



# The General Pension Plan

of the International Union of Operating Engineers

## Part I

SUMMARY PLAN DESCRIPTION  
2012





# **INTERNATIONAL UNION OF OPERATING ENGINEERS GENERAL PENSION PLAN I**

**(for Full-Time Officers and Employees of Local Unions and Related  
Organizations of the International Union of Operating Engineers  
in the United States)**

## **SUMMARY PLAN DESCRIPTION**

Effective January 1, 2012

---



## **INTERNATIONAL UNION OF OPERATING ENGINEERS GENERAL PENSION PLAN I**

4115 Chesapeake Street, N.W. Washington, D.C. 20016-4665  
(202)-448-8288  
<http://www.iuoegpp.org>


### **BOARD OF TRUSTEES**

Mr. Louis Rasetta (Chairman)  
Business Manager  
Local Union 4  
16 Trotter Drive  
Medway, MA 02053-2299

Mr. James Kunz, Jr. (Secretary)  
Business Manager  
Local Union 66  
111 Zeta Drive  
Pittsburgh, PA 15238-2811

Mr. William Cagney (Treasurer)  
Business Manager  
Local Union 95  
300 Saline Street  
Pittsburgh, PA 15207-1032

Mr. David Treanor  
Director  
Health Care Initiatives  
International Union of  
Operating Engineers  
1125 17th Street, NW  
Washington, DC 20036



Mr. Brian Cochrane  
Business Manager  
Local Union 115  
4333 Ledger Avenue  
Burnaby, BC V5G 3T3  
Canada

Mr. Keith Linderer  
Business Manager  
Local Union 148  
2929 South Jefferson Avenue  
St. Louis, MO 63118

Mr. Ernest Evans  
Business Manager  
Local Union 612  
1555 South Fawcett Avenue  
Tacoma, WA 98402

### **ADMINISTRATIVE MANAGER**

Christopher J. Hanley

### **PLAN COUNSEL**

John Leary

### **SPECIAL COUNSEL**

O'Donoghue & O'Donoghue, LLP

### **CONSULTANTS AND ACTUARIES**

The Segal Company

### **AUDITOR**

Calibre CPA Group

## **TABLE OF CONTENTS**

<b>LETTER TO PARTICIPANTS .....</b>	<b>6</b>
<b>HIGHLIGHTS OF YOUR PENSION PLAN .....</b>	<b>8</b>
<b>LIFE EVENTS.....</b>	<b>10</b>
Fast Facts	
If You Marry	
If You Divorce or Separate	
If You Die After You Retire	
If You Have a Break in Service	
If You Stop Working after You Are Vested	
If You Stop Working and Are Not Vested	
If You Become Disabled	
Family-Related Leave	
If You Enter the Military	
If You Work Beyond Normal Retirement Age	
If You Retire	
If You Return to Work after Retirement	
If You Die Before You Retire	
Keeping Track of Your Service	
If You Move	
<b>PARTICIPATION IN THE PLAN .....</b>	<b>16</b>
Fast Facts	
Participants in the Plan	
Employees Not Participating in the Plan	
Continuation of Full-Time Status	
<b>CONTRIBUTIONS TO THE PLAN.....</b>	<b>18</b>
Fast Facts	
Sources of Contributions	
Employee Contributions	
Local Union and Related Organization Contributions	
International Contributions	
<b>YEARS OF SERVICE.....</b>	<b>20</b>
Fast Facts	
Importance of Years of Service	
Calculating Service	
Earning a Month of Service	
Vesting	

Past Service Credit for Officers and Employees of Related Organizations  
Credit for Multiple Employment  
Credit for Work in General Pension Plan II Covered Employment  
Credit for Military Service  
Keeping Track of Your Service

**TYPES OF PENSION** ..... 22

Fast Facts  
Pension Types  
Calculating Your Benefit  
Final Average Salary  
Normal Pension Eligibility  
Normal Pension Amount  
Early Retirement Pension Eligibility  
Early Retirement Pension Amount  
Vested Pension Eligibility  
Vested Pension Amount  
Disability Pension Eligibility  
Disability Pension Amount  
Continued Eligibility for Disability Pension  
Loss of Disability Benefits  
Contingent Early Retirement Disability Pension Eligibility  
Contingent Early Retirement Disability Pension Amount  
Effective Date  
Pro-Rata Pension Eligibility  
Pro-Rata Pension Amount  
Withdrawal Benefit Eligibility  
Withdrawal Benefit Amount

**FORMS OF PENSION** ..... 30

Fast Facts  
Standard Form of Pension for Participants Eligible for Joint-and-Survivor  
Benefit Form  
Optional Payment Forms for Participants Eligible for Joint-and-Survivor  
Benefit Form  
75% Joint and Survivor Option  
100% Joint and Survivor Option  
Remarriage as a Pensioner  
Standard Form of Benefit for Unmarried Participants



## **HOW TO CALCULATE YOUR BENEFIT**

### **DEATH BENEFITS ..... 36**

- Fast Facts
- Pensioners
- Active and Deferred Vested Participants
- Preretirement Widow's or Widower's Pension Eligibility
- Preretirement Widow's or Widower's Pension Amount
- Alternative Preretirement Surviving Spouse Benefit
- Reduction Factors
- Election of Alternative Preretirement Surviving Spouse Benefit
- Preretirement death Benefit for Unmarried Participant
- Widow's or Widower's Pension — Disabled Active Employees
- Eligibility
- Amount

### **RETIREMENT AND SUSPENSION OF BENEFITS ..... 42**

- Fast Facts
- Retirement
- Disqualifying Employment
- Before Normal Retirement Age
- After Normal Retirement Age
- Suspension
- Notifications from Plan Regarding Suspension of Benefits
- Notifications from Pensioner Regarding Suspension of Benefits
- Action of Trustees
- Resumption of Payments

### **APPLYING FOR BENEFITS ..... 45**

- Fast Facts
- When to Apply
- What to Submit
- Commencement of Benefits
- Retroactive Annuity Starting Date
- Required Beginning Date

### **GENERAL BENEFIT INFORMATION ..... 47**

- Appeal of Benefit Determination
- Annual Statement
- Minimum Benefit
- Eligible Rollover Distributions
- Qualified Domestic Relations Orders



Designation of Beneficiary	
Assignment of Benefits	
Maximum Benefit Limit	
Minor or Incapacitated Participant or Beneficiary	
<b>GENERAL PLAN INFORMATION</b>	<b>51</b>
Structure	
Administration	
Source of Benefits	
Actions of Board of Trustees	
Requesting Information	
Amendment and Termination	
Pension Guarantees	
Effective Date of the Plan	
Other Information about the Plan	
<b>STATEMENT OF RIGHTS UNDER THE EMPLOYEE</b>	
<b>RETIREMENT INCOME SECURITY ACT OF 1974</b>	<b>54</b>
Receive Information About Your Plan and Benefits	
Prudent Actions by Plan Fiduciaries	
Enforce Your Rights	
Assistance with Your Questions	



## International Union of Operating Engineers General Pension Plan I

4115 Chesapeake Street, N.W.

Washington, D.C. 20016-4665

To all Participants:


We are pleased to provide you with this Summary Plan Description of the Plan of Benefits of the International Union of Operating Engineers General Pension Plan I ("General Pension Plan I"), which covers Full-Time Officers and Employees of Local Unions and Related Organizations of the International Union of Operating Engineers. The Summary Plan Description is designed to help you understand how General Pension Plan I operates, what benefits it provides and how you earn an entitlement to these benefits.

Effective January 1, 2012, the International Headquarters Pension and Beneficiaries Plan of the International Union of Operating Engineers, which covers Employees of the International, merged into the International Union of Operating Engineers General Pension Plan. As a result of that merger, the Plan of Benefits covering Full-Time Officers and Employees of Local Unions and Related Organizations became known as General Pension Plan I, while the Plan of Benefits covering Employees of the International became known as General Pension Plan II. Thus, while the name and structure of the pension plan in which you are a Participant changed, the provisions of that plan and your entitlement to benefits under that plan did not change. **The value of the benefits you accrued before the merger and your entitlement to benefits for work performed for a Local Union or a Related Organization after the merger remain the same.**

Unless otherwise indicated, the provisions summarized in this booklet apply to Participants working in Covered Employment with a Local Union or Related Organization on or after January 1, 2012. Participants who ceased working for a Local Union or Related Organization prior to that date are covered by the terms of the Plan of Benefits in effect as of that date.

This Summary Plan Description should give you a clear understanding of how General Pension Plan I works. In addition, upon request to the Plan Office, you have the right to receive a copy of the Plan of Benefits, which is the official text of General Pension Plan I. Also please keep in mind that how these rules apply to you will depend on a number of factors, including when you began participating in this plan, when you stopped participating and when changes to the Plan of Benefits have been made. If you have any questions about your individual circumstance, you should contact the Plan Office.

Be sure to read the Summary Plan Description and keep this copy for your records. It contains information that will be very important in future years as you plan for retirement.



Please remember that only the Board of Trustees and the Plan Office have the authority to give you information about General Pension Plan I and your entitlement to benefits from it.

Please note this Summary Plan Description is just that – a summary of the Plan of Benefits of General Pension Plan I. In the event there is any conflict between the Summary Plan Description and the Plan of Benefits, the terms of the Plan of Benefits will govern.

