

# **MID-ATLANTIC STATES DISTRICT COUNCIL PARTICIPATING LOCALS' ANNUITY FUND**

## **SUMMARY PLAN DESCRIPTION**

**Effective January 1, 2016**

*This Summary Plan Description describes the most important features of the Plan, along with your rights and obligations as a Participant in the Plan. In addition, this Summary includes information concerning the administration and operation of the Plan and other important information as required by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). We urge you to read this booklet carefully to become familiar with the Plan provisions. We would also suggest that you share this booklet with the members of your family since it may affect their security as well as yours.*

*Please keep in mind that this booklet represents only a brief summary of the Plan document, and, in case of doubt or conflict, the official Plan document as interpreted by the Board of Trustees will always govern. The Plan is available for inspection at the Administrator's office and the office(s) of each Participating Local Union. A copy of the Plan may be obtained upon request.*

**MID-ATLANTIC STATES DISTRICT COUNCIL  
PARTICIPATING LOCALS' ANNUITY FUND**

**UNION TRUSTEES**

Thomas Graff, Chairman  
Anthony Suttles  
Aaron Bast  
Juan C. Recinos  
Thomas Bell

**EMPLOYER TRUSTEES**

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**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND  
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**PARTICIPATING LOCAL UNIONS**

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Midlothian, VA 23112  
Telephone: 804 716-2081

**LOCAL 5**

9100 Old Marlboro Pike  
Upper Marlboro, MD 20772  
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1507 Rhode Island Avenue, NE  
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**LOCAL 79**

5307 East Virginia Beach Boulevard  
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**LOCAL 848**

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North Charleston, SC 29418  
Telephone: 843 552-1554

## **MID-ATLANTIC STATES DISTRICT COUNCIL PARTICIPATING LOCALS' ANNUITY FUND**

To all Participants:

We are pleased to present you with this revised Summary Plan Description (“SPD” or “booklet”) of the Plan of Benefits of the Mid-Atlantic States District Council Participating Locals’ Annuity Fund (“Annuity Plan” or “Plan”). This revision includes all amendments through December 31, 2015.

This booklet describes the most important features of the Annuity Plan, along with your rights and obligations as a Participant. In addition, this booklet includes information concerning the administration and operation of the Annuity Plan and other important information as required by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). We urge you to read this booklet carefully to become familiar with its provisions. We would also suggest that you share this booklet with the members of your family since it may affect their security as well as yours.

Please keep in mind that this booklet represents only a brief summary of the Annuity Plan, and, in case of doubt or conflict, the official Annuity Plan document as interpreted by the Board of Trustees will always govern. The Plan is available for inspection at the Administrator’s office and the offices of the Annuity Plan’s Participating Local Unions. A copy of the Plan may be obtained upon request.

The Administrator’s office is available to answer any questions you may have regarding the Plan. You may contact the Administrator at (540) 345-7735.

Please keep this booklet in a safe place for future reference. If it is lost you should contact the Administrator’s office to obtain another one.

With our best wishes,

*The Board of Trustees*

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## INTRODUCTION

The Plan was originally adopted in June 1995. The Plan is intended to provide supplemental benefits to you for your retirement. Besides retirement benefits, the Plan also provide benefits upon your death, total and permanent disability, or in the event you separate from employment in the iron working industry.

This Summary Plan Description or “SPD” describes the main features of the Plan. As you look through it, you will learn how you become covered by the Plan, what your benefits are, and how your benefits are calculated.

In order to present all of the important information about the Plan as clearly as possible, every effort has been made to write the SPD in a plain, straightforward manner. However, it is important to note that the SPD is not a substitute for the official Annuity Plan document. As such, your rights to benefits under the Plan will be governed solely by the terms of the Annuity Plan document itself and this SPD is not designed to, and does not, grant any rights in addition to (or different from) those granted in the Plan document. In case of doubt or conflict between the SPD and the official Annuity Plan document, the official Annuity Plan document, as interpreted by the Board of Trustees, will always govern.

The Plan is a qualified defined contribution profit-sharing plan. This means that your benefit is determined by an Individual Account in your name, and, because it is qualified, you pay no taxes until these benefits are paid to you. Your benefit is based solely on the amount of money in your Individual Account when it is paid to you at retirement, disability, or separation from employment, or when it is paid to your beneficiary upon your death.

Effective October 1, 2003, the Plan was amended for compliance with Section 404(c) of ERISA. In doing so, the Trustees expanded the investment options available to Participants and provided Participants with the opportunity to exercise greater control over the investment of their Individual Accounts. As described further in the SPD, you now have the option to select a variety of investment vehicles based on your risk tolerance, age, and investment objectives.

The Administrator’s office is available to answer any questions you may have regarding the Plan. You may contact the Administrator at (540) 345-7735.

