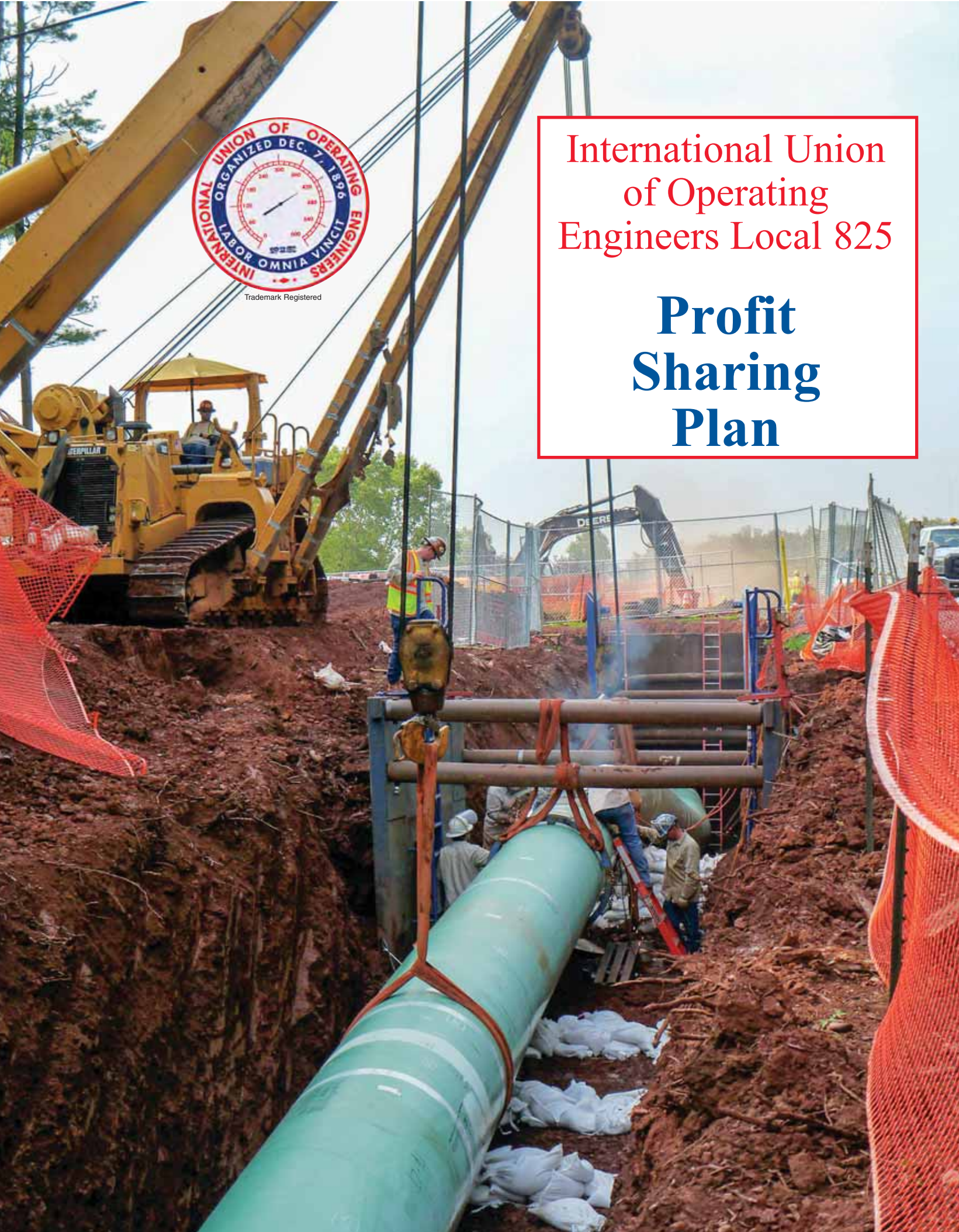




Trademark Registered

International Union  
of Operating  
Engineers Local 825

# Profit Sharing Plan



## Using This Summary Plan Description

Definitions of words or phrases that appear bolded and italicized (e.g., ***Plan***) can be found in the Glossary at the end of this booklet. Following the Glossary, you will find an Index containing IRS terms and acronyms that you may have encountered. These terms are also bolded and italicized throughout the text.

Remember that the information in this booklet is only an overview of the important provisions of your ***Plan***. Every effort has been made to accurately describe the ***Plan*** provisions that are contained in the ***Plan*** document. If there is a difference between this booklet and the ***Plan*** document, the ***Plan*** document will govern. You can review the ***Plan*** in the ***Plan Administrator's*** office during regular business hours if you have any questions this booklet doesn't answer. If you want your own copy of the ***Plan***, please write your ***Plan Administrator***. There may be a small charge for reproduction.

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## International Union of Operating Engineers Local 825 Profit Sharing Plan Highlights and General Information

Below are the highlights and some general information about the *Plan*.

**Plan Name:** The International Union of Operating Engineers Local 825 Profit Sharing Plan.

**Effective Date:** The International Union of Operating Engineers Local 825 Profit Sharing Plan was originally effective on July 1, 1984. This booklet describes the Plan as amended through June 30, 2019.

**Type of Plan:** The *Plan* is a ***defined contribution plan***. Effective July 1, 2013, the *Plan* is a ***profit sharing plan***.

**Plan Year:** The *Plan Year* is the 12-month period beginning on July 1 and each anniversary thereof. Records for the *Plan* are kept on a *Plan Year* basis.

**Plan Sponsor:** Board of Trustees  
International Union of Operating Engineers Local 825 Profit Sharing Plan  
65 Springfield Avenue, Second Floor  
Springfield, NJ 07081

Employer Identification Number: 22-2507282  
Plan Number: 002

**Plan Administrator:** The Board of Trustees and/or their designee will serve as the *Plan Administrator*. You may contact your *Plan Administrator* at:  
65 Springfield Avenue, Second Floor  
Springfield, NJ 07081  
Telephone: (973) 671-6800

**Eligibility Requirements:**

- You must be a ***member*** or ***employee*** working in ***covered employment***; and,
- You must complete one ***hour of service***

**Employer Contributions:**

- ***Contributions*** – your employer will contribute to the *Plan* on your behalf as specified in the ***collective bargaining agreement*** or a participation agreement under which you are covered.
- ***Participants*** and ***beneficiaries***, upon written request to the *Plan Administrator*, are entitled to receive information as to whether a particular employer is a ***contributing employer*** and, if so, the employer's address.

**Your Contributions:**

- ***Rollover contributions*** -- funds transferred to your ***account*** directly or indirectly from another ***eligible retirement plan*** or ***Individual Retirement Account***.
-

**Vesting:**

- 100% immediate vesting for all contributions made to your **account**

**To Make Changes to Your Account:**

- Call the **Interactive Voice Response service (IVR)** at 877.PRU.2100 (877.778.2100)
- Access the **Prudential Retirement® Online Retirement Center** internet website at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement)

**Taking Money Out of Your Account:**

- **Loans**
- **Distributions:**
  - Termination
  - Retirement
  - Disability
  - Death (payment made to your **beneficiary(ies)**)

Note: There may be limits and tax liabilities on **Plan** payments; please see your **Plan Administrator** for details.