Very truly yours,

Board of Trustees



## **HIGHLIGHTS OF YOUR PENSION PLAN**

IUOE General Pension Plan I is a retirement benefit program that rewards service as an Officer or Employee of a Local Union or Related Organization of the International Union of Operating Engineers. For General Pension Plan I, work for a Local Union or Related Organization is known as Covered Employment. Eligible Plan Participants may earn the right to a pension, meaning they will receive a monthly payment when they retire. This payment is referred to as a “pension benefit.”

In general, you are eligible to participate in General Pension Plan I on your first day of Full-Time employment with a Local Union or Related Organization. For those who meet the requirements, participation in the Plan is mandatory. More information about participation can be found on page 18.


As a Participant, you are not required to contribute to the General Pension Plan. It is funded by contributions from your Local Union or Related Organization and from the International. Contributions are explained in detail on page 20.

The years that you work for a Local Union or Related Organization are known as Years of Service. They are used to determine both your eligibility for a pension and the amount of the pension you will receive. Once you have earned five Years of Service, you will be considered “vested” in General Pension Plan I. That means you are guaranteed a benefit even if you later stop working for a Local Union or Related Organization. See page 22 for information about Years of Service and Vesting.

Your Salary is used to determine both the amount of contributions made on your behalf and the amount of the benefit you will receive. General Pension Plan I defines Salary as the gross wages paid to you by a Local Union or Related Organization, and does not include overtime, expense reimbursement, expense allowances or bonuses. For purposes of both contributions and benefit calculations, Salary is limited to a maximum of \$80,000 a year, even if you earn more.

If you began work for a Local Union or Related Organization before January 1, 1999, your Normal Retirement Age is age 60. If you began work on or after that date, your Normal Retirement Age is the later of age 65 or five years of participation in General Pension Plan I.

Your age, Years of Service and even your health may determine the type of pension you’ll receive when you retire. A standard pension, called the Normal Pension, is payable to you if you retire at age 60 and have at least five Years of Service. See page 25 for more information. You will also be entitled to a Normal Pension if you reach General Pension Plan I’s Normal Retirement Age while working in Covered Employment.



If you have at least nine Years of Service by the time you reach age 55, you qualify for an Early Retirement Pension. See page 26 for more information.

If you are vested in General Pension Plan I, you will be entitled to receive a Vested Pension. You can begin receiving it at age 55 if you have at least nine Years of Service, or at age 60 if you have at least five Years of Service. See page 27 for more information.

If you become permanently and totally disabled after you have at least five Years of Service, you can qualify for a Disability Pension, regardless of your age. See page 28 for requirements.

When you retire, your benefit will be paid according to your marital status. If you are married, you will receive a monthly benefit for your life. If you should die first after having been married for at least one year, your spouse will get a monthly benefit for life in the amount of 50% of the benefit that had been paid to you. Even though this benefit will be paid out to you and your spouse if you die first, the monthly amount payable to you is not reduced. See page 32 for more information about this benefit form. You may also elect to take a reduced benefit so that if you die first, your spouse would receive 75% or 100% of the benefit that had been paid to you. See page 33 for information about these payment options for married Participants.

If you are single when you retire, your benefit will be paid as a monthly annuity for your life. See page 34 for information about death benefits for your survivors.

You can calculate the basic amount of your Pension Benefit if you know your Final Average Salary and your Years of Service. There is a worksheet on page 35 to help you.

## **LIFE EVENTS**

At certain times in your life, you may experience events that can affect your pension entitlement. These events include marriage, divorce or stopping work.

### **FAST FACTS**

- *Generally, if you experience a life event you should notify the Plan Office.*
- *A break in service puts you at risk of losing the Years of Service you've earned if you are not already vested.*
- *If you work after you start receiving a pension, you should contact the Plan Office to find out whether your work will be considered Disqualifying Employment. Such work may cause your pension payments to be suspended.*

### **IF YOU MARRY**

When you are legally married, certain Plan rules apply to you and your spouse. For instance, being married will affect the form of pension you receive from the Plan. Also, your spouse may be eligible for a benefit from the Plan if you should die first.

If you marry before you retire, your standard form of payment for your pension is the 50% joint-and-survivor annuity payable over the life of you and your spouse. It provides that you will receive a benefit for your life, and if you die first, your spouse will then receive for life a benefit of 50% of the amount that had been payable to you (as long as you were married for at least one year prior to your death). You should know that the amount of this benefit is not reduced even though it is paid out over two life spans.

At retirement, instead of the standard 50% joint-and-survivor annuity, you can elect either a 75% Joint-and-Survivor Pension or a 100% Joint-and-Survivor Pension. These optional forms give a greater monthly benefit to your spouse if you die first. If you elect either the 75% or 100% option, your monthly benefit will be reduced to compensate for the greater spousal benefit.

If you get married after you retire, your new spouse is eligible for a surviving spouse benefit from the Plan. To be eligible, you and your spouse must have been married for at least one year prior to your death, provided that you are not survived by a previous spouse to whom you were married when you began receiving a pension from the Plan and who is entitled to receive a benefit.

## **IF YOU DIVORCE OR SEPARATE**

If you get divorced or separated either before or after retirement, it is possible for you and your spouse to establish a Qualified Domestic Relations Order ("QDRO"). Under the terms of a QDRO, all or a portion of your pension benefit could be assigned to your spouse, former spouse, child or other dependent.

It is the responsibility of the Plan to determine whether a domestic relations order issued by a court or a child support order meets the requirements for a QDRO. A copy of General Pension Plan I's QDRO procedures is available from the Plan Office. You may request a copy of these procedures at no charge.

If you divorce after your pension payments have begun in the form of a joint-and-survivor pension, payments will continue in effect and surviving spouse benefits will be paid to your former spouse if you die first.

## **IF YOU DIE AFTER YOU RETIRE**

If you are married and you die while you are receiving a Pension Benefit, your spouse will receive 50%, 75% or 100% of the amount you were receiving prior to your death, depending on the payment elections that you make at retirement. See pages 32-33 for more information on your choices at retirement.


If you are not married when you die, and you worked in Covered Employment prior to January 1, 2000, your designated beneficiary may be eligible to receive a payment from the Plan. This payment would be the sum by which your Accumulated Contributions exceeds the amount of Pension Benefits you received prior to your death. If you have already received more Pension Benefits than the amount of your Accumulated Contributions, then no benefit would be payable upon your death. Your Accumulated Contributions are any employee contributions made to the Plan prior to January 1, 2000, along with interest on these amounts.

In addition, your designated beneficiary may receive the final monthly benefit payable to you at the time of your death.

## **IF YOU HAVE A BREAK IN SERVICE**

A break in service applies only to non-vested Participants, meaning employees who have fewer than five Years of Service. If you have a break in service, you are at risk of losing the Years of Service that you have accumulated through work in Covered Employment.

There are two types of breaks in service: a one-year break in service and a permanent break in service. You incur a one-year break in service if you do not complete more than 500 hours of service in Covered Employment within one



calendar year. If you have a one-year break in service, you will lose the Years of Service that you have accumulated unless you repair the break by working at least 1000 hours in the year you return to Covered Employment. Repairing the break in service will restore your previously lost Years and months of Service.

If you have five consecutive breaks in service (because you fail to receive credit for 501 hours of service each year for five consecutive years and the number of consecutive breaks in service was equal to or greater than your number of Years of Service when the break in service began), you will have incurred a permanent break in service.

If you have a permanent break in service, your Years of Service will be cancelled unless you repair the break by working at least three continuous Years of Service (working at least 1000 hours a year) when you return to work in Covered Employment.

### **IF YOU STOP WORKING AFTER YOU ARE VESTED**

Once you are vested in the Plan, you cannot lose the Years of Service that you've earned, so you cannot incur a permanent break in service. If you leave Covered Employment after you are vested in the Plan, you are entitled to a Vested Pension. It will be payable at Early Retirement Age if you have at least 9 Years of Service. If you are vested with less than nine Years of Service, this benefit will be payable when you reach age 60.

To protect your benefit rights when you leave Covered Employment after becoming vested, you should stay in contact with the Plan Office. Arrangements will be made to furnish you with a statement of your benefit rights. In that case, the Plan will also file a notice with the government so that the Social Security Administration can remind you at a future time of your Vested Pension rights.

### **IF YOU STOP WORKING AND ARE NOT VESTED**

If you are not vested in the Pension Plan when you leave Covered Employment, you are not eligible for a pension from the Plan; however, if you made required employee contributions to the Plan prior to January 1, 2000, you are eligible for a Withdrawal Benefit. For the details on this benefit, see page 31.

### **IF YOU BECOME DISABLED**

If you become disabled before you reach Normal Retirement Age, you may be eligible to receive a Disability Pension from this Plan. You are entitled to retire with a Disability Pension if you have at least five Years of Service and become totally and permanently disabled while actively working in Covered Employment under General Pension Plan I. You will be recognized as permanently and totally disabled only if you have been awarded Social Security Disability Benefits in connection with Old Age and Survivors' Insurance Coverage.





The Plan also offers a Contingent Early Retirement Disability Pension. You may be eligible to receive it if you have reached the Plan's earliest retirement age (55) and you have a pending application for Social Security Disability Benefits.

For more information about the Disability Pension and the Contingent Early Retirement Disability Pension available from this Plan, refer to page 29.

## **FAMILY-RELATED LEAVE**

If you are absent from Covered Employment due to maternity or paternity-related reasons as described below, you will be credited with up to 501 Hours of Service for the 12-month period following the date in which you stop working, so that you will not incur a break in service for that period. These Hours of Service will ordinarily be credited to the calendar year in which you stopped working. However, if you already have enough hours of service in that calendar year to prevent a break in service, they will be applied to the next calendar year.

