

# CARPENTERS LOCAL NO. 491

## PENSION PLAN



## SUMMARY PLAN DESCRIPTION

July 2020

# **SUMMARY PLAN DESCRIPTION**

**OF THE**

## **CARPENTERS LOCAL NO. 491 PENSION PLAN**

As Amended and Restated Effective as of July 1, 2014

As most recently amended effective July 1, 2019

Reprinted July 2020

Some benefits under this Pension Plan might be insured by  
the United States Pension Benefit Guaranty Corporation.

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## **INTRODUCTION**

This Summary Plan Description (“SPD”) is intended to inform Participants and beneficiaries of the important provisions in the Carpenters Local No. 491 Pension Plan (the “Plan”). The SPD does not explain everything about the Plan. However, Participants and beneficiaries of the Plan are invited to review the entire plan document, trust document and various reports about the Plan filed by the Contract Administrator with the Internal Revenue Service and the U.S. Department of Labor. These documents are available at the Contract Administrator's office at 911 Ridgebrook Road Sparks, Maryland 21152-9451. Any conflict between the statements in this SPD and the terms of the plan document will be resolved by reference to the plan document.

This SPD reflects the terms of the Plan as amended and restated as of July 1, 2014, and as most recently amended effective July 1, 2019. Please consult the prior SPDs for the terms of the Plan prior to July 1, 2014.

From time to time, changes may be made to the Plan by the Plan Trustees. Material changes will be announced by a written summary description of such changes, which will supersede and/or supplement the statements made in this SPD. You should attach these written summaries of material changes to this SPD so that you will always have a current summary of the Plan.

Any comprehensive pension plan is somewhat complex. We have tried to make the explanation of your Plan as simple as possible. If, after reading this material, you have any questions, you should contact the Contract Administrator.

## PART I –ADMINISTRATION

1. **OFFICIAL NAME OF PLAN:**  
Carpenters Local No. 491 Pension Plan
2. **EMPLOYER IDENTIFICATION NUMBER:** 22-2835549
3. **PLAN NUMBER:** 001
4. **TYPE OF ADMINISTRATION & TRUSTEES:**

This Plan is administered by a joint board of Trustees who are appointed from time to time by the Union and Employers. In addition to administering the Plan, the joint board of Trustees is also the Named Fiduciary of the Plan and the Plan Administrator. The names and business address of the persons who are currently serving on the joint board of Trustees are:

Kenneth Bisch	Bill Sproule
Sandy Forstner	Robert Tarby
Mike Goodwin	Todd Weitzman

C/o Associated Administrators, LLC  
911 Ridgebrook Road  
Sparks, Maryland 21152-9451

Telephone Number (888) 494-4443

5. **UNION:** Carpenters Local No. 491
6. **PLAN YEAR:** From July 1st to June 30th.



**7. TYPE OF PLAN:**

This is a defined benefit pension plan, which means that Participants will be eligible for a pension benefit at retirement based on a definite formula relating to their years of service, provided that the Plan is continued by the Participating Employers. The pension benefit has been established as a result of bargaining between the Union and Participating Employers.

**8. AGENTS TO RECEIVE SERVICE OF PROCESS:**

The Contract Administrator of this Plan has been designated as the agent to receive service of legal process on behalf of the Plan. In addition, legal process may also be served on the Trustees of the Plan at the address listed above.

**9. COLLECTIVE BARGAINING AGREEMENT:**

The Plan is maintained pursuant to collective bargaining agreements between the Participating Employers and the Union. A copy of the Collective Bargaining Agreements may be obtained by Participants and beneficiaries upon written request to the Trustees. You may also examine the applicable Collective Bargaining Agreement during normal business hours at the office of the Contract Administrator.

**10. PARTICIPATING EMPLOYERS:**

For information as to whether a particular employer participates in the Plan, you may contact the Contract Administrator. The Contract Administrator will inform you whether such employer participates in the Plan and, if so, the address of such employer. A complete list of Participating Employers may be obtained by Plan Participants and beneficiaries upon written request to the Contract Administrator. If you wish to examine the list of

Participating Employers, you may do so at the business office of the Contract Administrator during normal business hours.

**11. CONTRACT ADMINSTRATOR:**

The joint board of Trustees of the Plan has delegated some of the duties related to the administration of the Plan to a Contract Administrator. The Contract Administrator for the Plan is:

Associated Administrators, LLC  
911 Ridgebrook Road  
Sparks, Maryland 21152-9451

Phone Number: (888) 494-4443

**12. PLAN SPONSOR:**

The Plan is sponsored by the Union and Participating Employers. A Trust Fund has been established for the purpose of collecting and investing Plan contributions to provide benefits for Participants and their beneficiaries in accordance with the provisions of the Plan.

**13. FUNDING MEDIUM:**

The Carpenters Local No. 491 Pension Plan Restated Trust Agreement is the funding medium used for accumulation of assets and disbursements of benefits.

**14. PENSION BENEFIT GUARANTY CORPORATION:**

Your benefits may be insured by the Pension Benefit Guaranty Corporation. Section 37 of this SPD will provide additional information on this subject.

