void and will have no effect on the Plan, whatsoever. The Board of Trustees has the unilateral right to terminate any payments payable to any person under any purported assignment, alienation or transfer.

### ***Amendment of Plan***

The Board of Trustees may amend or modify the Plan at any time in accordance with the Trust Agreement and subject to applicable federal law. No such amendment or modification may reduce any accrued or vested benefits unless a reduction is otherwise permitted by relevant provisions of the Internal Revenue Code and the terms of the official documents governing the Plan.

### ***Termination of Plan***

First, there is no intent to terminate the Annuity Plan. Few retirement plans are ever terminated. However, future changes in the law or economic conditions could affect the ability of the Board of Trustees to continue the Plan. If the Plan were to terminate, the balance of Plan assets, after expenses and payment of Individual Accounts previously approved will be distributed to Participants, with each Participant receiving a share of the remaining assets in proportion that his Individual Account bears to the total of all Participants' Individual Accounts. No portion of the assets will be returned to any Employer or inure to the benefit of any Employer or the Union.