Maternity or paternity absence is an absence due to one of the following reasons:

- the birth of your child; or
- placement of a child with you in connection with the adoption of the child,
- your pregnancy; or
- care of a newborn or adopted child beginning immediately after birth or placement.

In order that you receive credit for these Hours of Service, you should contact the Plan Office in advance of when you take family-related leave.

## **IF YOU ENTER THE MILITARY**

You may be eligible under federal law to receive Years of Service for time spent in the Armed Forces, provided you leave Covered Employment for service in the Armed Forces and make yourself available to return to Covered Employment within the time required by federal law. Any credit for military service that you receive would apply to both your eligibility for benefits and the amount of benefits you would earn. You should contact the Plan Office to obtain additional information about your entitlement to such credit.

## **IF YOU WORK BEYOND NORMAL RETIREMENT AGE**

You are not required to begin receiving retirement benefits when you reach the Normal Retirement Age of General Pension Plan I. If you are no longer working in Covered Employment under General Pension Plan I, you must begin to receive your pension no later than the April 1st following the calendar year in which you reach age 70½. If you are still working in Covered Employment when you reach that age, you can choose to start getting your pension then, but you are not required to do so. If you don't elect to get your pension at that time, your Required Beginning Date will be the April 1st following the calendar year in which you stop working in Covered Employment with General Pension Plan I.

## **IF YOU RETIRE**

When you have decided to retire, contact the Plan Office to request an application package. You'll want to submit your application at least 12 weeks before your planned retirement date so that your payments will start when you retire. You can find details about how to apply for your Pension Benefit on page 47.

You should review this handbook so that you are familiar with your payment options, your pension amount and the benefits that are available to your spouse or survivor in the event of your death.

## **IF YOU RETURN TO WORK AFTER RETIREMENT**


In some instances, your pension may be suspended if you work in Disqualifying Employment after you have begun receiving a benefit. For details, see page 44.

## **IF YOU DIE BEFORE YOU RETIRE**

If you are not married or have been married for less than one year at the time of your death, your designated Beneficiary will be eligible to receive your Accumulated Contributions, which are any required employee contributions you made to the Plan prior to January 1, 2000, along with interest on these amounts. If you do not have any Accumulated Contributions, there is no further benefit paid from the Plan on your death.

If you are married for at least one year at the time of your death and have not retired, your surviving spouse will be entitled to receive the Widow or Widower's Pension for Active and Inactive Vested Participants. This benefit pays your spouse 50% of the amount you would have received if you had started receiving a pension the day before you died.

As an alternative to the Widow or Widower's Pension for Active and Inactive Vested Participants, you may elect the Alternative Preretirement Surviving Spouse Benefit.



This option allows you to elect for your spouse a benefit of either 75% or 100% of the amount that would have been payable to you if you had started receiving a pension the day before your death. When you elect a higher benefit amount for your spouse, your total benefit is reduced to accommodate the adjustment in benefit. For details on this alternative benefit, see page 40.

You can elect the Alternative Preretirement Surviving Spouse Benefit only within certain specified time periods, including the six-month period following your date of hire and certain other events, including marriage. For details on this benefit and the applicable election periods, see page 42.

## **KEEPING TRACK OF YOUR SERVICE**

You will automatically receive an annual statement from the Plan Office setting forth your status under General Pension Plan I including your Years of Service and whether or not you are vested.

## **IF YOU MOVE**

If you move to a new address, keep in touch! Let the Plan Office know of your new address so that you will continue to receive information concerning your rights under the Plan.

## **PARTICIPATION IN THE PLAN**

### **FAST FACTS**


- *To start earning your pension, you must be a Participant in General Pension Plan I.*
- *Full-time salaried officers and employees of a Local Union affiliated with the IUOE participate in the Plan beginning on their first date of employment. You may also be eligible to participate in General Pension Plan I if you work for a Related Organization that has met the requirements for participation.*
- *You are covered by General Pension Plan I if you meet the definition of a Participant (see below). If you meet this definition, then you must participate in the Plan starting with your first day in Covered Employment.*
- *The months that you spend working in Covered Employment while you are participating in General Pension Plan I will count toward your eligibility to receive benefits under the terms of the Plan of Benefits.*

### **PARTICIPANTS IN THE PLAN**

You become a Participant if you are a Full-Time Salaried Officer or Employee of either a Local Union affiliated with the International Union of Operating Engineers or a Related Organization that has met the requirements for participation in General Pension Plan I. If you are doing such work for a Local Union or a Related Organization, you are working in what is known as Covered Employment. In addition to individuals working as described above, a Participant is also a Pensioner or a former Officer or Employee who has become vested in General Pension Plan I.

A Related Organization is any jointly administered apprenticeship program, welfare plan, pension plan or any other program or organization to which a Local Union or the International is a party and which has been accepted for participation by the General Pension Plan Board of Trustees. For all such Related Organizations which have been accepted for participation in the Plan, all of their Full-Time Officers and Employees must participate unless they are covered by a collective bargaining agreement which excludes them from participation in the Plan as a result of good-faith bargaining.

You are considered a Full-Time Officer or Employee if you work for a Local Union or a Related Organization at the rate of at least 20 hours per week for which Salary is paid by a Local Union or participating Related Organization. The only exception to this is if your employment will be temporary and you will work less than 1,000 hours in the year.



An Officer is a person who is elected or appointed to an official position of a Local Union in accordance with the Constitution of the International or a person who is elected or appointed to an official position of a Related Organization. An Employee is a person who renders services directly to, and receives compensation from, a Local Union or Related Organization.

If you are a Full-Time Officer or Employee who meets these requirements, you must be covered by General Pension Plan I beginning on your first date of employment. The only exception to this requirement is described immediately below.

### **EMPLOYEES NOT PARTICIPATING IN THE PLAN**

You are not a Participant in General Pension Plan I if you not working in Covered Employment. Also, even if you are working for a Local Union or a Related Organization, if you are represented by another union and are excluded from participation in the Plan by a collective bargaining agreement that was the product of good-faith bargaining, you will not be a Participant in General Pension Plan I.

### **CONTINUATION OF FULL-TIME STATUS**

Once you are recognized as a Full-Time Officer or Employee for purposes of participation in the Plan, you will keep this status as long as you work in Covered Employment. Therefore, even if your hours of work decline below the level of Full-Time, you will continue to be a Participant in General Pension Plan I.

## **CONTRIBUTIONS TO THE PLAN**

### **FAST FACTS**

- *The General Pension Plan is funded by contributions from your Local Union or Related Organization and the International Union.*
- *Contributions by Local Unions and Related Organizations are a percentage of your annual Salary.*
- *Employees are no longer required to contribute to the General Pension Plan.*

### **SOURCES OF CONTRIBUTIONS**

Contributions to the General Pension Plan currently come from three sources—Local Union contributions, Related Organization contributions and International contributions. Prior to January 1, 2000, employee contributions were also required.

In determining the amount of contributions, under the Plan of Benefits of General Pension Plan I, Salary does not include overtime, reimbursement for expenses, expense allowances or bonuses.

### **EMPLOYEE CONTRIBUTIONS**


For periods before January 1, 2000, Participants were required to make contributions at the rate then set in the General Pension Plan. Effective for hours worked on or after January 1, 2000, there is no requirement for Participants to contribute a portion of their annual Salary to the Plan. If you participated in the General Pension Plan prior to 2000, you are always 100% vested in your employee contributions.

### **LOCAL UNION AND RELATED ORGANIZATION CONTRIBUTIONS**

Your Local Union or Related Organization contributes at a percentage of your annual Salary, up to a maximum annual salary of \$80,000. The current contribution rate is 13.75% of Salary. Effective for work performed starting January 1, 2013, this rate will increase to 15% of Salary, with this amount increasing to 16.25% effective for work performed starting January 1, 2014. The General Pension Plan's Board of Trustees determines the employer contribution rate.

### **INTERNATIONAL CONTRIBUTIONS**

Under its Constitution, the International may transfer to the Plan a portion of the monthly per capita tax paid by Local Unions to the International. The Constitution authorizes the General Executive Board of the International to determine the



amount to be transferred. The International also contributes to the General Pension Plan on behalf of Employees of the International, who are covered by General Pension Plan II.

## YEARS OF SERVICE

### FAST FACTS

- *Your Years of Service are counted to determine your eligibility for a pension when you apply for benefits.*
- *Years of Service are also used to calculate the amount of your pension.*

### IMPORTANCE OF YEARS OF SERVICE

Years of Service are used to determine both your eligibility for a benefit from General Pension Plan I and the amount of that benefit. This section discusses how you earn Years of Service in General Pension Plan I.

### CALCULATING SERVICE

Your Years of Service are calculated by dividing the total months of Service earned in General Pension Plan I by twelve.

***For example, if you work an entire year in Covered Employment (12 months), you have earned one Year of Service ( $12/12 = 12$ ). If you work six months in the year, you have earned  $\frac{1}{2}$  of a Year of Service ( $6/12 = 0.5$ ).***

### EARNING A MONTH OF SERVICE

Generally, you earn a Month of Service for each month or part of a month in which you work in Covered Employment as a Full-Time Officer or Employee of a Local Union or Related Organization from which you receive a Salary.

### VESTING

Once you have earned five Years of Service, you will be vested in General Pension Plan I. When you are vested, you are entitled to a pension when you retire, even if you then stop working in Covered Employment. Also, if you worked prior to January 1 2000, and therefore made employee contributions to the Plan, you are always vested in those contributions.