**15. TYPES OF BENEFITS:**

A Participant in the Plan (or his beneficiary) may become eligible for normal retirement, early retirement, disability retirement, and death benefits.

## **PART II - QUESTIONS AND ANSWERS**

### **1. WHAT BENEFITS ARE PROVIDED UNDER THIS PENSION PLAN?**

This Plan is primarily intended to provide retirement benefits to Employees of Employers who make contributions to the Plan. Participants will be eligible to receive a retirement pension benefit when they reach the normal retirement age. In addition, certain benefits are provided for Participants who become permanently and totally disabled or who die prior to retirement. Finally, some Employees who leave employment before retirement may be entitled to certain retirement benefits, depending on their length of service. The specific benefits which may be provided to Participants are discussed at a later point in this SPD.

### **2. WHO IS ELIGIBLE TO PARTICIPATE IN THIS PLAN?**

Generally, this Plan covers all Employees of contributing Employers who are covered by the Collective Bargaining Agreement.

### **3. WHEN WILL I BE ELIGIBLE TO PARTICIPATE IN THE PLAN?**

You will be a Participant in the Plan after working a minimum of 501 hours in "Covered Employment" which is employment within the jurisdiction of the Union. You will remain a Participant unless you suffer a break in service.

#### **4. HOW WILL I KNOW WHEN I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?**

The Contract Administrator will notify you when you are eligible to begin participation in the Plan. You will also be provided any necessary forms, such as beneficiary designations, at that time.

#### **5. ONCE I BEGIN TO PARTICIPATE, HOW LONG WILL I REMAIN A PARTICIPANT?**

Once you begin participating in the Plan, you will continue to be a Participant until your retirement, death, permanent disability, or until you are no longer in Covered Employment or have a break in service. This will be explained more fully later in this SPD.

#### **6. WHAT COUNTS AS AN "HOUR OF SERVICE"?**

Many of your rights under the Plan will depend on the "hours of service" you complete during certain periods of time, usually during each Plan Year. Your right to continue participation and many other rights will depend on the "hours of service" you complete for a Participating Employer. The specific hours required for these various rights will be explained later in this SPD. However, for now, you should know what hours are counted as "hours of service."

You will be credited with an hour of service for each hour which you actually work for a Participating Employer and for which you are paid. Of course, if you work overtime and are paid "time-and-a-half" or "double-time" you will only be given credit for the actual hours you worked without regard to the extra one-half or full hour which may have been included in your paycheck. You will also receive credit for each hour of nonworking time for which you are paid, if any, such as vacation, holidays, sickness, disability

and paid lay-offs. Service in the Armed Forces of the United States shall be credited as mandated by law.

## **7. WHAT ARE "SERVICE CREDITS"?**

We have already explained that many of your rights under the Plan depend on your "hours of service." Your rights will generally also depend on your "Service Credits." It is important that you understand what qualifies as "Service Credits," because it may not necessarily be the same as your years of employment by an Employer. A Service Credit is composed of past service credit and future service credit. Past service is equal to one-half of the number of "continuous" years worked in Covered Employment before July 17, 1961 (limited to 10 years). Continuous means no interruption in Covered Employment. Participants beginning participation on or after January 1, 1985, are not entitled to past service credits.

As to future service credit, each Participant will generally be given one credit for each Plan Year in which he completes at least 1,000 hours of Covered Employment. In addition, you may also receive future service credit for a fraction of one credit, if you have not completed 1,000 hours in accordance with the following:

### **Effective for Plan Years beginning on and after July 1, 1994:**

<u>Hours Worked in Covered Employment</u>	<u>Future Service Credits</u>
1400 or more	1.0
1300-1399	1.0
1200-1299	1.0
1100-1199	1.0
1000-1099	1.0
900-999	0.9
800-899	0.8

700-799	0.7
600-699	0.6
500-599	0.5
499 or less	0.0

**For Plan Years before July 1, 1994:**

<u>Hours Worked in Covered Employment</u>	<u>Future Service Credits</u>
1,400 or more	1.0
1,300 but less than 1,400	0.9
1,200 but less than 1,300	0.8
1,100 but less than 1,200	0.7
1,000 but less than 1,100	0.6
900 but less than 1,000	0.5
800 but less than 900	0.4
700 but less than 800	0.3
500 but less than 700	0.25

**REMEMBER:** You must keep a record of hours you work.

Also note that you may earn future service credits in a particular Plan Year even if you were not employed by an Employer at the beginning or at the end of the year, or even if your employment was broken during the year; all that matters is the total number of hours of service you complete during the year.

**8. HOW WILL MY MONTHLY BENEFIT BE CALCULATED?**

The amount of monthly Normal Retirement Pension shall be equal to the dollar amount as set forth below at the relevant date multiplied by the number of Service Credits (including fractional credits) at retirement.