**Payment Options:**

- Single sum payment
- Installments
- **Annuities**
- Rollover out of the **Plan**
- Any combination of the above

**Trustees:**

Board of Trustees  
International Union of Operating Engineers Local 825 Profit Sharing Plan  
65 Springfield Avenue  
Second Floor  
Springfield, NJ 07081

**Employer Trustees**

Ross J. Pepe  
Arthur B. Corwin  
John F. Daly  
Jack Kocsis, Jr.

**Union Trustees**

Gregory Lalevee  
Joseph A. Grace, Jr.  
James McGowan  
John Wood

**Agent for Legal Process:**

The Board of Trustees is designated to receive any summons or legal notice informing the **Plan** of a legal action in which it may be involved.

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## 1. Introduction

### How the International Union of Operating Engineers Local 825 Profit Sharing Plan Works

The *Plan* provides you with a retirement benefit based upon contributions by **contributing employers** to the *Plan* on your behalf. There are some limits to these contributions, which you will find explained in detail in Section 3, **Plan Contributions**.

Your contributions are held for you in your individual **account** until they are distributed as provided under the *Plan*. You control your **account** and may change the way your money is invested.

## 2. Eligibility

You are eligible to participate in the *Plan* if:

- you are a **member** covered by a **collective bargaining agreement** between a **contributing employer** and the *Union* or you are working in **covered employment**; and,
- the **collective bargaining agreement** requires contributions on your behalf to the *Plan*; and,
- you complete one **hour of service**.

You are also eligible to participate in the *Plan* if:

- your **contributing employer** has entered into a participation agreement with the **Trustees**;
- the participation agreement requires contributions on your behalf to the *Plan*; and
- you complete one **hour of service**.

The Operating Engineers Local 825, the Operating Engineers Local 825 Apprenticeship Training and Retraining Fund, the Operating Engineers Local 825 Benefit Funds, and the Operating Engineers Local 825 Labor Management Fund have entered into participation agreements with the Trustees under which contributions are made for eligible employees.

Owner-Operators who have signed a collective bargaining agreement and who are primarily engaged in performing bargaining unit work are also eligible to participate in the *Plan*. Additionally, effective July 1, 2015, **bargaining unit alumni** are eligible to participate in the *Plan*.

You will continue to participate in the *Plan* until the earliest of:

- the date you retire on or after **early retirement date**,
- the date you retire on or after **normal retirement date**,
- the date you retire because of a **total and permanent disability**,
- the date you die, or
- six consecutive months from your last day of work in the industry within the jurisdiction of Local 825 for a **contributing employer** with a **collective bargaining agreement** requiring contributions to the *Plan* or six consecutive months from your last day of work for a **contributing employer** with a participation agreement requiring contributions to the *Plan*. Your participation will cease on the date immediately following the six consecutive month period.

If you cease participation in the *Plan*, as described above, and you are later reemployed by a *contributing employer*, you will recommence participation in the *Plan* beginning on the first day that your *contributing employer* is required to contribute on your behalf to the *Plan* and you complete one hour of service.

### 3. Plan Contributions

#### Employer Contributions

Your *contributing employer* will make contributions to your *account* in the amount and manner specified in the *collective bargaining agreement* between the *Union* and various employers or any other participation agreement between your *contributing employer* and the *Trustees*.

#### Rollover Contributions

Once you have become a *participant* in the *Plan*, you may make a *rollover contribution* to the *Plan*.

You may elect to rollover eligible distributions from a *qualified plan* (excluding post-tax contributions), a 403(b) annuity contract, a governmental 457(b) plan or an *individual retirement account* into your *account* under the *Plan*.

#### The Limit on Total Contributions

A limit is placed on the total amount of contributions (excluding *rollover contributions*) that are made to the *Plan* each year. This limit is the *smaller* of two amounts:

- \$56,000 (as adjusted for inflation each year); or
- 100% of your compensation (as determined under Section 415(c) of the Internal Revenue Code and accompanying regulations).

If you have any questions about these limits, contact your *Plan Administrator*.

### 4. Vesting

Vesting means that you have a right to all or a portion of the money in your *account* – a right that cannot be forfeited or otherwise taken away. This *Plan* provides for 100% immediate vesting of all contributions made to your *account*.

### 5. Obtaining Your Account Information

#### Accessing Your Account

You can use the telephone or Internet to obtain detailed information on your account, to transfer assets from one investment to another, to change the way your future contributions are invested, or to obtain general information about the *Plan*: Go to the *Prudential Retirement® Online Retirement Center* [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement) or call the *Interactive Voice Response (IVR)* service 877.PRU.2100 (877.778.2100).

Before you can use the Online Retirement Center or the IVR service, you need to create a Personal Identification Number (PIN) for yourself. The same PIN works for both the IVR and the Online Retirement Center, and you can create your PIN online or on the telephone. See Section 6, *Your Personal Identification Number*.



## Your Participant Financial Statement

Periodically you will receive a statement which summarizes all the activity in your **account**, including new contributions and loans, as well as earnings/losses on your investments.

## 6. Your Personal Identification Number

Following receipt of notice of your enrollment in the **Plan**, Prudential will send you a letter regarding registering your account via the **Prudential Retirement® Online Retirement Center** or the **Interactive Voice Response (IVR)** service.

### To Establish Your PIN Online:

Go to [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement). Select "Register Now" and follow the instructions. This will allow you to create a new User ID to use with your PIN instead of your Social Security number.

### To Establish Your PIN on the Telephone:

Call **877.PRU.2100 (877.778.2100)**. When asked for your account number, enter your Social Security number. Follow the prompts to create a new PIN. You will be asked to validate your Social Security number, date of birth and zip code to create a PIN.

Your PIN should be kept in a safe place where it can be accessed whenever you visit Prudential online or call them. Should you wish to change your PIN, or if you lose or forget your PIN, go to Prudential's website or call them and follow the prompts.

## 7. Safeguarding Your PIN

- Do not share your PIN with anyone.
- Memorize your PIN.
- If you must write it down, do not label the number as your PIN for the **Plan**.
- Do not choose a PIN that is easily guessed (e.g. your birthday).
- Do not use your PIN when someone else can see you keying it in.
- Change your PIN from time to time.
- Change your PIN immediately if you suspect it has been exposed to others or that an unauthorized person has tried to access your account.

## 8. Your Investment Options

You direct how your **account** is invested. You can choose to invest contributions in the wide variety of funds offered under your **Plan**. Each of these funds is designed with a specific investment objective. You should become familiar with each fund's investment goals and level of risk before making your investment decision.

The **Plan Administrator** is required to provide a notice at least 30 days prior to the beginning of the **Plan Year** (i.e. 30 days prior to July 1<sup>st</sup> of each year) explaining the effect of failing to direct the investment of your contributions and explaining the default investment fund (which is

discussed below). In the case of a new participant, the **Plan Administrator** is required to provide this notice to you at least 30 days prior to the initial investment of your contributions.

If you do not direct how your contributions to the **Plan** are to be invested, the contributions will be invested in the default investment fund. The default investment fund is a so-called Qualified Default Investment Alternative, as defined in section 404(c)(5) of ERISA and accompanying regulations.

In accordance with Section 9 below, you may direct that your contributions be moved out of the default investment fund to another investment fund offered under the **Plan**.

Information on the funds was included with your enrollment materials and is available through the **Interactive Voice Response Service (IVR)** or the **Prudential Retirement® Online Retirement Center**. Please contact your **Plan Administrator** if you would like further information on the funds your **Plan** offers.