## **PAST SERVICE CREDIT FOR OFFICERS AND EMPLOYEES OF RELATED ORGANIZATIONS**

If you were an Officer or Employee of a Related Organization that began participation in the General Pension Plan on or after August 1, 1993, you may be eligible to receive Years of Service for work performed prior to the Related Organization's participation. At the time it began to participate in the Plan, each Related Organization was given the opportunity to make a payment and thereby have its Officers and Employees receive Years of Service for work performed with the Related Organization prior to when it became a Participating Employer. Such Years of Service would count for purposes of both becoming eligible for a benefit and the amount of the benefit. You should check with the Plan Office if your Related Organization elected to obtain Past Service Credit for its Employees.

## **CREDIT FOR MULTIPLE EMPLOYMENT**

For crediting Years of Service, if you work for more than one Local Union or Related Organization, this multiple employment will be combined as though you worked for one Participating Employer.

## **CREDIT FOR WORK IN GENERAL PENSION PLAN II COVERED EMPLOYMENT**

Some Participants in General Pension Plan I may also work or have worked in Covered Employment in General Pension Plan II (work as an Employee of the International). That service in General Pension Plan II will be counted in determining Vesting status in General Pension Plan I. Such employment with the International will be credited only for purposes of determining whether you are vested in a pension from General Pension Plan I. The amount of your pension will be based solely on your Years of Service with General Pension Plan I.

## **CREDIT FOR MILITARY SERVICE**

You may be eligible under federal law to receive Years of Service for time spent in the Armed Forces, provided you leave Covered Employment for service in the Armed Forces and make yourself available to return to Covered Employment within the time required by federal law. Any credit for military service that you receive would apply to both your eligibility for benefits and the amount of benefits you would earn. You should contact the Plan Office to obtain additional information about your entitlement to such credit.

## **KEEPING TRACK OF YOUR SERVICE**

You will automatically receive an annual statement from the Plan Office setting forth your status under the Plan including your Years of Service and whether or not you are vested.

## **TYPES OF PENSION**

### **FAST FACTS**

- *General Pension Plan I provides six different types of pensions.*
- *You will qualify for a Normal Pension if you are vested with at least five Years of Service, you reach age 60 and you were employed as a Full-time Salaried Officer or Employee on or after January 1, 1988.*
- *Your pension amount is based on three components: your Final Average Salary, your Years of Service and a multiplier of 3% for the first 20 Years of Service and 2% for each additional Year of Service.*

### **PENSION TYPES**

General Pension Plan I provides six types of pensions:

- Normal Pension
- Early Retirement Pension
- Vested Pension
- Disability Pension
- Contingent Early Retirement Pension
- Pro Rata Pension

Each pension has its own distinct eligibility requirements. The type of pension for which you qualify will determine how your benefit is calculated.

For any Participant who made required employee contributions prior to January 1, 2000, General Pension Plan I also offers a Withdrawal Benefit payable in a lump sum. Information about eligibility for this benefit and the amount of the benefit are discussed at the end of this section.

### **CALCULATING YOUR BENEFIT**

Determining the exact amount of your pension will involve a number of factors, some of which may not be known until you actually retire. This section provides general information about how your benefits are calculated. Of course, the Plan Office will provide you with detailed calculations, along with the opportunity to review and discuss those calculations, during the retirement application process.

### **FINAL AVERAGE SALARY**

A key concept in determining your pension amount is Final Average Salary. For purposes of calculating the value of your pension, Final Average Salary means

the average of the highest consecutive 36 months of Salary paid to you by a Contributing Employer in the 10-year period immediately before your termination of work in General Pension Plan I Covered Employment. In making this calculation, salary is limited to \$80,000 for any calendar year.

**EXAMPLE:** The chart below shows Tom's salary history in the 10-year period before he retired on December 31, 2011.

For the Year	Salary for 12-Month Period
2002	\$50,000
2003	\$52,000
2004	\$53,000
2005	\$55,000
2006	\$57,000
2007	\$59,000
2008	\$61,000
2009	\$63,000
2010	\$65,000
2011	\$67,000

The last 36 consecutive months of Tom's employment were his highest paid. So, to find his Final Average Salary, Tom adds those 36 months (shown in 12-month periods) and divides by three.  $\$63,000 + \$65,000 + \$67,000 = \$195,000 / 3 = \$65,000$ . Tom's Final Average Salary is \$65,000.

## NORMAL PENSION ELIGIBILITY

You are eligible to receive a Normal Pension if:

- you have reached 60 years of age; and
- you have at least five Years of Service.

## NORMAL PENSION AMOUNT

The amount of your Normal Pension may vary depending on when your Years of Service were earned.

If you fit into any of the following three classes:

- You began work in Covered Employment on or after July 1, 1991;
- You were a Full-Time Officer or Employee between July 1, 1991 and December 31, 1992;

- You ceased employment as a Full-Time Officer or Employee before January 1, 1993, then returned to work as a Full-Time Officer or Employee and earned at least one full Year of Service;

then the amount of your monthly Pension Benefit will be equal to 1/12 of 3% of your Final Average Salary, multiplied by Years of Service up to 20 years, plus 1/12 of 2% of your Final Average Salary multiplied by each Year of Service in excess of 20 years.

***For example, if you worked 35 years, your Final Average Salary was \$60,000 and you last worked in covered employment in 2011, your benefit would be:***

$1/12 \times (.03 \times 60,000) \times 20 \text{ years of service} = \$3,000.00$

***Plus***

$1/12 \times (.02 \times 60,000) \times 15 \text{ years of service} = \$1,500.00$

**A total monthly Pension Benefit of \$4,500.00**

If you stopped working in Covered Employment prior to January 1, 2012, then this Summary Plan Description does not apply to you. In that case, the amount of your monthly Pension Benefit may be different than shown above and will be calculated according to the terms of the Plan of Benefits in effect when you terminated employment. However, under certain circumstances, you may be entitled to have your benefits calculated according to the formula discussed above. You should check for further information about this point with the Plan Office.

## **EARLY RETIREMENT PENSION ELIGIBILITY**

You are eligible to receive an Early Retirement Pension if:

- you are 55 years of age; and
- you have at least nine Years of Service.

## **EARLY RETIREMENT PENSION AMOUNT**

The amount of the Early Retirement Pension is determined on the same basis as the Normal Pension, but this figure is then adjusted to take into account the earlier age at retirement and the longer period over which the benefits will be payable.

The adjustment is made in accordance with the following table:

<b>If you are this age when you retire</b>	<b>Your Normal Pension is multiplied by this percentage</b>
59	99%
58	97%
57	94%
56	90%
55	85%

***For example, suppose you would be entitled to receive a Normal Pension of \$2,000 a month if you were age 60, but you decide to retire at age 58. Since you are two years younger than age 60, you will receive 3% less than you would at age 60. Your Early Retirement Pension amount would be \$1,940 per month (\$2,000 x 97% = \$1,940).***

## **VESTED PENSION ELIGIBILITY**

You are eligible to receive a Vested Pension if you leave Covered Employment after gaining a nonforfeitable entitlement to benefits.

You may receive this benefit at age 55 or later if you:

- were a Full-Time Salaried Officer or Employee who stops working in General Pension Plan I Covered Employment after completion of either at least nine Years of Service or five months of Service in each of ten calendar years after July 1, 1956; and
- worked at least three months in General Pension Plan I Covered Employment after May 1, 1976.

You may receive this benefit at age 60 if you:

- were a Full-Time Salaried Officer or Employee who stops working in General Pension Plan I Covered Employment after completion of either at least five Years of Service or five months of Service in each of five calendar years; and
- worked in Covered Employment after January 1, 1988.

## VESTED PENSION AMOUNT

If you commence receipt of the Vested Pension before age 60, the amount of your pension benefit will be the same as the Early Retirement Pension.

If you commence receipt of the Vested Pension after you have reached age 60, the amount of your Pension Benefit will be the same as the Normal Pension.

***For example: Let's say you terminated Covered Employment in January, 2012 at age 45 after 15 Years of Service. At the time you stopped working, your Final Average Salary was \$48,000 a year. If you waited until age 60 to begin receiving your benefit, you would receive a benefit of 45% of \$48,000 or \$21,000 a year - \$1,800 a month.***

***Of course, given your number of Years of Service, you could elect to start receiving the Vested Pension at any time once you reach age 55. In that case, your benefit amount would be reduced by a percentage for each year that you are younger than age 60 when benefits start.***

***If you could receive a benefit of \$1,800 a month at age 60, you would receive 15% less at age 55, or \$1,530 a month for life ( $\$1,800 \times 85\% = \$1,530$ ).***

## DISABILITY PENSION ELIGIBILITY

You are entitled to retire with a Disability Pension if you have at least five Years of Service and become totally and permanently disabled while actively working in General Pension Plan I Covered Employment. You will be recognized as permanently and totally disabled only if you have been awarded Social Security Disability Benefits for a disability that is considered permanent.

## DISABILITY PENSION AMOUNT

The amount of the Disability Pension is the benefit you had accrued when you ceased working in Covered Employment, with this sum payable as if you had reached General Pension Plan I's Normal Retirement Age when you went into pay status. Thus, even though you may start to receive this benefit before your Normal Retirement Age, you will not have the benefit amount reduced for doing so.

The Effective Date of the Disability Pension will be the later of when the Participant stopped working in Covered Employment or when the Social Security Administration determined there to be the onset of disability. If the Participant's Effective Date is before when he started to receive benefits, he will be entitled to a lump sum payment in the amount of his monthly benefit multiplied by the number of months between the Effective Date and the commencement of benefit payments.