**Effective until August 31, 2009:**

<u>Date Service Credit Last Earned</u>	<u>Dollar Amount</u>
01/01/85 to 05/31/88	\$12.00
06/01/88 to 05/31/91	\$17.00
06/01/91 to 12/31/92	\$21.50
01/01/93 to 06/30/94	\$23.00
07/01/94 to 06/30/00	\$24.00
07/01/00 to 06/30/03	\$27.00
07/01/03 to 06/30/04	\$29.00
07/01/04 to 06/30/06	\$31.00
07/01/06 to 06/30/08	\$33.00
07/01/08 to 08/31/09	
Trade Show Participants	\$36.00
All Other Participants	\$33.00

**Effective September 1, 2009 until June 30, 2012:**

<u>Date Service Credit Last Earned**</u>	<u>Dollar Amount</u>
01/01/85 to 05/31/88	\$12.00
06/01/88 to 05/31/91	\$17.00
06/01/91 to 12/31/92	\$21.50
01/01/93 to 06/30/94	\$23.00
07/01/94 to 06/30/00	\$24.00
07/01/00 to 06/30/03	\$27.00
07/01/03 to 06/30/04	\$29.00
07/01/04 to 06/30/06	\$31.00
07/01/06 to 06/30/08	\$33.00
07/01/08 to 08/31/09	
Trade Show Participants	\$36.00
All Other Participants	\$33.00



09/01/09 and after	
Trade Show Participants	\$37.00
All Other Participants	\$33.00 for service credits earned through 08/31/09
	\$20.00 for service credits earned after 08/31/09

**Effective as of July 1, 2012:**

<u>Date Service Credit Last Earned**</u>	<u>Dollar Amount</u>
01/01/85 to 05/31/88	\$12.00
06/01/88 to 05/31/91	\$17.00
06/01/91 to 12/31/92	\$21.50
01/01/93 to 06/30/94	\$23.00
07/01/94 to 06/30/00	\$24.00
07/01/00 to 06/30/03	\$27.00
07/01/03 to 06/30/04	\$29.00
07/01/04 to 06/30/06	\$31.00
07/01/06 to 06/30/08	\$33.00
07/01/08 to 08/31/09	
Trade Show Participants	\$36.00
All Other Participants	\$33.00
09/01/09 to 06/30/12	
Trade Show Participants	\$37.00
All Other Participants	\$33.00 for service credits earned through 08/31/09
	\$20.00 for service credits earned after 08/31/09
07/01/12 and after	
Trade Show Participants	\$40.00

All Other Participants

\$33.00 for service credits earned through 08/31/09

\$20.00 for service credits earned after 08/31/09

**Effective as of July 1, 2015, for All Service Credits:**

Date Service Credit Last Earned\*\*

Dollar Amount

07/01/15 and after

Trade Show Participants

\$46.00 for service credits earned through 06/30/15

\$46.00 for service credits earned after 06/30/15

All Other Participants

\$33.00 for service credits earned through 08/31/09

\$20.00 for service credits earned after 08/31/09

**Effective as of July 1, 2018, for All Service Credits:**

Date Service Credit Last Earned\*\*

Dollar Amount

07/01/18 and after

Trade Show Participants

\$54.00 for each service credit

All Other Participants

\$33.00 for service  
credits earned  
through 08/31/09

\$20.00 for service  
credits earned after  
08/31/09

“Trade Show Participants” shall be defined to include a participant who works a majority of his hours of service during the Plan Year for an Employer contributing to the Plan pursuant to the terms of the Show Site Agreement between the Trade Show Contractors Association of Washington, D.C. and Vicinity and Mid-Atlantic Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America.

\*\* To the extent that you suffer a break in service and return to Covered Employment, the benefit rate used for Service Credits earned before the break in service will be the benefit rate in effect when you last earned Service Credit before the break in service. Any Service Credits earned after the break in service will be multiplied by the benefit rate in effect when you last earned a Service Credit. If you retire before the end of the Plan Year immediately following the last Plan Year in which you earned a Service Credit, you will get the benefit rate in effect at the time of your retirement. If you retire at a later date (after the end of the Plan Year immediately following the year in which you last earned Service Credit), and suffer a break in service, you will receive the rate in effect when you last earned Service Credit.

## **9. WHAT IS A “BREAK IN SERVICE”?**

Just as your rights under the Plan depend on your "hours of service" and "service credits," they may also depend on whether

you have any "breaks in service." Breaks in service are important in determining your Future Service Credit and Vesting Service.

You will have a "break in service" in any year which you fail to earn at least 500 Hours of Service in a Plan Year. Therefore, in each year in which you fail to work 500 hours will be counted as a "one-year break in service." Once you have begun to participate in the Plan, your breaks in service will be counted, even for years in which you are no longer employed by a Participating Employer. This is because the number of your one-year breaks in service may be important if you are ever rehired by a Participating Employer. You should also note that, even if you are employed by a Participating Employer for the full year, you can still have a break in service by failing to earn at least 500 Hours of Service in the Plan Year.

**10. WHO PAYS FOR THE COST OF MY PENSION BENEFITS?**

The Participating Employers pay the full amount necessary to accumulate your pension benefits. No contributions are required from Participants.

**11. MAY I CONTRIBUTE TO THE PLAN?**

No.