## 9. Participant Investment Responsibility

The Employee Retirement Income Security Act of 1974 (“ERISA”) imposes certain duties on the parties who are responsible for the operation of the **Plan**. These parties, called **fiduciaries**, have a duty to invest **Plan** assets in a prudent manner. However, there is a special rule in **ERISA** called Section 404(c) that permits Participants to exercise control over the assets in their plan account and choose from a broad range of investment options. This **Plan** is intended to constitute a plan under Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1. Consequently, you are responsible for investment decisions relating to the investment of the assets in your **account** under the **Plan**. In addition, the **Plan’s Trustees, fiduciaries** and representatives are not liable or responsible for any losses that are the direct and necessary result of the investment instructions given by you or your representative.

If you want any additional information about any of the investment options, you may request the following information by calling the **Interactive Voice Response Service (IVR)** at 877-PRU-2100 or logging on to [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement). The following information is available upon request:

- A description of the annual operating expenses of each investment option (e.g., investment management fees, administrative fees, transaction costs) which reduce the rate of return to you, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative;
- Copies of prospectuses, financial statements and reports, plus any other relevant materials which relate to the available investment options offered under the **Plan** to the extent that such information is provided to the **Plan**;
- A list of the assets comprising the portfolio of each investment option that constitute **Plan** assets within the meaning of 29 CFR 2510.3-101, the value of each such asset (or the proportion of the investment option which it comprises) and, with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;
- Information concerning the value of shares or units of the investment options available to you under the **Plan**, as well as the past investment

performance of such investment options, determined net of expenses, on a reasonable and consistent basis; and

- Information concerning the value of shares or units in the investment options held in your individual **account**.

Although Prudential can give you information about the investment options, it cannot give you investment advice. Because you are responsible for your investment choices, please read the above-referenced literature and materials on each investment option before making any investment decisions. Remember that you will share in any losses as well as any gains of the investment options that you choose.

You will also receive quarterly benefit statements reflecting the value of your **account**, and containing the following information:

- **Account** value as of the end of the preceding calendar quarter;
- Contributions received on your behalf during the calendar quarter;
- **Distributions** made during the calendar quarter; and,
- Balance of any outstanding loan(s) from the **Plan**.

You should review your benefit statement as soon as you receive it. If there are any discrepancies between this statement and your records of employment with contributing employers (such as pay stubs), you should bring such discrepancies to the attention of the Fund Office immediately and be prepared to present your employment records. All other discrepancies regarding your benefit statement should be brought to the attention of Prudential. We also recommend that you keep a record of your quarterly benefit statements.

## 10. A Word of Caution

Please remember that any investment carries a degree of risk. The annual rate of return on your investment will depend on the investment options you choose. How the investment options have performed in the past does not guarantee that those performance results will continue in the future. Accordingly, you should evaluate the investment options available under the **Plan** in the same manner that you would evaluate any investment to determine whether you are comfortable with the investment risk and potential rewards.

## 11. Making Changes

As your personal situation changes, you may decide to change your investment choices. Your *Plan* allows you to make the changes you need by following these simple guidelines:

### **Making Changes Through the Interactive Voice Response Service (IVR) or the Prudential Retirement® Online Retirement Center - Internet Service**

The *Interactive Voice Response Service (IVR)* and the *Prudential Retirement® Online Retirement Center – Internet Service* enable you to perform certain transactions, investment transfers, and investment changes in accordance with the terms of the *Plan*. To access the *Interactive Voice Response service (IVR)*, call 877.PRU.2100 (877.778.2100). To access the Internet Service, visit [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement).

### **Transferring Funds and/or Changing Your Investment Choices**

You may change the way your future contributions are invested among your *Plan's* various investment funds. You may also transfer money already in your *account* between funds.

Under most circumstances, unrestricted transfers will be available; however, the *Plan* has the right to monitor trading activity. To that end, the *Plan* has adopted an Excessive Trading Monitoring Policy designed to protect the interests of the vast majority of *Plan participants* who are long-term investors. Market timing, which is a type of excessive trading, is the process of making frequent transfers into and out of the same fund over a short period. The *Plan* will monitor trading activity and new regulatory requirements.

Transfers do not change the way your future contributions are allocated; if you want to change the way your future contributions will be invested, you must specifically request such a change.

You will receive written confirmation of your transactions by mail.

NOTE: *Beneficiaries* and alternate payees may also have access to changing *account* balances through the same process as *participants*.

## 12. Taking Money Out of the Plan

Please read this section very carefully before deciding to take money out of your *account*. You should also review Section 13, **Tax Rules Affecting Plan Payments**.

You may receive money from your *account* in the following ways:

- *Loans*
- *Distributions*

### **Loans**

The *Plan* lets you borrow from your *vested account balance*. To apply for a *loan*, you must be a *participant*. If you are married, your spouse must consent in writing to your taking a *loan* (which consent must be witnessed by a *Plan* representative or notary public).

## Types of Loans

Financial Hardship **Loan** – To obtain approval for a **loan**, you must demonstrate to the **Plan Administrator** that you have an "immediate and heavy financial need" due to one of the following reasons:

- Illness, accident or injury to yourself or a family member for which you will not be reimbursed by insurance.
- Funeral expenses for your spouse, child, or parent which are not covered by life insurance.
- Costs directly related to the purchase of your primary residence (not including mortgage payments).
- Tuition payments, room and board expenses, and related educational fees for you, your spouse, your children, or any of your dependents for post-secondary education or for a school or institution for physically or mentally handicapped children.
- Payments needed to prevent your eviction from your principal residence or to prevent foreclosure on the mortgage on your residence.
- Any other financial hardship approved by the **Plan Administrator** on a nondiscriminatory basis.

## Limits on the Amount You May Borrow

The minimum amount you can borrow is \$500. The maximum amount you can borrow is the lesser of 50% of your entire **vested account balance** or \$50,000 minus the highest outstanding balance of your total **Plan loans** during the 12-month period ending on the day before the loan is issued.

## Applying for a Loan

To request a **loan**:

- Call the **Interactive Voice Response Service (IVR)** or access Prudential's Internet Service website located at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement);
- Experiment with different **loan** amounts and repayment terms;
- Confirm your **loan** request. *(If you change your mind about taking a **loan**, do not confirm your request.) Once a **loan** has been approved, it cannot be canceled.*

The **Plan Administrator** has the authority to set interest rates based on regulatory guidelines. Since interest rates change you should check the **Interactive Voice Response Service (IVR)** or access Prudential's Internet Service website [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement) for the current rate at the time of your **loan** application. Once your **loan** is approved, the rate will remain in effect until you repay the **loan**.

## Loan Repayment

Generally, you may take up to five years to repay a **loan** provided payments are made in equal installments no less frequently than quarterly. If you are using a loan to purchase your primary residence, you may take up to ten (10) years to repay the loan.

You must repay the **loan** by check.

While you are on an authorized unpaid leave of absence, you are not required to make **loan** payments for up to a year. In addition, your **loan** repayments will be suspended during a period of qualified military service.

Your **Plan** may allow you to prepay your **loan** balance, at any time, without penalty. When you repay the **loan**, both the principal and the interest will be reinvested in your **account**.