## CONTINUED ELIGIBILITY FOR DISABILITY PENSION

To remain eligible for a Disability Pension, you must continue to be permanently and totally disabled. The Board of Trustees may periodically require you to provide evidence of continued entitlement to Social Security Disability Benefits. Your Disability Pension will be paid so long as the disability continues during your lifetime. If you lose your entitlement to the Social Security Disability Benefit before you reach 60 years of age, you must report this fact to the Plan Office within 21 days of when you received notice of it from the Social Security Administration.

## LOSS OF DISABILITY BENEFITS

Your Disability Benefit will be discontinued upon the earliest of any of the following:

- you lose entitlement to your Social Security Disability Benefit (although your Disability Benefit from General Pension Plan I may continue during an appeal of the loss of the benefit if you have filed an appeal with the Social Security Administration and provide medical proof satisfactory to the Board of Trustees that the appeal is being made in good faith); or
- you withdraw your appeal of loss of benefits to the Social Security Administration; or
- you lose your entitlement to a Social Security Disability Benefit for more than an 18-month period; or
- an Administrative Law Judge upholds the determination of the Social Security Administration that you are not entitled to benefits; or
- you return to work for which you receive compensation and which is not for therapeutic purposes.

You must notify the Plan Office within 21 days of any of the above occurrences.

## CONTINGENT EARLY RETIREMENT DISABILITY PENSION ELIGIBILITY

Upon application, you are eligible to receive a Contingent Early Retirement Disability Pension if you are eligible to receive an Early Retirement Pension and if you also have applied for a determination of disability from the Social Security Administration.

## CONTINGENT EARLY RETIREMENT DISABILITY PENSION AMOUNT

The amount of the Contingent Early Retirement Disability Pension is the same as the Early Retirement Pension based on your Years of Service and Final Average Salary at the time you stopped working in Covered Employment.

## EFFECTIVE DATE

The Contingent Early Retirement Disability Pension will be effective during the period that you await the Social Security Administration's determination of your application for Disability Benefits. If the Social Security Administration later determines you to be disabled, your Pension will convert to a Disability Pension. The effective date of this conversion will be the later of the date you ceased receiving compensation for work in Covered Employment or the date as of which the Social Security Administration determined you to be disabled. The amount you receive will include a lump sum payment to make up the difference between the amount paid as a Contingent Early Retirement Pension and what you are entitled to going back to the effective date of the Disability Pension.

***For example: Adam is age 55 with 20 Years of Service, and his Final Average Salary is \$50,000 when he becomes disabled. He applies for a disability determination from the Social Security Administration. While he's waiting to find out about his determination from Social Security, Adam applies for and receives a Contingent Early Retirement Benefit, based on the calculation for an Early Retirement Benefit.***

***His benefit amount is based on the Normal Pension amount, multiplied by 85% to account for the early retirement reduction for Adam's age.***

$1/12^{\text{th}}$  of  $3\% \times \$50,000 \times 20$  years of service = \$2,500

$\$2,500 \times .85\%$  (age reduction) = \$2,125

Adam's contingent Early Retirement Benefit is \$2,125 per month.

Three months later, Adam receives his determination from the Social Security Administration. His pension converts to a Disability Pension, which does not reduce the benefit amount if it commences before Normal Retirement Age. His future monthly benefit will be:

$1/12^{\text{th}}$  of  $3\% \times \$50,000 \times 20$  years = \$2,500

In addition, Adam will receive a lump sum payment to make up for the three-month period during which he received the lesser amount.

## PRO-RATA PENSION ELIGIBILITY

The Plan provides the Pro-Rata Pension for Participants who do not have enough Years of Service in the Plan to be eligible for a benefit and who have worked in employment covered by another Operating Engineers pension plan which has signed the Pension Reciprocity Agreement for Operating Engineers Pension Funds ("Related Plan").



To be eligible for a Pro-Rata Pension, a Participant must meet the following requirements:

- He is not working in Covered Employment nor in employment covered by a Related Plan.
- He has at least one Year of Service in General Pension Plan I.
- He does not have enough Years of Service in General Pension Plan I to be eligible for a benefit.
- He would be eligible for a benefit from the Plan if his Years of Service with a Related Plan were combined with Years of Service in the Plan.

## PRO-RATA PENSION AMOUNT

The amount of the Pro-Rata Pension will be based on Years of Service in the Plan.

*For example: Michael earned two Years of Service in the Plan, and then went to work for three years with an employer signatory to a bargaining agreement with an IUOE local union which maintained a pension plan and which had signed the Pension Reciprocity Agreement for Operating Engineers Pension Funds. He has now retired. His three years in the Related Plan can be combined with his two Years of Service in the Plan to make him eligible for a Pro-Rata Pension. His benefit amount from the Plan will be based on his two Years of Service with it.*

## WITHDRAWAL BENEFIT ELIGIBILITY

The withdrawal benefit is applicable only to Participants who made required employee contributions prior to January 1, 2000. If you never made employee contributions to the Plan, you have no Accumulated Contributions that are the basis for this benefit. This benefit would be payable in a lump sum if you left Covered Employment before you were Vested in the Plan. It would be payable only if you elected to receive it. If you elected to receive your Withdrawal Benefit and later return to work in Covered Employment, you can choose to repay the Plan the amount you received plus interest at the rate to be determined by the Plan. If you do repay your Withdrawal Benefit, those Years of Service covered by the Withdrawal Benefit will be restored to you and will count for purposes of both your eligibility for a Pension and the amount of that Pension. You can contact the Plan Office for more information

## WITHDRAWAL BENEFIT AMOUNT

The amount of this benefit would be the amount of your Accumulated Contributions, which is made up of the amount of your employee contributions, plus the applicable accrued interest.

## **FORMS OF PENSION**

### **FAST FACTS**

- *General Pension Plan I offers standard forms of payment for married Participants and single Participants.*
- *If you are married for at least one year when you retire, you will receive your pension as a 50% joint-and-survivor annuity unless you waive this payment form. Under this form, you will receive a benefit for your life. If you die first, your spouse will continue to receive 50% of the amount that you had been receiving prior to your death.*
- *A Participant who has been married for at least one year when he retires can reject the standard benefit form and elect either the 75% or the 100% Joint and Survivor Option. These options give your spouse a greater benefit amount if you die first.*
- *If you are single when you retire, you will receive your pension as a single- life annuity, which is a monthly annuity payable to you for your life.*

### **STANDARD FORM OF PENSION FOR PARTICIPANTS ELIGIBLE FOR JOINT-AND-SURVIVOR BENEFIT FORM**

If you are married for at least one year on your Pension Effective Date, your pension will be automatically payable in the 50% joint-and-survivor annuity form unless you elect to receive your benefit in one of the other options available to married Participants discussed below.

Under this form of payment, you receive a monthly benefit for your life. The amount of your benefit is not reduced in return for providing a lifetime survivor pension to your spouse in the event you die first. For your spouse to be eligible to receive this benefit, you must have been married for at least one year before your death. Your spouse's pension will be 50% of the monthly amount you were receiving at the time of your death.

If you and your spouse are divorced after your Effective Date of Benefits, your spouse will continue to be entitled to receive survivor benefits under this benefit form if you die first, unless a Qualified Domestic Relations Order says otherwise.

If you are not married on your Pension Effective Date but later marry, your spouse will be entitled to a survivor's pension if you die first, provided that you were married for the one-year period preceding your death. The amount of this benefit will be 50% of the benefit you had been receiving before your death, with this amount reduced 1% for each whole year that your spouse is younger than you.

## **OPTIONAL PAYMENT FORMS FOR PARTICIPANTS ELIGIBLE FOR JOINT-AND-SURVIVOR BENEFIT FORM**

If you have been married for at least one year on your Pension Effective Date, you may elect to reject the standard payment form and make your election of an optional form in accordance with the Plan's requirements regarding application for benefits. Election of one of these payment options does not require the consent of your spouse.

### **75% JOINT AND SURVIVOR OPTION**

Under the 75% Joint and Survivor Option, your monthly benefit amount will be reduced to 96.6% of the benefit otherwise payable to you. This amount will be further adjusted by minus 0.1% for each full year that your spouse is younger than you or plus 0.1% for each full year that your spouse is older than you, to a maximum of 99%. If you die first, your surviving spouse shall be entitled to a lifetime monthly pension equal to 75% of the monthly benefit that was paid to you during your lifetime.

### **100% JOINT AND SURVIVOR OPTION**

Under the 100% Joint and Survivor Option, your monthly benefit amount will be reduced to 93.4% of the benefit otherwise payable to you, minus 0.2% for each full year that your spouse is younger than you or plus 0.2% for each full year that your spouse is older than you, to a maximum of 98%. If you die first, your surviving spouse shall be entitled to a lifetime monthly Pension equal to 100% of the monthly benefit that was paid to you during your lifetime.

## **REMARRIAGE AS A PENSIONER**

If you are married at the time of your death to a different spouse than you were married to on your Pension Effective Date, and you had been married to this spouse for at least the one-year period immediately prior to your death, your surviving spouse will be eligible for the 75% or 100% survivor benefits described above only if the following conditions are met:

- you were married on your Pension Effective Date and elected to receive either the 75% or the 100% payment form, and
- you are not survived by a previous spouse to whom you were married on your Pension Effective Date and to whom you were married for at least a one-year period.

If your surviving spouse is entitled to a benefit under these circumstances, the benefit amount will be reduced by 1% for each whole year that your spouse is younger than you.