**12. HOW MUCH DO THE EMPLOYERS CONTRIBUTE TO THE PLAN?**

The Participating Employers make contributions to the Plan based upon the requirement of the Collective Bargaining Agreement. Contributions are usually made monthly. The idea is for the Employers to fund the Plan by making regular contributions so

that enough money will be accumulated over the years to provide retirement benefits at the time such benefits must be paid.

**13. WHAT HAPPENS TO EMPLOYER CONTRIBUTIONS WHEN THEY ARE PAID TO THE PLAN?**

All contributions made by Participating Employers are paid directly to the Plan and accumulated in a trust fund for the benefit of the Participants and their beneficiaries. The Trustees are responsible for holding the Plan's assets and investing them so that the value of the trust fund may be increased through investment earnings.

**14. WHEN MAY I RETIRE?**

You may retire after you have satisfied all of the following:

a. Attained your 65<sup>th</sup> birthday.

b. Completed five (5) or more years of Covered Employment and earned at least .25 Future Service Credits in Covered Employment in each of at least (5) five years (after July 17, 1961).

c. Terminated Covered Employment with no present intention of returning to Covered Employment.

**15. DO I HAVE TO RETIRE AT AGE 65?**

Not necessarily, a Participant may continue employment beyond his normal retirement date if mutually desired or as provided by law. If this occurs, the Participant's retirement benefits will not be distributed to him until his actual retirement. During his continued employment, he will continue to participate in the Plan, as long as he meets the other requirements for participation.

## **16. HOW MUCH WILL I GET WHEN I RETIRE?**

When you retire at or after age 65, you will generally be entitled to a monthly pension, payable for the rest of your life, in an amount based on your service credits.

## **17. CAN I RECEIVE A PARTIAL PENSION?**

Yes, Partial Pensions will be provided if you otherwise lack sufficient pension credit to be eligible for any pension because your years of employment were divided between different participating pension plans, or, if eligible, if your pensions would be less than the full amount because of such division of employment. Please contact the Contract Administrator for more information.

## **18. HOW IS MY BENEFIT COMPUTED WHEN I RETIRE?**

When you retire at or after your normal retirement date, your monthly retirement benefit will be determined as follows:

### **For Trade Show Participants:**

\$54.00 for each service credit earned to the date you retire (or are disabled), if you earned a service credit after June 30, 2018. For example, if you have eighteen service credits earned through June 30, 2015, one service credit earned after June 30, 2015, and one service credit earned after June 30, 2018, your monthly pension would be \$1,080 ((20 x \$54.00) ).

**If you retired prior to July 1, 2018 (or retired on disability or died prior to July 1, 2018), your benefit will be determined under a different formula. See the Contract Administrator for more details if you fall within this category.**

## **For Other Participants:**

\$33.00 times your service credits earned through August 31, 2009, and \$20.00 for your service credits earned after August 31, 2009, to the date you retire (or are disabled). For example, if you have eighteen service credits earned through August 31, 2009 and one service credit earned after August 31, 2009, your monthly pension would be \$614.00 ((18 x \$33.00)+(1 x \$20.00)).

**If you retired prior to September 1, 2009 (or retired on disability or died prior to September 1, 2009), your benefit will be determined under a different formula. See the Contract Administrator for more details if you fall within this category.**

### **19. MAY I RETIRE EARLY?**

Yes, the Plan does provide for an early retirement benefit. You may retire on early retirement after you have satisfied all of the following:

a. Attained age 60.

b. Completed ten (10) or more years of Covered Employment and earned at least .25 future service credits in Covered Employment in each of at least five years after July 17, 1961.

c. Terminated Covered Employment with no present intention of returning.

The amount of your early retirement benefit will only be a portion of the pension you would have received if you had continued to work until you were entitled to a normal retirement pension. The amount is reduced because you are expected to receive payments over a longer period of time. The amount of your monthly early

retirement pension will be less than that which would have been paid at your normal retirement date.

In the case of early retirement, there is a reduction of one-half of one percent (1/2%) per month (or six (6) percent per year) for each month that the early retirement benefit precedes the normal retirement date. Employees who have earned at least 500 hours in the most recent completed Plan Year and retire at age 63 or 64 on or after July 1, 2019, will not have their benefit reduced for commencing benefits prior to Normal Retirement Age. Employees who have earned at least 500 hours in the most recent completed Plan Year and retire prior to age 63 on or after July 1, 2019, will have their benefit reduced by one-half of one percent (1/2%) per month for each month or partial month by which their benefit commences prior to their reaching age 63.

## **20. WHAT IF I BECOME DISABLED?**

If you become permanently and totally disabled (as defined in the Plan), for more than 60 days and have worked in Covered Employment for at least 500 hours and completed at least five (5) years of Service Credits, you will be eligible to receive a monthly disability pension. The amount of your disability benefit is equal to the monthly retirement pension you would have been entitled to at your normal retirement date based on your service credits earned prior to the date your disability began. Disability payments cease at the earlier of the date you are no longer permanently and totally disabled, the date you engage in gainful employment, or the date you refuse to have a medical exam. See the Contract Administrator for more information.