If you terminate employment or retire with an outstanding *loan* balance and receive a partial or full distribution of your *vested account balance*, you must repay the loan to prevent it from being reported to the IRS as ordinary income in which case you will have to pay federal and state income taxes.

If you die with an outstanding loan, the balance of the loan will be reported to the IRS as ordinary income.

### **Defaulting on a Loan**

If you do not make a payment within 90 days of the date on which a payment was originally due, your *loan* will be considered in default. If this happens:

- The full amount will be due and payable immediately.
- The outstanding balance of the *loan* will be reported to the IRS as ordinary income and you will have to pay federal and state income tax on this amount.
- Future applications you make for a *loan* will be denied until such time as the balance, plus all accrued interest, of your defaulted loan is repaid.

If you think you are in danger of defaulting on a *loan*, contact your *Plan Administrator* immediately.

### **Distributions**

You are automatically eligible to receive a *distribution* of your *vested account balance* upon your:

- Retirement
- Termination
- Disability
- Death (in which case payment will be made to your *beneficiary(ies)*).

An application for distribution must be filed with the *Plan Administrator*.

### **Normal Retirement Date**

*Normal retirement date* under this *Plan* occurs when you reach age 62 or older and cease *covered employment*. You will be eligible to receive a *distribution* when you retire from work as an operating engineer.

### **Early Retirement Date**

*Early retirement date* under this *Plan* occurs when you reach age 55 or older and cease *covered employment*. You will be eligible to receive a *distribution* when you retire from work as an operating engineer.

### **Required Beginning Date For Your Plan Distributions**

The *Plan* will automatically commence the distribution of your account if you are eligible and you have not applied for benefits from the *Plan* by April 1 of the calendar year immediately following the year in which you attain age 70 ½. However, if you are still engaged in *covered employment* on or after April 1 of the year immediately following the year in which you attain age 70 1/2, then the *Plan* will automatically commence distribution of your account on April 1 of the calendar year following the year in which you retire, become disabled, or cease active participation in the *Plan* for a period of six consecutive months. See your *Plan Administrator* for details on how these rules apply to you.

### **Termination**

If you leave employment before you are eligible to retire, you will be entitled to receive your *vested account balance* upon expiration of six consecutive months from your last day of work for a *contributing employer*.

## Total and Permanent Disability

If you experience a **total and permanent disability** while employed, you will be eligible for a distribution.

## Death

If you die before you have started to receive payment of your account, your **beneficiary(ies)** will receive the full value of your **account**. If you are married, your spouse will be the **beneficiary** of at least that portion of your account payable as a **pre-retirement survivor annuity**. This is discussed in more detail in Section 14, **Survivor Benefits**. If you die while performing qualified military service, your **beneficiary(ies)** will be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the **Plan** had you resumed covered employment with a **contributing employer** and then terminated **covered employment** with the **contributing employer** on account of death.

## Rollover Distributions of Taxable Amounts

You may defer paying tax on some taxable payments by electing a rollover **distribution**, for payments of \$200 or more, instead of a single sum payment directly to you. There are two different types of rollover **distributions**:

### Direct Rollover

In a direct rollover, all or some of the funds due to you are sent, at your election, to either an **Individual Retirement Account (IRA)** or an **eligible retirement plan**. By directly rolling over all or a portion of the taxable portion of your funds, you avoid the mandatory 20% withholding on the amount rolled over. See Section 13, **Tax Rules Affecting Plan Payments**.

If you have an outstanding **loan** and you want to rollover your entire **vested account balance** to an IRA or **eligible retirement plan**, you must repay your **loan** before taking a **distribution**.

Your payment will not be taxed until you take it out of the **IRA** or **eligible retirement plan**. Therefore, you will pay no tax on it in the current year and no income tax will be withheld from the payment.

### Indirect Rollover

In an indirect rollover, all funds are first paid to you. The **Plan Administrator** is required by law to withhold 20% of the taxable portion of your funds for income taxes.

The 20% withheld is credited to your taxes due when you file your income tax return. You may rollover the remaining 80% of the funds to an **Individual Retirement Account (IRA)** or to another **eligible retirement plan** within 60 days of the time you receive the **distribution**.

You will not be taxed on the amount rolled over until you take the money out of the **IRA** or **eligible retirement plan**.

If you wish to rollover the full 100% of the taxable portion of your payment, you will have to make up 20% of the payment from another source. If you only rollover the 80% that you actually received, you will be taxed on the 20% that was withheld but not rolled over. See Section 13, **Tax Rules Affecting Plan Payments**, for more information.

## Choosing Your Payment Options

Your *Plan* offers a number of ways for you to receive your *account* balance in addition to the rollover *distributions* described above. You will receive a notice that describes the features of the various forms of payment that are available to you. IRS rules require that you receive this notice not less than 30 days or more than 150 days before you receive a payment from the *Plan*. However, in many cases, *distributions* can take place before the end of the 30-day minimum notice period. See **Timing of Payment Options**.

If your *vested account balance*, excluding *rollover contributions*, exceeds \$5,000, you may choose one of the following optional forms of payment below:

- A single sum payment
- Installment payments of equal amounts, over a period of time not exceeding your life expectancy, the life expectancy of your *beneficiary*, or the joint life expectancy of you and your *beneficiary*.
- An *annuity* (please consult the *Insurance Company* concerning the various *annuity* options available under the *Plan*)
  - For married participants, the automatic form of payment is a joint and survivor annuity that pays your surviving spouse a monthly benefit equal to 50% of the monthly benefit that you receive prior to your death. Spousal consent is required in order for a married participant to select any option other than the *Joint and 50% Survivor Annuity*. The *Plan* also offers a joint and survivor annuity that pays your surviving spouse a monthly benefit equal to 75% of the monthly benefit that you receive prior to your death. These survivor benefits and the process for spousal consent are discussed in Section 14 below.

Once payments begin your choice may not be changed, no matter what the circumstances.

If your *vested account balance*, excluding *rollover contributions*, is \$5,000 or less, the *distribution* will be made in the form of a single sum payment.

## Timing of Payment Options

*Distributions* may commence any time after the thirtieth day following the date that notification regarding forms of payment available under the *Plan* is given. If you expressly waive this 30-day waiting period, distributions may commence any time after the seventh day following the date that notification regarding the forms of payment available under the *Plan* is given. You may revoke a *distribution* election at any time during the 30-day waiting period. If you waived the 30-day waiting period, you will only have 7 days in which to revoke a *distribution* election.

## 13. Tax Rules Affecting Plan Payments

### Mandatory 20% Withholding

Whenever you receive an *eligible rollover distribution* from the *Plan* and there is no direct rollover to an *IRA* or an *eligible retirement plan*, the IRS requires the *Plan Administrator* to withhold 20% of the taxable amount.

This 20% withholding is not a tax; it is credited to any future federal income tax that you may owe. This amount will automatically be deducted from the amount paid to you.



Example:

John Smith retires and elects a single sum payment of his **vested account balance**. His **vested** account balance is made up of all taxable dollars.

His <b>vested account balance</b> is:	\$10,000
<u>Less 20% withholding</u>	<u>-\$2,000</u>
Total cash received	\$8,000

### 10% Additional Penalty Tax

Any **distribution** from your **account** is generally subject to an additional 10% federal tax penalty if you take it out before you reach the age of 59-1/2.