## **STANDARD FORM OF BENEFIT FOR PARTICIPANTS NOT ELIGIBLE FOR JOINT-AND-SURVIVOR BENEFIT FORM**

If you are unmarried or otherwise not eligible for a joint-and-survivor benefit form, your benefit will automatically be payable as a single life annuity paid over your lifetime.

## HOW TO CALCULATE YOUR BENEFIT

To estimate the Pension Benefit you have accrued to date, complete the following steps:

**Step 1: Enter the amount of your salary for the four highest consecutive calendar years out of the last 10 years in the column at the right. The amount in any year may not exceed \$80,000 per year.**

### Step 1: Calendar Year Salary

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Step 2: From the years in Step 1, calculate your highest 36 consecutive months (sum to 12-month periods) of salary and enter in the far right column.**

### Step 2: Highest 36 Consecutive Months

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Step 3: Add up the amounts in Step 2 and enter here.**

\$ \_\_\_\_\_

**Step 4: Divide the result from Step 3 by 3. In no event, can your final average salary exceed \$80,000.**

\$

**Step 5: Select the number that appears next to your years of service in the table below and enter here.**

Years of Service	Multiplier	Years of Service	Multiplier
5	.15	21	.62
6	.18	22	.64
7	.21	23	.66
8	.24	24	.68
9	.27	25	.70
10	.30	26	.72
11	.33	27	.74
12	.36	28	.76
13	.39	29	.78
14	.42	30	.80
15	.45	31	.82
16	.48	32	.84
17	.51	33	.86
18	.54	34	.88
19	.57	35	.90
20	.60		

**Step 6: Multiply your answer by Step 4 by Step 5.**

\$

**Step 7: Divide your answer in Step 6 by 12. The result is your accrued normal retirement benefit payable at age 60.**

\$ \_\_\_\_\_

**Step 8: If you plan to retire before age 60, select the factor that appears next to the age at which you wish to retire and enter here.**

\$ \_\_\_\_\_

Age	Factor
59	.99
58	.97
57	.94
56	.90
55	.85

**Step 9: Multiply your answer in Step 7 by the factor in Step 8. This is your accrued retirement benefit payable at your early retirement age.**

\$ \_\_\_\_\_

## **DEATH BENEFITS**

### **FAST FACTS**

- *The Pension Plan provides a benefit to your spouse if you die before you have begun receiving a pension.*
- *If you die after you have begun receiving a pension, your spouse may be eligible to continue to receive a percentage of your pension. That entitlement depends on the payment option you elected at retirement.*
- *If you are not married, and you made employee contributions to the Plan prior to January 1, 2000, your designated Beneficiary may be eligible for a benefit.*

### **PENSIONERS**

If a Pensioner dies while receiving the 50% joint-and-survivor annuity, the Pensioner's surviving spouse will then receive monthly benefits for life, provided the Pensioner and spouse were married on the Pension Effective Date and for at least one year. The amount of the spouse's monthly benefit will be 50% of the monthly benefit that had been payable to the Pensioner. If the Pensioner and spouse had not been married on the Pension Effective Date but were married for at least the one-year period immediately preceding the Pensioner's death, the spouse will be entitled to a monthly benefit for life. The amount of the benefit will be 50% of the monthly benefit that had been payable to the Pensioner, with this amount reduced by 1% for each full year that the spouse was younger than the Participant.

If a Pensioners dies after having elected the 75% Joint and Survivor Option or the 100% Joint and Survivor Option, the Pensioner's surviving spouse will then receive monthly benefits for life in an amount based on the benefit form previously elected.

If after the Pensioner's death the spouse dies before they have received total benefits in an amount equal to the Participant's Accumulated Contributions, then the balance of the Accumulated Contributions will be paid in a lump sum to the spouse's estate.

If a Pensioner who has made Employee contributions to the Plan dies and no joint-and-survivor annuity benefit is payable, then his or her designated Beneficiary will be entitled to receive a lump-sum payment of the amount, if any, by which the Accumulated Contributions exceed the benefits paid to the Pensioner. In addition, the designated Beneficiary may receive the final monthly benefit payable to the Pensioner at the time of death. In the absence of a Beneficiary, benefits will be payable to the Pensioner's children, and if none, to the Pensioner's estate.



## ACTIVE AND DEFERRED VESTED PARTICIPANTS

Upon the death of a Participant who was either working in General Pension Plan I Covered Employment at the time of death or had left Covered Employment after Vesting in General Pension Plan I, benefits may be payable to either the surviving spouse or designated Beneficiary. The rules governing such payments are set out below.

## PRERETIREMENT WIDOW'S OR WIDOWER'S PENSION ELIGIBILITY

This benefit is the standard benefit payable to a married Participant who dies before starting to receive benefits. It is payable to your surviving spouse if the following requirements are met:

- you are a vested Participant in the Plan;
- are married (including separated but not divorced);
- have been married throughout the one-year period preceding your death; and
- die before starting to receive benefits from the Plan.

## PRERETIREMENT WIDOW'S OR WIDOWER'S PENSION AMOUNT

The amount of the Widow or Widower's Pension is 50% of the benefit you could have received if you had retired on the day before your death. This benefit will be payable to your spouse as a monthly pension for life starting with the month following your death.

If you die after reaching age 60, the Preretirement Widow's or Widower's Pension will be determined without application of any early retirement reduction. If you die before reaching age 60, and prior to earning nine years of service, the Preretirement Widow's or Widower's Pension will be determined as if you had reached retirement eligibility immediately prior to your death and no early retirement adjustments are applicable. If you die before reaching age 60, but after earning nine years of service, an early retirement reduction may apply to your spouse's benefit. In this situation, the benefit will be calculated as if you had retired and, if less than 55, had reached age 55 on the day before your death. In this case, if your spouse receives the Preretirement Widow or Widower's Pension prior to when you would have reached age 60, an early retirement adjustment will be applied to the benefit in accordance with the early retirement provisions.

Instead of commencing a benefit immediately following your death, your spouse may elect to delay commencement of the Preretirement Widow's or Widower's Pension, in which case any applicable early retirement reduction will be based upon the age that you would have reached at the time your spouse begins to receive a benefit. In all cases, however, the benefit must begin by the end of the calendar year in which you would have reached age 70½.

***Example: Alex dies at age 55 after six Years of Service and prior to retirement. The benefit amount for his spouse would be determined as though he had been eligible to retire on the day before his death and no early retirement adjustments apply.***

Alternatively, if Alex had died at age 55 before retiring, but he had 20 Years of Service at the time of his death, the benefit amount for his spouse would be determined as though he had retired the day before his death and with any applicable early retirement adjustments. In this case, if his spouse chose to commence her benefit immediately, there would be a 15% reduction in the benefit amount for early retirement. If his spouse instead chose to wait, the early retirement reduction would be less each year. If she waited until the date that he would have been age 60, there would no longer be any early retirement reduction applied.

If your surviving spouse who is receiving the Preretirement Widow's or Widower's Pension should die before receiving benefits that equal or exceed your Accumulated Contributions, the difference will be paid to your spouse's estate.

## **ALTERNATIVE PRERETIREMENT SURVIVING SPOUSE BENEFIT**

If you are a married Participant who has worked in Covered Employment at some time since January 1, 1993, you may elect to have the Alternative Preretirement Surviving Spouse Benefit in place of the Preretirement Widow's or Widower's Pension. The Alternative Preretirement Surviving Spouse Benefit allows you to elect a benefit for your spouse of either 75% or 100% of the pension that would have been payable to you at the time of your death. Because this option provides a greater benefit for your spouse, the overall benefit is reduced.

## **REDUCTION FACTORS**

In determining the amount of the reduction, the Plan applies a reduction factor for each year in which you elect this coverage. The total reduction factor is the sum of the reduction factors (shown in the chart below) for each full year that coverage is in effect beginning with your age on January 1, of the calendar year in which you elect the coverage and ending with your age upon your date of death or retirement. If you survive to your Pension Effective Date, your monthly retirement benefit will be reduced by the total reduction factor.

The amount of the reduction of the benefit depends on whether you elect the 100% payment form or the 75% payment form. It also depends on your age at the time you make your election and the age on the date of your death. The chart below shows the reduction factors.

<b>Ages</b>	<b>Percentage of Reduction Per Year for 100% Payment Form</b>	<b>Percentage of Reduction Per Year for 75% Payment Form</b>
20-49	0.30%	0.150%
50-59	0.35%	0.175%
60-61	0.40%	0.200%
62	0.45%	0.225%
63	0.50%	0.250%
64	0.60%	0.300%
65	0.65%	0.325%
66	0.75%	0.375%
67	0.80%	0.400%
68	0.95%	0.475%
69	1.05%	0.525%
70	1.15%	0.575%
71	1.30%	0.650%
72	1.45%	0.725%
73	1.60%	0.800%
74	1.75%	0.890%
75 or older	1.95%	0.985%

*For Example: Alex dies before retirement, at age 55. Had he retired the day before his death, his benefit would have been \$2,000. When he was 35 years old, he elected the Alternative 75% Preretirement Surviving Spouse Benefit. This means that before reductions are applied, his spouse would be eligible for a monthly benefit of \$1,500.*

*According to the chart above, the reduction factor for Alex from age 35-49 is 0.30% per year for 14 years (4.20%) plus a reduction for age 50-55 of 0.35% per year for 6 years (2.10%), which equals a total reduction factor of 6.30%. \$1,500 minus 6.30% equals \$1,405.50, so Alex's wife would receive a monthly benefit of \$1,405.50 upon Alex's death.*

## **ELECTION OF ALTERNATIVE PRERETIREMENT SURVIVING SPOUSE BENEFIT**

If you would like to elect this benefit, you must do so in writing at any time within the periods that end on the last day of the sixth month following:

- your date of hire; or
- the date on which you reach age 35;
- the date you get married; or
- the date of birth or adoption of a child.