## **21. HOW WILL MY RETIREMENT BENEFITS BE PAID?**

### **Automatic Forms of Pension Payment:**

#### **a. Married Participants:**

The Fund must provide a 50% Joint and Survivor Pension as the automatic form of pension payment for retiring Participants who are married. The basic purpose of the Joint and Survivor Pension is to provide a continued pension to your spouse after your death. This is accomplished by means of a reduction in the amount of your monthly normal retirement payments so that part of your pension can be used to continue payments to your spouse after your death. After your death, your spouse will receive, for the remainder of his or her life, 50% of the reduced monthly payment you were receiving. The amount of the reduction in your monthly payment is based on your age and the age of your spouse at your retirement.

You may acquire further explanatory information on the automatic Joint and Survivor Pension from the Contract Administrator. If you would like to receive an optional form of benefit in lieu of the automatic joint and survivor annuity, you can elect out of the automatic joint and survivor annuity by written request accompanied by your spouse's written notarized consent.

#### **b. Single Participants:**

If you are single and have not requested in writing to receive an optional form of benefit mentioned below and are not receiving a disability pension, you will automatically receive, for your lifetime only, monthly

payments in the full amount of Normal Retirement Pension payments (or in the full amount of Early Retirement Pension payments should you retire early).

If you would like to receive an optional form of benefit in lieu of the Single Life Annuity, you may request in writing to the Trustees to receive your pension payments in one of the optional forms described below.

**c. Optional Ten Years Certain Annuity**

This option provides payment of a reduced amount of monthly pension to you for your lifetime, with the provision that if you die before receiving 120 monthly payments, the balance of these payments will be made either in monthly installments or in a lump sum to your designated beneficiary. If you are married, you must receive written spousal consent before you are entitled to receive this option. For example: Participant A has retired and is receiving \$75 a month under a Ten Years Certain Annuity with his daughter as his designated beneficiary. 98 months after beginning to receive payments, Participant A dies. His daughter will receive the \$75 a month for the next 22 months (120 - 98).

**d. Optional Single Life Annuity:**

If you are married, you may elect out of the automatic Joint and Surviving Spouse Annuity, with written spousal consent, and elect to receive for your lifetime only, monthly payments in the full amount of Normal Retirement Pension payments (or in the full amount of Early Retirement Pension payments should you retire early).

**e. Optional 75% Joint and Survivor**

In lieu of the mandatory 50% Joint and Survivor Pension, the Fund offers an optional 75% Joint and Survivor Pension as the form of pension payment for retiring Participants who are married. The basic purpose of the Joint and Survivor Pension is to provide a continued pension to your spouse after your death. This is accomplished by means of a reduction in the amount of your monthly normal retirement payments so that part of your pension can be used to continue payments to your spouse after your death. After your death, your spouse will receive, for the remainder of his or her life, 75% of the reduced monthly payment you were receiving. The amount of the reduction in your monthly payment is based on your age and the age of your spouse at your retirement.

You may acquire further explanatory information on the automatic Joint and Survivor Pension from the Contract Administrator. If you would like to receive an optional form of benefit in lieu of the automatic joint and survivor annuity, you can elect out of the automatic joint and survivor annuity by written request accompanied by your spouse's written notarized consent.

**f. Trustee's Discretion for Minimum Payments**

If your pension benefit amounts to less than fifty dollars (\$50.00) per month, the Trustees may choose to pay your pension in equivalent quarterly, semiannual or annual payments or in a lump sum in an amount equal to the actuarial equivalent of monthly pension payments; provided however, that if the Trustees elect to make a lump sum distribution of your pension and the value of such lump sum distribution would equal or exceed \$1,000,

your written consent and any applicable spousal consent will be required.

## **22. WHAT IF I DIE BEFORE OR AFTER RETIREMENT?**

### **a. Death before Actual Retirement:**

You should designate a Beneficiary who will be entitled to receive any death benefits under the Plan.

**1. Death Prior to Eligibility for Early Retirement** - If you die after becoming fully vested in the Plan, but prior to becoming eligible for early retirement, your beneficiary or spouse, if you are married, will be entitled to receive a Pre-Retirement Survivor Annuity in an amount actuarially equivalent (calculated as of the first of the month after death) to a fifty percent (50%) survivor annuity that would have been received if you had retired when you were first eligible for an early retirement and elected to receive benefit payments in the form of a Joint & 50% Survivor Annuity.

**(i)** Unless the payment option provided under subsection (ii), below, is selected by your beneficiary or your spouse prior to the first payment of benefits, the initial monthly payment to that beneficiary or spouse, if you are married, will be made as of the first day of the month next following your death, with subsequent monthly payments being made as of the first day of each month thereafter until your beneficiary's or your spouse's death occurs.

**(ii)** If so selected by your beneficiary or your spouse prior to the initial monthly payment under subsection (i) above, your beneficiary or your spouse, if you are married, shall be entitled to defer the initial monthly payment to the first day of the month next following the date upon which you would have been eligible for early retirement, with subsequent monthly payments being made as of the first day of each month thereafter until your beneficiary's or spouse's death occurs.