This penalty tax does *not* apply to the following types of payments:

- Any **distribution** made when you terminate employment at or after age 55.
- Any **distribution** made under the terms of a **qualified domestic relations order**, which is a court order creating or recognizing an alternate payee's (e.g., spouse, former spouse, child) right to part or all of your **Plan** benefits. See Section 15, **Events That May Affect Your Account** for more information about **domestic relations orders**.
- Any corrective **distributions** necessary to comply with IRS contribution limits.

If you have questions about tax rules affecting **Plan** payments, please contact your tax advisor.

## 14. Survivor Benefits

Survivor benefits are an important part of the financial security and peace of mind the **Plan** provides. In this section, these benefits are described in more detail as well as the decisions you will need to make about them before you retire.

### Choosing a Beneficiary

When you enroll in the **Plan**, you will receive a **beneficiary** designation form that you can use to designate your **beneficiary** in the case of your death.

Generally, the law requires that your spouse be the **beneficiary** of at least 50% of your **vested account balance**. If you are married and designate a non-spouse beneficiary, only 50% of your **vested account balance** will be paid to your beneficiary assuming your spouse is alive at the time of your death and your **beneficiary** survives you.

Your spouse may waive his or her right under the law to receive a **Joint and 50% Survivor Annuity**. Written consent of your spouse is required in order for your **beneficiary** to receive amounts otherwise payable to your spouse, and the **beneficiary** named may not be changed unless your spouse consents to such change.

If your spouse consents to waive his or her right under the law to receive a **Joint and 50% Survivor Annuity**, you may cancel this waiver at any time before your death. If you do so, your spouse again becomes the beneficiary to at least 50% of your account balance. If you wish, you may also make a new choice, subject to the same consent provisions discussed herein.

You and your spouse need to understand your respective rights and obligations concerning the benefits payable at your death, particularly the financial impact a waiver will have on your spouse. The **Plan Administrator** will provide you with information on this.

If you are married and you die without complying with these **beneficiary** requirements, at least 50% of your **vested account balance** (or 100%, if there is no surviving designated beneficiary) will be payable to your spouse.

Of course, it is very important that you keep the **Plan Administrator** informed of any changes in your marital status and of the proper name and address of your **beneficiary**.

### **Payment of Survivor Benefits to Your Spouse**

If you first became a **participant** on or after July 1, 2012, you will not be permitted to name a **beneficiary** other than your spouse for that portion of your **account** that is otherwise payable as a **pre-retirement survivor annuity**. You may still name a non-spouse **beneficiary** for that portion of your **account** that is not payable as a **pre-retirement survivor annuity**.

If you die *before* you've started to receive payment of your **account**, and if your **vested account balance**, excluding **rollover contributions**, is more than \$5,000.00, your spouse is entitled to:

- A single sum payment of your **account**;
- Installment payments over a period not greater than his or her life expectancy;
- A **pre-retirement survivor annuity** which will provide your spouse with lifelong **annuity** payments beginning immediately after your death.

If your spouse is eligible for and consents to the **pre-retirement survivor annuity**, it will be purchased using at least 50% of your **vested account balance**. If there are other **beneficiaries**, the remaining 50% will be distributed to them according to your prior election. If not, 100% of your **vested account balance** will be used to purchase the **pre-retirement survivor annuity** for your spouse.

Your spouse may elect another payment option but your spouse's choice of payment options will be limited to what is offered by the **Plan** and may be limited by certain IRS tax rules, in which case the **Plan Administrator** will provide your spouse with any necessary information.

Depending on the actions taken by your spouse, the following provisions may apply:

- If your spouse consents to the **pre-retirement survivor annuity** or chooses installment payments over a period not greater than his or her life expectancy, he or she may elect to postpone payment until the later of December 31 of the calendar year after your death or December 31 of the calendar year you would have attained age 70-1/2; or
- If your spouse chooses a single sum payment, the **distribution** of your entire **vested account balance** must be paid by December 31 of the calendar year containing the fifth anniversary of your death; or
- If your **vested account balance**, excluding rollover contributions, is \$5,000.00 or less, or your spouse does not consent to a distribution of any type, he or she will receive your **vested account balance** in the form of a single sum payment and such payment will be paid by December 31 of the calendar year containing the fifth anniversary of your death.

If you die *after* you have started to receive payment of your **retirement benefit**, your spouse will receive payment equal to 50% of the benefit you received prior to your death unless you obtained spousal consent to select another payment option during the benefit election period (see **Choosing Your Payment Options**).

### **Payment of Survivor Benefits to a Non-Spouse Beneficiary**

If you die *before* you have started to receive payment of your **account**:

Your **beneficiary** is entitled to receive payment of your **vested account balance** within a reasonable period after the **Plan Administrator** has been notified of your death.

If your **vested account balance**, excluding **rollover contributions**, is more than \$5,000.00, the following provisions will apply to your **beneficiary**:

- If your **beneficiary** chooses a form of **annuity** or chooses installment payments over a period not greater than his or her lifetime, he or she must begin payments by December 31 of the calendar year after your death; or
- If your **beneficiary** elects a single sum payment, the **distribution** of your entire **vested account balance** must be paid by December 31 of the calendar year containing the fifth anniversary of your death; or
- If your **vested account balance**, excluding rollover contributions, is \$5,000.00 or less, or your **beneficiary** does not consent to a **distribution** of any type, he or she will receive your **vested account balance** in the form of a single sum payment and will be paid by December 31 of the calendar year containing the fifth anniversary of your death.

If you die *after* you have started to receive payment of your **retirement benefit**, your nonspouse **beneficiary** will receive payment in the form and manner you selected during the benefit election period (see **Choosing Your Payment Options**).

## **15. Events That May Affect Your Account**

Following are some of the events that could have an impact on your **account**. Please note how your contributions and/or benefits would be affected in each case.

### **Operational and Administrative Expenses**

Generally, operational and administrative expenses of the **Plan** are paid from **Plan** assets.

Your **account** may reflect deductions for expenses related to the administration of your account. Investment management fees applicable to administering the investment funds offered by the **Plan** are deducted from your **account**.

### **If the Plan Is Terminated**

The Trustees may modify, suspend, or terminate the **Plan** at any time. If this **Plan** is terminated, contributions to the **Plan** will stop. You will be entitled to receive payment of your **account** as permitted under federal law.

### **Transfer Restrictions**

Under certain circumstances the amount transferred from the Guaranteed Long Term Account (GLTA) to other investment funds may be limited. The **Insurance Company** reserves the right to limit transfers out of the GLTA to protect the underlying interest rate.

Under the Plan's Excessive Trading Monitoring Policy, each *participant's* investment fund transfer activities are monitored to determine whether there are any excessive trading (or market timing) activities. The term excessive trading or market timing as used here means a pattern of frequent transfers in and out of the same investment fund over a short period of time (30-day period). Excessive trading or market timing can negatively affect other fund investors. If a *Plan participant* has engaged in excessive trading or inappropriate market timing, under the *Plan's* policy his or her ability to make investment transfers in or out of a particular fund may be restricted.

Excessive Trading (or market timing) is:

- A round-trip trade (in and out or vice versa) within the same investment option in a 30-day period, where the sum total of the roundtrip trade is greater than \$50,000 and was not the result of systematic rebalancing, transfers supporting a long-term asset allocation strategy, payroll deductions, or other retirement planning activities.
- Note: Each one-way trade in the roundtrip trade must be equal to or greater than \$25,000.