## **PRERETIREMENT DEATH BENEFIT FOR UNMARRIED PARTICIPANT**

This benefit is payable only for unmarried Participants who made required Employee contributions prior to January 1, 2000 and who died before starting to receive benefits. The amount of the benefit would be the Participant's Accumulated Contributions. This benefit would be payable in a lump sum to the Participant's Beneficiary.

## **WIDOW'S OR WIDOWER'S PENSION — DISABLED ACTIVE EMPLOYEES**

### **ELIGIBILITY**

Effective September 1, 1998, if you become permanently and totally disabled while actively employed in Covered Employment and later die from this disabling condition, you will be entitled to have a Widow's or Widower's Pension payable to your surviving spouse as though a Disability Pension had commenced to you on the day before your death. This benefit is payable to your surviving spouse under the following conditions:

- you are married for at least one year prior to your death,
- the Plan's Board of Trustees determines that you are permanently and totally disabled,
- you apply to the Social Security Administration for Social Security Disability Benefits, and
- you die before the Social Security Administration issues a determination.

### **AMOUNT**

The amount of the Widow's or Widower's Pension shall be determined based on the Disability Pension that would have been payable to you had you gone into pay status the day before death.

## **RETIREMENT AND SUSPENSION OF BENEFITS**

### **FAST FACTS:**

- *To be eligible to receive benefits you must satisfy the Plan's definition of Retirement.*
- *Once you retire, your pension will be suspended if you engage in Disqualifying Employment as defined by the Plan.*
- *Your pension payments will stop during this period of Disqualifying Employment.*
- *You will need to notify the Plan Office when you stop working in Disqualifying Employment, so that your pension payments resume.*

### **RETIREMENT**

You are eligible for a pension from General Pension Plan I only if you are in Retirement. If you have not reached Normal Retirement Age, you will be in Retirement only if you are not working for the International, a Local Union, a Related Organization or any fund or program to which either the International or a Local Union is a party.

Once you reach Normal Retirement Age, you will be in Retirement unless you are working for at least 40 hours a month for a Local Union or Related Organization.

For employees who began participating in General Pension Plan I before January 1, 1999, Normal Retirement Age is age 60. For employees who began participating in it on or after January 1, 1999, Normal Retirement Age is the later of age 65 or five years of participation in General Pension Plan I.

### **DISQUALIFYING EMPLOYMENT**

If a Pensioner returns to work in what is defined as Disqualifying Employment, payment of benefits will be suspended. The suspension rules are different before and after Normal Retirement Age.

### **BEFORE NORMAL RETIREMENT AGE**

If you have not reached General Pension Plan I's Normal Retirement Age, Disqualifying Employment will be any work as an Officer or Employee of the International, a Local Union, a Related Organization or any other fund or program to which a Local Union is a party.

## **AFTER NORMAL RETIREMENT AGE**

Once you reach General Pension Plan I's Normal Retirement Age, Disqualifying Employment will be work for a Local Union or Related Organization for 40 or more hours in a month.

When a Pensioner whose benefits are suspended reaches General Pension Plan I's Required Beginning Date (April 1 after the calendar year in which the Pensioner turns 70½), benefits will no longer be suspended.

## **SUSPENSION**

If after you begin receiving a Pension from the Plan you are working as described above, your benefit will be suspended for each month you are doing this work. You will not receive any benefits during this time.

## **NOTIFICATIONS FROM PLAN REGARDING SUSPENSION OF BENEFITS**

When you begin receiving your Pension, the Plan Office will give you written notification of its rules regarding suspension of benefits. The Plan Office will also provide you with annual notices about its suspension of benefits provisions. If it is determined that your benefits should be suspended for work in Disqualifying Employment, the Plan Office will inform you of the suspension in writing, identifying the specific reasons for the Suspension and the specific reasons for the Suspension and the means to obtain review by the Board of Trustees

## **NOTIFICATIONS FROM PENSIONER REGARDING SUSPENSION OF BENEFITS**

Within 21 days of starting any work that could possibly cause your benefit to be suspended (regardless of the number of hours you are working), you must notify the Plan Office in writing about your work. You must also notify the Plan Office in writing when you stop doing this work, so that your pension payments can resume. If you are considering returning to work, you can ask the Plan Trustees for a determination about whether this work would cause your benefit to be suspended.

## **ACTION OF TRUSTEES**

If your benefit has been suspended, you can request the Board of Trustees to review this determination. For the Board to take action on your request, it must be postmarked within 60 days of when you received notice that your benefit had been suspended. The Board is also authorized, at its discretion, to adopt objective standards and specific time periods under which benefits will not be suspended for work in certain types of Disqualifying Employment.



## **RESUMPTION OF PAYMENTS**

Your pension payments will resume after you have stopped working in the employment that caused your benefit to be suspended and after you have advised the Plan Office of this fact in writing. If you had received Pension payments while working in this employment, the Plan can recover these amounts by offsetting them against your future benefit amounts. If you worked in Covered Employment and earned additional Months of Service while your benefit was suspended, your benefit amount will increase based on these additional Months of Service.

If you continue working in Disqualifying Employment after reaching Normal Retirement Age, your pension benefit will be deemed to be suspended. You will be able to begin your pension at any time thereafter by ceasing work in Disqualifying Employment and completing the Plan's pension application materials.



## **APPLYING FOR BENEFITS**

### **FAST FACTS:**

- *When you've decided on a retirement date, you should contact the Plan Office for information on how to apply for your pension. It is a good idea to do this about three months prior to your desired retirement date.*
- *The Plan Office will give you information about your payment options and estimate your pension benefit for you.*
- *If you don't apply for benefits, payment to you will begin on your Required Beginning Date.*

### **WHEN TO APPLY**

Unless you qualify for a retroactive Annuity Starting Date as discussed below, to receive a benefit you must submit a completed application before the first of the month for which benefits are payable. However, to make sure that your pension begins when you want it, you should submit your application to the Plan Office at least 12 weeks before your benefits are to start.

### **WHAT TO SUBMIT**

You must submit the completed application to the Plan Office, together with all supporting documents that are required. You must also provide the Plan with any information needed to determine your eligibility for a pension and the amount of your entitlement. Additionally, you must complete the forms necessary to elect the benefit form and provide spousal consent to this form if required.

### **COMMENCEMENT OF BENEFITS**

Federal law requires that the Plan provide you with information about your payment options no sooner than 180 days before your pension will begin. Ordinarily, payment of benefits cannot begin sooner than 30 days after the Plan Office has given you benefit election and spousal consent forms and provided you with information about your payment options. However, you may elect to start payment of benefits before the end of this 30-day period, but you cannot start any earlier than seven days after the Plan Office provides you with information about your payment options. Please note that if you do not submit your completed benefit election and consent forms within 90 days, they will be void and you will need to start the pension application process all over.

## RETROACTIVE ANNUITY STARTING DATE

You, and your spouse if you are married, may also elect to have your benefits paid retroactive to a date that is earlier than when this information is provided if certain requirements are met. This earlier date is referred to as the Retroactive Annuity Starting Date.

If you elect to have your benefits paid as of your Retroactive Annuity Starting Date, you will not actually receive any benefit payments until after the information on your benefit options is provided to you and your spouse (if applicable). However, your first benefit will include payment retroactive to the earlier date. You will also receive interest from this date.

In order to take advantage of this option, you must be eligible to begin receiving benefits as of the Retroactive Annuity Starting Date, which means that you must have met all of the Plan's benefit eligibility requirements as of that date.

In addition, you and your spouse must consent to the retroactive payment of your benefits in writing on a form that is provided by the Plan Office. When you apply for your benefits, the Plan Office will provide you with a copy of this form, benefit election and spousal consent forms, and an explanation of your benefit options. Unless you elect to have your payments begin eight days after this information is provided as discussed above, you will have at least 30 days to consider this information before your benefit payments begin. If you decide that you would like your benefits paid as of your Retroactive Annuity Starting Date, you must return the Retroactive Annuity Starting Date Election Form to the Plan Office by the date specified on the form. If you are married, it is very important that both you and your spouse complete this form. Otherwise, you may have to wait until the first of the month following the month in which your benefit application is complete in order for your benefits payments to be effective. If that happens, you could miss out on benefit payments to which you would otherwise be entitled.

Finally, if your spouse becomes eligible for a Widow or Widower's Pension (if you die before starting to receive benefits from the Plan), he or she will be eligible to receive a Retroactive Annuity Starting Date if eligible for this benefit as of that date.

## REQUIRED BEGINNING DATE

Even when you reach General Pension Plan I's Normal Retirement Age, you are not required to start your pension at that time. However, federal law does state that you must start to take your pension by your Required Beginning Date. If you are not working in Covered Employment with General Pension Plan I, this date is the April 1 following the calendar year in which you turn age 70½. If you are still working in Covered Employment with General Pension Plan I, you can elect to begin receiving benefits at that time, but you are not required to do so. Your Required Beginning Date will be the April 1 immediately following the calendar year in which you stop working in Covered Employment with General Pension Plan I.

## **GENERAL BENEFIT INFORMATION**

### **APPEAL OF BENEFIT DETERMINATION**

If your application for benefits is denied in whole or in part, the Board of Trustees will provide you with a written notice that sets forth the reasons for the denial within 90 days after it receives your claim. The notice will provide:


- references to any pertinent Plan provisions;
- a description of any additional material or information that might help your claim;
- an explanation of why that information is necessary;
- a general explanation of the Plan's claims procedure; and
- a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA").