**2. Death After Eligibility for Early Retirement**

If you die after becoming fully vested in the Plan and after becoming eligible for early retirement, your beneficiary or spouse, if you are married, will be entitled to receive a Pre-Retirement Survivor Annuity equal to a fifty percent (50%) survivor annuity that would have been received if you had retired the day before your death and elected to receive benefit payments in the form of a Joint & 50% Survivor Annuity.

The initial monthly payment to your beneficiary or spouse, if you are married, will be made as of the first day of the month next following the Participant's death, with subsequent monthly payments being made as of the first day of each month thereafter until your beneficiary's or spouse's death occurs.

**b. Death after Retirement:**

If you die after payment of your retirement benefit has begun, your spouse (in the case of a joint and survivor annuity) or beneficiary (if otherwise) may be entitled to receive certain benefits after your death, depending on the method of payment which was selected at the time you retired.

A designation of beneficiary form should be completed as soon as you become a Participant. Completing a designation of beneficiary form for the Carpenters Local No. 491 Health & Welfare Plan is not sufficient. If you fail to designate a beneficiary, the Plan will pay your benefit in the following order: (1) spouse, (2) children, (3) parents, (4) brothers and sisters, (5) next of kin, (6) your estate. See the Contract Administrator for further details on death benefits.

**23. MUST I BEGIN TO RECEIVE BENEFITS AT A CERTAIN TIME?**

Yes. Generally, unless you continue employment with a Participating Employer, you must receive, or begin to receive, your benefits under the Plan no later than age 70 ½. Please see the Contract Administrator for further information on this matter.

**24. WHAT HAPPENS IF I LEAVE COVERED EMPLOYMENT BEFORE I AM ELIGIBLE FOR RETIREMENT?**

Generally, if you terminate employment before you qualify for early or normal retirement, your participation in the Plan will stop. However, if you have completed five years of Vesting Service you will be entitled to receive a retirement pension when you are eligible for an early or normal retirement pension.

**25. CAN I LOSE MY RIGHT TO PENSION BENEFITS?**

Yes, if you leave Covered Employment before you have completed five years of Vesting Service, you will lose or "forfeit" your right to any pension benefits under this Plan.

**26. WHEN DO I HAVE A "VESTED INTEREST"?**

Your entire interest in the Plan will become 100% vested or nonforfeitable at the time you become eligible for early or normal retirement. Otherwise, your interest will become vested according to the following table:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 5	0%
5 or more	100%

For example, if you are credited with 5 or more years of vesting service, your entire interest (100%) in the Plan will be vested. If you are credited with 4 years of vesting service, 0% of your interest in the Plan will be vested.

**27. CAN I LOSE YEARS OF VESTING SERVICE ONCE I HAVE EARNED THEM?**

Generally, no. However, if you have a break in service and are not fully vested, you will lose all of your Vesting Service if the number of your consecutive breaks in service is at least five and equals or exceeds the number of your years of Vesting Service before the break. In other words, if the length of your break is at least five consecutive years and equals or exceeds the period of your service before the break, your previous Vesting Service will not be counted. For example, if you have 4 years of vesting service and

then you have 5 or more consecutive Plan Years without future credit (less than 500 hours) you will have caused a permanent break in service and lost the credit you previously earned. For Service Credit purposes, an employee who incurs a permanent break in service shall, however, be entitled to earn Future Service Credits following his return to Covered Employment.

If you have obtained a fully vested interest and return to Covered Employment following a break in service, you shall retain all previously earned Service Credits.

**28. IF I TERMINATE EMPLOYMENT WITH A VESTED INTEREST, HOW WILL MY INTEREST BE DISTRIBUTED?**

Upon your termination of employment, the Contract Administrator will provide you with a statement of your vested benefits under the Plan and the date at which payment of your benefits will begin, which will usually be age 65.

**29. IS THERE ANY WAY I CAN LOSE A PORTION OF MY VESTED BENEFITS?**

In general, your vested accrued pension cannot be sold, pledged as collateral for a loan, or in any way transferred away from you by you, your Employer or your creditors. However, your accrued pension can be subject to a legally binding Qualified Domestic Relations Order (QDRO) for child support, alimony, or divorce property settlement. The Contract Administrator must honor a court or administrative order that complies with the Plan requirements for a QDRO. The former spouse or child may receive the awarded portion of your accrued pension only after the date you could receive a distribution if you terminated employment. The Fund office has written procedures for determining if a Domestic Relations Order is "qualified." You and



your beneficiaries may obtain, without charge, a copy of such procedures from the Contract Administrator.

**30. CAN I RECEIVE ANY OTHER RETIREMENT BENEFITS?**

Yes. The retirement benefits under this Plan are in addition to benefits you may receive from Social Security or other retirement plans.

**31. MAY I BORROW AGAINST MY PENSION BENEFITS OR ASSIGN MY BENEFITS AS COLLATERAL FOR A LOAN?**

No.

**32. WHO IS RESPONSIBLE FOR ADMINISTERING THE PLAN?**

The Plan is administered by the Trustees. The Trustees determine all questions of eligibility and the status of rights of Participants or beneficiaries. The Trustees prepare rules, regulations and procedures necessary for the proper and efficient administration of the Plan. The Trustees are also responsible for computing the amount of benefits which are payable to any Participant, former Participant or beneficiary, and for determining who is to receive the payments. The Trustees have hired a Contract Administrator who prepares and files all necessary reports with the Internal Revenue Service, the U.S. Department of Labor and other government agencies, as well as reports that are to be provided to Participants.