If it is determined that you have had any excessive trading (or market timing) activities in your individual *account* the following actions will be taken:

- You will receive a warning letter upon the first instance of an excessive trading (or market timing) pattern. The second instance generates an action letter to you. Both letters will come from the *Insurance Company*, which is administering the Policy for the *Plan*.
- If you receive an action letter, your ability to initiate transactions through Internet, Phone, or Fax will be suspended for a period of 90 days. **However, transactions can be initiated via U.S. Mail during this period.**

The *Plan* will continue to monitor trading activity and new regulatory requirements. You will be notified of any changes that are made to the Excessive Trading Policy.

### **If a Court Issues a Domestic Relations Order**

If you become divorced or separated, the court may assign part or all of your benefit to an alternate payee (such as your spouse, former spouse, child or other dependent) through a *domestic relations order*. This is a court order that recognizes the alternate payee's right to part or all of your *vested* benefit. While *ERISA* (the *Employee Retirement Income Security Act of 1974*) generally protects *Plan* benefits against creditors, *domestic relations orders* that are deemed qualified by the *Plan Administrator* are an exception.

A *qualified domestic relations order (QDRO)* can force payment of benefits to an alternate payee even though the *Plan* prohibits *distributions* earlier than retirement, termination, death, or *disability*. The law requires that your *Plan Administrator* determine, within a reasonable amount of time, whether the *domestic relations order* is qualified. During such time that your *Plan Administrator* is determining the qualification of the *domestic relations order*, that portion of your *account* that is affected by the *domestic relations order* will be accounted for on a separate basis for the benefit of the alternate payee.

Your *Plan Administrator* must follow specific procedures to ensure that your benefits are properly distributed. This can sometimes be a time-consuming process. You may obtain a copy of the *Plan's* QDRO procedures free of charge from your *Plan*

**Administrator.** You and each alternate payee will be notified of the **Plan Administrator's** decision.

### **If the Plan Is Determined to be Top Heavy**

A plan is termed **top heavy** if the current value of the **accounts** held by **key employees** is 60% or more of the total current value of all **accounts** under the plan. **Key employees** are generally defined as certain officers and owners of **contributing employers**. Notwithstanding the foregoing, **Participants** who are covered by a **collective bargaining agreement** shall not be considered **key employees**. Should this **Plan** become **top heavy**, you will be notified.

## **16. Your ERISA Rights**

**Participants** in the **Plan** have certain rights and protections under the **Employee Retirement Income Security Act of 1974**, commonly known as **ERISA**. **ERISA** states that, as a **Plan participant**, you are entitled to:

- Examine, without charge, all **Plan** documents at the **Plan Administrator's** office and other specified locations. These documents include insurance contracts, 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**,
- Obtain copies of all **Plan** documents including insurance contracts, collective bargaining agreements, the latest annual report and updated summary plan description upon a written request directed to the **Plan Administrator**. The **Plan Administrator** may charge a reasonable amount for the copies;
- Receive a summary of the **Plan's** annual financial report. The **Plan Administrator** is legally required to give **participants** a copy of this summary annual report; and
- Obtain a statement, free of charge, telling you whether you are **vested** and, if so, the amount of your **vested account**. You are always 100% vested under the **Plan**. This statement must be requested in writing and the **Plan Administrator** is not obligated to provide it more than once a year.

Further, you may not be fired or discriminated against in any way as a means of preventing you from obtaining your **retirement benefits** or exercising your rights under **ERISA**.

### **If Your Request for Benefits is Denied**

**ERISA** regulations describe steps that must be taken in the rare cases when a claim for payment is denied, either in whole or in part. A claim might be denied if:

- The **Plan Administrator** does not believe that you are entitled to payment; or
- The **Plan Administrator** disagrees with the payment amount to which you believe you are entitled.

If your claim is denied, the **Plan Administrator** has to notify you in writing within 90 days after receiving your claim. The notice must contain the following information:

- The specific reason(s) your claim was denied.
- The **Plan** provisions that support the denial.
- If your application is incomplete, the additional information needed to complete your claim request and an explanation of why it is needed.
- Information on what you need to do in order to have the claim denial reviewed.
- A statement of claimant's right to bring a civil action under section 502(a) of **ERISA** following an adverse determination on review.

If you do not receive notice on the status of your claim from the *Plan Administrator* within 90 days, or within 180 days if it is a special case (see **Time Extensions**), you can assume your claim has been denied and you may request a review of your denial.

### **Requesting a Review of the Denial**

Once the *Plan Administrator* has reviewed your claim and notified you in writing of the denial within the required 90-day period, you may contest the denial. You must submit a written request for a review of that denial within 60 days of the date of the *Plan Administrator's* written notification. In case the *Plan Administrator* does not notify you of the denial within the required 90-day period, your request for review should be submitted immediately after the 90-day period expires.

If you wish, you (or your representative) may review the appropriate *Plan* documents and submit written information supporting your claim to the Board of Trustees.

The Board of Trustees will review your request at their next quarterly meeting immediately following receipt of your request (unless you submitted your request less than 30 days prior to the next quarterly meeting, in which case your request will be heard at the following quarterly meeting) and you will receive written notification of a final decision within five (5) days after a meeting at which your request is heard unless the Trustees need additional time (see **Time Extensions**). This notification will:

- Be written in clear, easily understood language;
- Inform you of the decision, the reasons why that decision was made, and the specific *Plan* provisions that support it;
- Inform you of your right to receive free of charge upon your request reasonable access to, and copies of, all documents and other information relevant to your claim; and
- State your right to bring an action under section 502(a) of *ERISA*.

If you disagree with the results of the review, you may file suit in federal or state court. If your suit is successful, the court may award you legal costs, including attorneys' fees.

Under no circumstances may any legal action be commenced or maintained against the *Plan* more than one hundred and eighty (180) days after the Trustees' decision on the appeal.

### **Time Extensions**

Under special circumstances, the 90-day initial period for notice of a decision regarding an initial claim for benefits may be extended. Similarly, the Trustees may delay ruling on your request for review until the quarterly meeting following the meeting that immediately follows receipt of your request. You will be informed in writing of any extensions before the end of these initial notification periods. The extension notice will state the special circumstances necessitating the delay and the revised date by which you may expect a decision.

### **Special Rules for Disability Claims**

If your claim for benefit under the *Plan* is the result of a disability, special rules apply. If your initial claim for disability benefits is denied, the *Plan Administrator* will notify you in writing within 45 days after receiving your claim, rather than the 90-day period specified above. This period may be extended by the *Plan* for up to 30 days, if special circumstances require an extension. The *Plan Administrator* will notify you within the 45-day period that additional time is needed. The notice of extension will:

- explain the circumstances requiring the extension,
- provide the date a decision can be expected,
- explain the standards for approving a disability claim,
- outline the unresolved issue(s) that prevent a decision on your claim, and
- describe the additional information needed to resolve those issues and complete your claim request.

You will have at least 45 days to provide any additional information that is needed to the **Plan Administrator**.

If a further extension is required by the **Plan Administrator**, you will be notified prior to the end of the first 30-day extension period. The notice will state the circumstances requiring the extension and the date a decision can be expected.