Should special circumstances require additional time to decide your claim, the Plan Office will provide you with a written notice of the extension within 90 days after receipt of your claim explaining the special circumstances and the date by which the Board of Trustees expects to render the benefit determination. This extended due date cannot exceed 180 days from the date on which your claim was originally filed.

If you receive a benefit denial notice or if you disagree with a policy, determination or action of the Plan, you may request the Board or Trustees to review your benefit denial or the Plan policy, determination or actions with which you disagree. For your appeal to be considered, you must file it within 60 days after receipt of the notice of denial of your Pension. Your written appeal should state the reasons for your appeal. This does not mean that you are required to cite all applicable Plan provisions or to make legal arguments; however, you should state clearly why you believe you are entitled to the Pension Benefit or why you disagree with a Plan policy, determination or action. The Trustees can best consider your position if they clearly understand your claims, reasons and/or objections.

Upon your request to the Board of Trustees, you will be provided reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits free of charge. A document, record or other information is "relevant" if it: (1) was relied upon in making the benefit determination; (2) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (3) demonstrates compliance with the administrative processes and safeguards required under federal law.

Written notification of the decision of the Trustees or a designated Committee of the Trustees on your appeal will be sent to you within a reasonable period of time, but not later than 60 days after receipt of the appeal by the Plan. The



notice will explain the reasons for the decision, will include specific references to provisions of the Plan of Benefits on which the decision is based and may indicate if additional information might help your claim. The notice will also state your right to reasonable access to all relevant documents and information regarding your claim, a description of your right to renew your appeal voluntarily, a general description of the renewal procedures and a statement of your right to bring a civil action under Section 502(a) of ERISA. The time for processing an appeal may be extended for up to 60 additional days by giving you written notice prior to the commencement of the extension. The notice will explain the special circumstances requiring an extension of time and the date by which a decision on review will be made.

You may renew your appeal if you have any additional information or arguments to present. Renewal of your appeal is voluntary, and you will not be deemed to have failed to exhaust administrative remedies because you did not elect to renew your appeal before bringing a civil action under Section 502(a) of ERISA. Furthermore, if you decide to renew your appeal, it must be submitted in writing and the rules and time limits stated above will apply.

If you wish, you can appoint an authorized representative to act on your behalf for the purpose of filing a claim or seeking a review of a denied claim. This person may be a lawyer, but need not be. You also can choose to represent yourself. If you wish to use an authorized representative, however, you must notify the Board of Trustees in advance in writing of the name, address and phone number of the authorized representative. Neither you nor your representative may appear before the Trustees at the meeting when they review your claim.

## **ANNUAL STATEMENT**

If you are currently working in Covered Employment, you will receive an annual statement from the Plan Office giving information about your status with the Plan, including your current benefit entitlement. If you have terminated Covered Employment, you will receive an annual statement that indicates whether you are vested in the Plan, the amount of your Accumulated Contributions and other information contained in the Plan records. You should review this statement carefully to make sure that you understand and agree with it. You should contact the Plan Office with any questions about it.

## **MINIMUM BENEFIT**

Effective for contributions after January 1, 1992, if you are eligible for a Pension under the terms of the Plan, you are guaranteed to receive, at a minimum, a lifetime monthly benefit in an amount that is equal to the benefit derived from your Accumulated Contributions, plus 50% of the benefit determined under the terms of the Plan.

## **ELIGIBLE ROLLOVER DISTRIBUTIONS**

If a Participant, a spouse or a non-spouse Beneficiary is eligible to receive a benefit from the Plan in a lump sum, they may be eligible to have that portion based on the interest earned on Employee Contributions treated as an Eligible Rollover Distribution. With an Eligible Rollover Distribution, you can have the eligible amount distributed from the Plan directly to another eligible retirement plan or individual retirement account. If you do, you will not have to pay income tax on this amount until you take it from the plan to which you have transferred it. The Plan Office will inform you if the benefit you are receiving is an Eligible Rollover Distribution, and you will need to work with the Plan Office to enable the benefit to be transferred to the other plan.

## **QUALIFIED DOMESTIC RELATIONS ORDERS**

If you become separated or divorced, your spouse, former spouse, child or other dependent (known as an Alternate Payee) may be entitled to some or all of your Pension if a Qualified Domestic Relations Order ("QDRO") has been established. A QDRO is a court order giving an Alternate Payee a right to a Pension and which the Plan has determined satisfies the requirements of federal law. Upon request, the Plan will provide materials and information concerning its procedures and requirements for a QDRO.

## **DESIGNATION OF BENEFICIARY**

You may designate a person or persons as your Beneficiary to receive any benefits which may be payable as a result of your death. To designate a Beneficiary, you must complete the form available from the Plan Office. Your designation of Beneficiary will take effect when received by the Plan Office. Each beneficiary designation that you file will cancel all beneficiary designations previously filed with the Trustees. Revocation of a beneficiary designation does not require the consent of any designated beneficiary.

If you die without having designated a Beneficiary and benefits are payable as a result of your death, benefits will be distributed in the following sequence:

- to your surviving spouse; and if none
- to your surviving children in equal shares; and if none
- to your estate.

## **ASSIGNMENT OF BENEFITS**

With the exception of a QDRO and certain other very limited circumstances, your Pension Benefits or your right to receive these benefits cannot be assigned to anyone else, including any creditor.



## **MAXIMUM BENEFIT LIMIT**

Under Section 415 of the Internal Revenue Code, there is a limit on the amount of Pension Benefits you can receive each year. This amount is adjusted each year. The Plan Office will notify you if your benefit is subject to this limit.

## **MINOR OR INCAPACITATED PARTICIPANT OR BENEFICIARY**

If the Trustees conclude that a Participant or Beneficiary is unable to care for his own affairs because of mental or physical incapacity or because the Beneficiary is a minor, the Plan will pay benefits to the legal representative of the Participant or Beneficiary who has been established to act on their behalf. If there is no such legal representative, the Plan will pay benefits to the person or persons responsible for the care of the Participant or Beneficiary.

## **GENERAL PLAN INFORMATION**

### **STRUCTURE**

Effective January 1, 2012, the International Headquarters Pension and Beneficiaries Plan of the International Union of Operating Engineers, which covers employees of the International, merged into the International Union of Operating Engineers General Pension Plan. As a result of that merger, the Plan of Benefits covering officers and employees of local unions and Related Organizations became known as the International Union of Operating Engineers General Pension Plan I, while the Plan of Benefits of the old Headquarters Pension Plan became known as the International Union of Operating Engineers General Pension Plan II. These two distinct benefit structures comprise the International Union of Operating Engineers General Pension Plan, which is a multiemployer plan with assets held in accordance with its Agreement and Declaration of Trust.

### **ADMINISTRATION**

The General Pension Plan is administered by a seven-member Board of Trustees. The Chairman of the Board is appointed by the General President and the other members are elected by the General Executive Board of the International.

### **SOURCE OF BENEFITS**

Benefits are provided from the General Pension Plan's assets, which are accumulated under the provisions of the Agreement and Declaration of Trust that established the Plan. These assets are held in trust and are used for the purpose of providing benefits to Participants and Beneficiaries in accordance with the provisions of the Plan of Benefits and for defraying reasonable administrative expenses.

### **ACTIONS OF BOARD OF TRUSTEES**

The Board of Trustees shall be the sole judges over the standard of proof for any inquiry, claim or application for benefits. The Board shall have full discretion and authority to construe the terms of the Plan of Benefits, resolve any ambiguities and determine any question that may arise in connection with the operations of the General Pension Plan. No legal proceeding may be filed with a court or administrative agency until all review procedures provided by the Plan have been exhausted.

## REQUESTING INFORMATION

If you need any information about General Pension Plan I or your status in it, you should contact the Plan Office. In order for requests to be handled as efficiently as possible, they should be submitted in writing. You should include your full name, address, home and work phone numbers, date of birth, Social Security Number and the identity of your Local Union or participating Related Organization. You should be as specific as possible in your questions, and give all the relevant information that you have, including any applicable documents. Make sure you keep a copy of what you send in. The Plan Office will do its best to reply as completely and promptly as possible.

## AMENDMENT AND TERMINATION

The Plan of Benefits of General Pension Plan I may be amended by the Board of Trustees and with the consent of the General Executive Board. The General Pension Plan can be terminated only by act of the General Convention of the International. In the event of termination, your accrued benefits will be nonforfeitable, to the extent that the General Pension Plan has assets sufficient to fund these benefits. For more specific information about payment of benefits in the event of termination, you may contact the Plan Office.

## PENSION GUARANTEES

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 \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 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 \$5,850.

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 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## **EFFECTIVE DATE OF THE PLAN**

The General Pension Plan of the International Union of Operating Engineers was established on July 1, 1956. Unless otherwise indicated, the terms of this Summary Plan Description and the Plan of Benefits described in this booklet apply to Participants in the Plan working in Covered Employment on or after January 1, 2012.

## **OTHER INFORMATION ABOUT THE PLAN**

Employer Identification Number: 52 6124299

Plan Number: 001

Registered Agent for Service of Legal Process: Board of Trustees

Plan Type: Multiemployer Defined Benefit Pension Plan

Plan Year: The Plan's fiscal records are maintained on a calendar-year basis



## **STATEMENT OF RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974**

As a Participant in General Pension Plan I, 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 the Plan's 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 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, 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, DC 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.