**33. HOW CAN I TELL HOW MUCH MY PROJECTED BENEFITS UNDER THE PLAN WILL BE?**

Once a year you can request a statement from the Contract Administrator showing your projected retirement benefit at age 65 based on your Service Credits at the end of any Plan Year.

**34. CAN THE PLAN BE CHANGED?**

Yes, the Trustees reserve the right to amend the Plan at any time. However, no amendment can be made which would deprive you of the benefits provided by the contributions already made by Participating Employers except as otherwise permitted by law.

**35. CAN THE PLAN BE TERMINATED?**

Yes, the Trustees do have the right to terminate or end the Plan at any time (subject to the terms of the Collective Bargaining Agreement). However, no termination may divert any part of the Trust Fund to any purpose until all benefits have been provided for. If the Plan is terminated, all Participants' interest will become 100% vested at that time.

**36. CAN ANY ASSETS OF THE PLAN BE RETURNED TO THE PARTICIPATING EMPLOYERS?**

Generally, no. However, the Plan provides that the Employer's contributions for any Plan Year may be returned to the Employers if, because of an error or mistake of fact or law, an Employer contributes more to the Plan for any Plan Year than the amount of the contribution which is required or permitted under the terms of the Plan or the Collective Bargaining Agreement.

**37. IS ANY PORTION OF MY INTEREST INSURED BY THE GOVERNMENT?**

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate per year of service and (2) 75% of the next \$33 monthly payment per year of service. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call PBGC toll-free at 1-800-400-7242 (TTY/TDD users may call the federal relay service toll-free at

1-800-877-8339 and ask to be connected to 1-800-400-7242). Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

### **38. HOW DO I MAKE A CLAIM FOR BENEFITS UNDER THIS PLAN?**

Generally, you will be contacted by the Contract Administrator when you become eligible for benefits. However, if you have not been contacted, you should notify your Employer and the Contract Administrator of your intention to retire or terminate employment. The Contract Administrator will give you a form on which you can make your benefit payment elections. The Contract Administrator has responsibility for determining benefit amounts and authorizing benefit payments.

You will file a "claim for benefits," which is a request for a plan benefit made by a claimant according to the Plan's reasonable procedures for filing benefit claims. Any claim for benefits under this Plan by a Participant or beneficiary (hereinafter claimant) shall be made in writing and mailed, postage-prepaid, to the Contract Administrator.

#### **Initial Claims Decisions**

You will be notified if a claim is wholly or partially denied within 90 days after the receipt of the claim by the Contract Administrator, unless special circumstances require an extension. The extension shall not exceed an additional 90 days.

#### **Notice of Denial**

If you are denied any benefits under this Plan, either in total or in an amount less than the full benefit you would normally be entitled to, the Contract Administrator shall advise the claimant in

writing of the amount of your benefit, if any, and the specific reasons for the denial. The Contract Administrator will tell you:

- The basis of the determination;
- The Plan provisions on which the determination is based;
- Additional information needed, if any, and the reason for such;
- The procedure for review.

**39. DO I HAVE THE RIGHT TO APPEAL IF MY CLAIM FOR BENEFITS UNDER THIS PLAN IS DENIED?**

Yes. If the Contract Administrator determines that you are not entitled to the pension benefits to which you believe you are entitled, within 60 days after receiving the Contract Administrator's notice, you or your duly authorized representative may:

- Make a written request to the Plan's Named Fiduciary for a review of your case;
- Review pertinent documents pertaining to the Plan and the calculation of your benefit;
- Submit arguments and comments in writing to the Plan's Named Fiduciary.

The Plan's Named Fiduciaries will review your case and send a written decision no later than 120 days after receiving your written request for review.

**40. DO I HAVE ANY RIGHTS UNDER FEDERAL LAW AS A PARTICIPANT IN THIS PLAN?**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act

of 1974 (“ERISA”). ERISA provides that all Plan Participants shall be entitled to:

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

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

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

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

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## **Prudent Actions by Plan Fiduciaries**

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

## **Enforce Your Rights**

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

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

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

seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

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

### **41. WHAT ARE THE ACTIONS OF THE TRUSTEES?**

Wherever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and non discriminatory manner. The Trustees shall process a claim for benefits as speedily as is administratively feasible, consistent with the need for adequate information and proof necessary to establish the claimant's benefit rights and to commence the payment of benefits. However, the Trustees shall have the power to interpret, apply and construe all provisions of the Plan in their sole and absolute discretion, and any construction, interpretation and application adopted by the Trustees in good faith shall be binding upon you.



Notwithstanding anything herein to the contrary, the Trustees shall have sole and absolute discretion in determining eligibility and benefits and in interpreting the terms of the Plan. The Trustees also have authority to make factual findings and the Trustees' decision cannot be overturned unless it is determined to be arbitrary and capricious. Arbitrary and capricious for purposes herein under the Plan shall mean "having no foundation."