If your disability claim is denied, the **Plan Administrator** will provide you with written notification that will state the following:

- The specific reason(s) your claim was denied.
- A discussion of the decision, including an explanation of the basis for disagreeing with either: (1) the reasons of the health care or vocational professionals who treated you; (2) the medical or vocational experts whose advice was obtained by the **Plan Administrator**, without regard to whether the advice was relied upon; or (3) the Social Security Administration's disability determination.
- The **Plan** provisions that support the denial.
- If your application was incomplete, the additional information needed to complete your claim request and an explanation of why it is needed.
- Information on what you need to do in order to have the claim denial reviewed.
- If an internal rule, guideline, protocol, or other similar provision was relied upon in the claim denial, that a copy of the provision is available to you free of charge upon your request.
- If the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, that an explanation of the scientific or clinical judgment applying the exclusion or limit to your medical circumstances is available to you free of charge upon your request.
- Claimant's right to bring a civil action under section 502(a) of **ERISA** following an adverse determination on review, including the 180-day contractual statute of limitations period and the calendar date on which such limitations period expires.

The notice will be written in a culturally and linguistically appropriate manner as required by law.

You may contest the **Plan Administrator's** denial of your claim. You must submit a written request for a review of that denial within 180 days of the date of the **Plan Administrator's** written notification. The review will be conducted by the Board of Trustees.

If your original claim was denied based on a medical judgment, the Board of Trustees will consult with an appropriate health care professional. This medical professional shall not be the individual who was consulted on the original claim nor the subordinate of such individual. The review must also identify the medical or vocational experts, if any, whose advice was obtained on behalf of the **Plan** in connection with the original claim.

Before the **Plan Administrator** issues an adverse decision, the **Plan Administrator** will provide you with any new or additional evidence or new or additional rationale relied

upon or considered with respect to your claim and you will be given a reasonable opportunity to respond to such evidence or rationale before a final determination is made.

The **Plan Administrator** will notify you of the Board of Trustees' decision no later than 5 days after the date of the regularly scheduled meeting of the Board that immediately follows receipt of your request, unless your request for review is filed within 30 days preceding the date of such meeting. In such case, you will receive notification no later than 5 days after the date of the second meeting of the Board that immediately follows receipt of your request. If your disability claim is denied, the **Plan Administrator** will provide you with written notification that will state the following:

- The specific reason(s) your claim was denied.
- The **Plan** provisions that support the denial.
- If an internal rule, guideline, protocol, or other similar provision was relied upon in the claim denial, that a copy of the provision is available to you free of charge upon your request.
- If the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, that an explanation of the scientific or clinical judgment applying the exclusion or limit to your medical circumstances is available to you free of charge upon your request.
- Your right to receive free of charge upon your request reasonable access to, and copies of, all documents and other information relevant to your claim.
- Your right to bring an action under section 502(a) of ERISA, including the 180-day contractual statute of limitations period and the calendar date on which that period expires.

The notice will be written in a culturally and linguistically appropriate manner as required by law.

### **Other Rights You May Have**

Under **ERISA**, there are steps you can take to enforce your rights. For instance, if you request materials 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 documents and pay you up to \$110 a day until you receive them – unless you did not receive the materials for reasons beyond the **Plan Administrator's** control. 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. In addition to defining the rights of **Plan participants**, **ERISA** imposes obligations on the people responsible for operating the **Plan**. These persons are legally referred to as **fiduciaries** and must act prudently and in the sole interest of the **Plan's participants** and **beneficiaries**. If the **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, however, or if the court finds your claim to be frivolous, the court may order you to pay these costs and fees.

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**, you should contact the nearest Area 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.

## 17. Additional Information

### Approval by the IRS

This *Plan* is intended to be a "qualified" plan under *Internal Revenue Code* section 401(a). Therefore, certain contributions made to the *Plan* are not taxable to you until distributed. In the unlikely event that the IRS determines that the *Plan* does not meet its qualification requirements, all contributions will cease. At such time, some or all of your contributions may be returned. Any contributions that are returned to you are taxable to you in the year that the *distribution* is made from the disqualified plan.

### Description of Entity That Maintains the *Plan*

The *Trustees* maintain the *Plan*. The *Trustees* retained the *Insurance Company* to assist the *Plan Administrator* with the operation of the *Plan*. This *Plan* operates under a contract administration. This means that *Plan* contributions accumulate and benefit payments are payable under a group *annuity* contract. The contract is with the *Insurance Company*.

### Pension Benefit Guaranty Corporation

The Pension Benefit Guaranty Corporation (PBGC) is operated under the *Department of Labor* to insure *Plan* benefits. Because the *Plan* maintains individual *participant accounts*, it is not covered by PBGC insurance.

## 18. Glossary

### ACCOUNT

An individual *account* is maintained for you under the *Plan*. An *account* contains all contributions made on your behalf and includes earnings or losses on those contributions and charges for administrative and investment expenses.

### ANNUITY

An *annuity* is a series of payments that are made over a specified period of time, such as over your lifetime or the joint lifetime of you and your spouse, to provide income during that time.

### BARGAINING UNIT ALUMNI MEMBER

A *member* who (1) has had *employer contributions* made on his or her behalf by a *contributing employer* for a period of at least five (5) consecutive years; (2) had at least 1,000 hours of *covered employment* for each such year; and (3) is then promoted or placed in a non-*covered employment* full-time position (at least 40 hours per week) that is a management position, for whom *employer contributions* are required to be made by a *contributing employer* pursuant to a participation agreement.

### BENEFICIARY

The person entitled to receive the funds in your *account* upon your death.

### COLLECTIVE BARGAINING AGREEMENT

An agreement between the *Union* and a *contributing employer* which describes the terms and conditions of employment for individuals covered under the agreement, including participation in this *Plan*. A copy of any such agreement may be obtained by *participants* and *beneficiaries* upon written request to the *Plan Administrator* and is available for examination by *participants* and *beneficiaries*.

### **CONTRIBUTING EMPLOYER**

Any company that employs persons covered under a **collective bargaining agreement** or participation agreement requiring contributions to the **Plan**. A **contributing employer** also includes the **Union**, the Local 825 Apprenticeship Training and Retraining Fund, the Local 825 Employee Benefit Funds, and the Local 825 Labor Management Fund in their capacity as employer.

### **CONTRIBUTION PERIOD**

For **contributing employer** contributions, the regular period (monthly, weekly) for which the **contributing employer** is required to make contributions.

### **COVERED EMPLOYMENT**

**Covered employment** is work covered by a **collective bargaining agreement** or participation agreement between your **contributing employer** and the local **Union**, or between your **contributing employer** and the **Trustees**.

### **DEFINED CONTRIBUTION PLAN**

A **defined contribution plan** provides for an individual **account** for each **participant** in the plan. Your **account** under the **Plan** holds all contributions made to the **Plan** on your behalf, including investment earnings and losses. When you take a **distribution** from your **account**, the amount of your **distribution** will be based on the value of your **account** at that time.

### **DISTRIBUTION**

Any payments made from your **account**.

### **DOMESTIC RELATIONS ORDER (See QUALIFIED DOMESTIC RELATIONS ORDER)**

### **EARLY RETIREMENT DATE**

The date a **participant** attains the age of 55. You have a right to the full value of your **vested account balance** if you retire after satisfying the early retirement provisions under the **Plan** but before satisfying the normal retirement provisions of the **Plan**.

### **ELIGIBLE RETIREMENT PLAN**

An **eligible retirement plan** includes a plan qualified under section 401(a) of the code (such as a **profit sharing plan** or a defined benefit plan), a section 403(a) annuity plan, a section 403(b) tax-sheltered annuity plan, and a governmental 457 plan.

### **ELIGIBLE ROLLOVER DISTRIBUTION**

Any **distribution** other than: (1) a **distribution** that is one of a series of substantially equal periodic payments made over your lifetime, the joint lives of you and your **beneficiary**, or a specified period of ten (10) years or more or (2) a required minimum distribution under Section 401(a)(9) of the code.

### **EMPLOYEE**

An individual, other than a **member**, employed by a **contributing employer** on whose behalf the **contributing employer** must make contributions to the **Plan** through a separate participation agreement between the **contributing employer** and the **Trustees**.

### **EMPLOYER CONTRIBUTION**

The amount a **contributing employer** contributes to the **Plan** on behalf of an **employee**, a **member** or a **bargaining unit alumni member**.

### **FIDUCIARY**

A person who has discretionary control over or responsibility for a *Plan's* administration and/or its assets.

### **HOUR OF SERVICE**

You will be credited with one *hour of service* for every hour for which contributions are received. An *hour of service* will also be credited for each hour you would have worked, but are absent because of duty in the Uniformed Services of the United States but only if you return to employment as an operator, are disabled during your period of military service, or die during your period of military service. This credit is awarded in accordance with the Uniformed Service Employment and Reemployment Rights Act of 1994 ("USERRA"). You or your surviving spouse or *beneficiary(ies)* should contact your *contributing employer* and/or the *Plan Administrator* regarding your right to receive contributions to your *account* attributable to your period of military service.

### **INDIVIDUAL RETIREMENT ACCOUNT (IRA)**

An *IRA* is an *individual retirement account* established to save money for retirement. With an *IRA*, taxes are deferred on the interest your investment earns, and, if you meet certain criteria, taxes on the contributions are also deferred.

### **INSURANCE COMPANY**

Prudential Retirement Insurance and Annuity Company.

### **INTERACTIVE VOICE RESPONSE SERVICE (IVR)**

The 877.PRU.2100 (877.778.2100) telephone service where, among other services, *participants* can model *loans*, transfer between investments and change the investment mix for future contributions.

### **JOINT AND 50% SURVIVOR ANNUITY**

A *joint and 50% survivor annuity* provides fixed monthly payments to you for life. Upon your death, the person to whom you were married at the time the *annuity* was purchased will receive a fixed monthly payment for his/her life. This payment will be at least 50% of the amount that was payable to you.

### **KEY AND NON-KEY EMPLOYEES**

*Key employees* are generally certain officers and owners of *contributing employers*. Notwithstanding the foregoing, *participants* who are covered by a *collective bargaining agreement* shall not be considered *key employees*. If a plan becomes top-heavy in any *Plan Year*, the benefits earned by that year's *non-key employees* may be increased.

### **LIFE ANNUITY**

A form of *retirement benefit* in which payments are made on a monthly basis and continue for life.

### **LOAN**

A portion of your *vested account balance* which you borrow and agree to repay with interest.

### **MEMBER**

An individual who is employed by a *contributing employer* pursuant to the *collective bargaining agreement*.

### **NORMAL RETIREMENT DATE**

The date a *participant* attains the age of 62.

### **PARTICIPANT**

A **participant** is a **member** or an **employee** who has an **account**.

### **PLAN**

The **Plan** that your employer is maintaining to help you save for your retirement years.

### **PLAN ADMINISTRATOR**

Your **Plan Administrator** is the person or entity who is responsible for the operation of your **Plan**.

### **PLAN YEAR**

The period of 12 consecutive months for which records are kept and assets are valued.

### **PRE-RETIREMENT SURVIVOR ANNUITY (PSA)**

A life-long **annuity** to which your spouse may be entitled if you die before you have started to receive your **retirement benefit**. The value of a **pre-retirement survivor annuity** must be the actuarial equivalent of at least 50% of your **vested account balance** as of the date of your death.

### **PROFIT SHARING PLAN**

A type of defined contribution plan that accepts discretionary contributions by an employer, such as **employer contributions**.

### **PRUDENTIAL RETIREMENT® ONLINE RETIREMENT CENTER**

The Internet service where, among other services, **participants** have access to view a 90-day **account** history, check investment performance and project their investments. You can access the **Prudential Retirement® Online Retirement Center** through the Internet site at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement).

### **QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)**

A **domestic relations order**, such as a divorce decree or support order, deemed qualified by the **Plan Administrator**. A **qualified domestic relations order** can force payment of **Plan** benefits to an alternate payee (e.g., spouse, former spouse, child), even though the **Plan** normally prohibits **distributions** earlier than retirement, termination, death, or disability.

### **RETIREMENT BENEFIT**

The funds paid to you or your designated **beneficiary** once you separate from service after reaching the earliest retirement date described under the terms of the **Plan**.

### **ROLLOVER CONTRIBUTIONS**

Contributions from another **eligible retirement plan** or **individual retirement account (IRA)** which are eligible to be "rolled over" to the current **Plan** either directly or indirectly. If the money is rolled directly from one retirement plan to another, the money is not actually distributed to you and is not subject to income tax withholding.

### **TOP HEAVY**

A plan is regarded as **top heavy** when the current value of **accounts** attributable to **key employees** is 60% or more of the total current value of all **accounts** in the plan.

### **TOTAL AND PERMANENT DISABILITY**

The inability to continue employment as an operating engineer due to a demonstrable physical or mental impairment that has persisted for a period of five consecutive months and which is expected to continue until death. A **participant** who has applied for and is receiving Federal Social Security Disability payments is also considered to be totally and permanently disabled.

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**TRUSTEES**

A Joint Board of Trustees composed of eight **trustees**, four union **trustees** and four employer **trustees**, who hold title to **Plan** assets and may be responsible for managing the assets.

**UNION**

The International Union of Operating Engineers Local 825.

**VESTED**

A nonforfeitable ownership right to a portion or all of your **account**.

**VESTED ACCOUNT BALANCE**

The portion of your **account** to which you have a nonforfeitable ownership right.

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## 19. Index of Acronyms and IRS Terms

### **ANNUAL ADDITIONS/415 LIMITATIONS**

A limit on all **employer** and **employee contributions** (pre-tax and post-tax) and forfeitures allocated to a **participant's account**. The **annual additions** limitation is the lesser of \$56,000 (as indexed) or 100% of eligible earnings for each year.

### **DEPARTMENT OF LABOR (DOL)**

A U.S. Government agency that, among other responsibilities, administers the labor, regulatory, and administrative provisions of **ERISA**.

### **EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

**ERISA** is the law designed to protect the rights of **participants** and **beneficiaries** of employee benefit plans. **ERISA** imposes various plan qualification standards and **fiduciary** responsibilities.

### **INTERNAL REVENUE CODE (IRC)**

The **Internal Revenue Code** is the body of law governing the federal taxation of individuals and business entities.

### **INTERNAL REVENUE SERVICE (IRS)**

The agency of the Federal Treasury Department charged with administering, interpreting, and enforcing the tax code. The IRS also determines whether a plan complies with federal tax regulations for **qualified plans**.

### **QUALIFIED PLAN**

A pension or profit sharing plan that meets the requirements of **Internal Revenue Code** Section 401(a) and qualifies for special tax considerations.