#### **42. DO I GET CREDIT FOR MILITARY SERVICE?**

If you leave Covered Employment to serve in the Armed Forces of the United States, you will continue to receive service credits under this Plan as required by law. You must, however, apply for reemployment within the time period provided in the law after you complete your service in the Armed Forces. A request for such credit must be made to the Trustees in writing and any evidence required by them to determine your rights must be provided. Your rights upon reemployment in Covered Employment after a period of uniformed service are as set forth in USERRA and Department of Labor and other regulations under USERRA.

In the case of an Employee who dies on or after January 1, 2007, while performing qualified military service, the survivors of the Employee are entitled to any additional benefits (other than benefit accruals relating to the qualified military service) that would be provided had the Employee resumed employment and then terminated employment on account of death. For purposes of determining death benefits, service credits for vesting purposes will be provided for the period of a deceased Employee's qualified military service. A Participant's rights upon reemployment in Covered Employment after his or her period of uniformed service are as set forth in USERRA and Department of Labor regulations. If an Employee would not be entitled to reemployment rights with respect to a Contributing Employer under USERRA if the Employee had applied for reemployment rights immediately before his or her

death, this paragraph does not apply in determining the death benefits to which the Employee's survivors are entitled under the Plan.

#### **43. DO I GET CREDIT FOR MATERNITY OR PATERNITY LEAVE?**

Yes. During the period of the absence, you will be treated as having completed (1) the number of hours that normally would have been credited but for the absence, or (2) if the normal work hours are unknown, eight (8) hours of service for each normal workday during the leave. The total number of hours of service required to be treated as completed for any such period of absence shall not exceed 501 hours.

An individual is deemed to have completed hours of service for maternity or paternity leave for purposes of determining whether a break in service has occurred for participation and for vesting purposes only. This applies to an individual who is absent from work (1) by reason of the pregnancy of an individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child in connection with the adoption of the child by the individual, or (4) for the purpose of caring for the child during the period immediately following the birth or placement for adoption.

#### **44. WHAT HAPPENS IF I RETURN TO WORK AFTER I RETIRE?**

The answer to this question depends upon the type of benefit you are receiving as well as the employment you are engaged in.

**NOTE: YOU ARE REQUIRED TO NOTIFY THE PLAN OFFICE IF YOU RETURN TO COVERED EMPLOYMENT AFTER YOU RETIRE. IF YOU HAVE RETURNED TO COVERED EMPLOYMENT, YOU ARE REQUIRED TO NOTIFY THE PLAN OFFICE WHEN YOU CEASE**

**COVERED EMPLOYMENT SO THAT THE FUND MAY REINSTATE YOUR BENEFIT PAYMENTS IN A TIMELY FASHION.**

If you return to Covered Employment after you retire, your monthly benefit will be suspended for any calendar month in which you are employed forty-one (41) or more Hours of Service or, if you have no hours record, one (1) or more hours on eight (8) or more days in a month of work in the Work Jurisdiction and the Geographic Jurisdiction.

The term “*Work Jurisdiction*” means work in business activities of a type engaged in by any Employer maintaining the Plan involving skills used or learned in Covered Employment or selling, retailing, managerial, clerical, professional occupations, or supervisory activities relating to such skills. The determination of Work Jurisdiction shall be based on Covered Employment under the Plan at your Normal Retirement Date or, if later, at your actual date of retirement.

The term “*Geographic Jurisdiction*” means the State of Maryland and any other state and the balance of any metropolitan area in which work for which contributions to the Plan are required is performed. The Geographic Jurisdiction is limited to the area covered by the Plan on your Normal Retirement Date.

In the event your benefits are suspended as a result of your returning to work, the Plan will notify you in writing to that effect, giving a general description of the Plan provisions relating to the suspension of payments, a copy of such provisions as well as identification of applicable Department of Labor Regulations that may be found in Section 2530.203-3 of the Code of Federal Regulations.

You have the right to appeal the Plan's decision to suspend your benefits using the ERISA claim appeal procedures set forth above in this Summary Plan Description.

In the event you received benefits subsequent to your returning to work and prior to the date the Plan Office notifies you that your benefits will be suspended, the Plan's notice will also advise you of the Plan's intent to offset any suspendible amounts actually paid to you during the period of such employment. The Plan's notice will explain the specific reasons for the suspension of benefits and the suspendible amount which is subject to offset. The Plan's notice will also advise you that your benefit will be reinstated not later than the first day of the third calendar month after the calendar month in which you cease to be employed in suspendible employment and so notify the Plan in writing. The initial benefit payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume, less an offset of 100% of the first scheduled payment and an offset of 25% of any subsequent monthly payments, until such time as the total suspendible amount has been recovered in full by the Plan.

**ACKNOWLEDGMENT OF RECEIPT**

I hereby acknowledge receipt of the SPD for the Carpenters Local No. 491 Pension Plan. I will review the SPD and understand that any conflict between it and the Plan will be resolved by reference to the Plan and I understand that the Plan may be changed from time to time.

_____ Signature of Participant	_____ Date
_____ Signature of Witness	_____ Date