## **PLAN ADMINISTRATION**

The Plan is administered by a joint Board of Trustees made up of Union representatives and representatives of Contributing Employers in accordance with the Trust Agreement. The Plan was created in accordance with the Trust Agreement that establishes the Trustees' duties and authority to administer the Plan. The names and addresses of each of the current Trustees are as follows:

### **UNION TRUSTEES**

Thomas Graff, Chairman  
Iron Workers Local Union No. 848  
7326 Pepperdam Avenue  
North Charleston, SC 29418

Anthony Suttles  
Iron Workers Local Union No. 28  
2831 Oak Lake Boulevard  
Midlothian, VA 23112

Aaron Bast  
Ironworkers Local Union No. 5  
9100 Old Marlboro Pike  
Upper Marlboro, MD 20772

Juan C. Recinos  
Reinforced Iron Workers Local Union No. 201  
1507 Rhode Island Avenue, NE  
Washington, DC 20018

Thomas Bell  
Iron Workers Local Union No. 79  
5307 East Virginia Beach Boulevard  
Norfolk, VA 23502

### **EMPLOYER TRUSTEES**

Drexell (Smokey) Garner, Jr., Secretary  
2855 Embassy Circle  
Roanoke, VA 24019

Victor Cornellier, President  
TSI Corporations  
8520 Pepco Place  
Upper Marlboro, MD 20772

R. Pat Saine  
M.A. Saine, Inc.  
2801 Williams Road  
Matthews, NC 28105

James A. Dailey  
412 Pirate's Way 3  
Manteo, North Carolina 27954

Wayne Thompson  
14772 Wexhall Terrace  
Burtonsville, MD 20866

The Board of Trustees has designated a third party administrator ("Administrator") to perform the day-to-day operations of the Annuity Plan. To contact the Administrator, write or call:

### **LAWRENCE C. MUSGROVE ASSOCIATES, INC.**

P.O. Box 13487  
Roanoke, VA 24034  
(540) 345-7735 / (800) 552-6972

## **PLAN COVERAGE**

### ***Who is Covered by the Plan?***

You are covered by the Plan if you work in a job covered by a Collective Bargaining Agreement or other written agreement that requires your Employer to make contributions to the Plan on your behalf. Employees of a Local Union may be covered by the Plan under a Participation Agreement between the Local Union and the Board of Trustees.

### ***Contributions to the Plan***

Contributions on your behalf are made only by your Employer at the hourly rate stated in the Collective Bargaining Agreement or other written agreement with your Employer. The contribution rate for Employees of a Local Union is provided in the Participant Agreement between the Local Union and the Trustees of the Annuity Plan.

Generally, participants may not make contributions to the Plan under any circumstances. However, the Plan may accept a rollover of an eligible rollover distribution under certain specified conditions. If you have any questions about whether amounts you have in another retirement vehicle may be rolled over into this Plan, please contact the Administrator's office.

### ***How Much May be Contributed to the Plan?***

Although there is no maximum contribution rate to the Plan, the law provides that contributions (plus certain other kinds of additions) to a Participant's Individual Account may not exceed the *lesser* of 100% of the Employee's compensation or \$40,000 (this amount is adjusted for cost of living increases as permitted by IRS regulations.)

If you are covered by a Collective Bargaining Agreement, contributions made by your Employer to another multiemployer pension plan do not affect the amount that may be contributed to this Plan. The maximum benefits permitted by law may be earned in each plan. However, if you are not a collectively bargained employee or if you participate in another defined contribution plan your Employer maintains which is not a multiemployer plan, the law requires that such other plans be combined with this Annuity Plan to determine if the legal limitation on contributions and benefits has been exceeded.

### ***Individual Accounts***

An Individual Account is an account established for each Employee covered by the Plan. Contributions made on your behalf are credited to your Individual Account. Your Individual Account is also charged a proportionate share of general Plan expenses along with fees associated with the specific investment vehicles that you choose to invest in. The amount that

accumulates in your Individual Account, valued according to Plan rules, is your benefit from the Plan.

### ***When is the Value of My Individual Account Calculated?***

The value of your Individual Account is calculated daily.

Individual Accounts are valued on the basis of actual contributions received by the Fund and allocated to your account. Contributions are made by employers on a monthly basis. If an employer does not make the monthly contributions as required, the employer's delinquency is allocated among the employees of the employer working in that month in Covered Employment.

The Trustees will attempt to diligently and systematically recover any amounts owed from employers. If the Trustees succeed in collecting overdue contributions, the amounts collected, including any interest, will be allocated on a pro rata basis among the employees who worked for the employer during the month or months for which the employer was delinquent.

For the manner in which the value of your account was calculated prior to October 1, 2003, please see earlier SPDs or contact the Administrator.

### ***When Will I Become Vested in My Individual Account?***

You are vested immediately when the Plan receives contributions made on your behalf for your Covered Employment. In other words, the amount in your Individual Account cannot be forfeited.

## PLAN INVESTMENTS

This Plan is designed to comply with Section 404(c) of ERISA and Title 29, Section 2550.404c-1 of the Code of Federal Regulations. Generally, this means that the Plan provides the opportunity for Participants to exercise control over the assets in his or her Individual Account and the opportunity to choose from a broad range of investment alternatives.

The Board of Trustees has overall responsibility for holding and investing all Plan assets. Likewise, the Board of Trustees has the right to establish separate investment alternatives that are characterized by investments in specific types of securities and other investment vehicles. The Trustees' goal in selecting such investment alternatives is to obtain the highest net return consistent with safe and prudent financial management.

### ***It's Your Choice***

You may choose how your Individual Account is to be allocated among the investment alternatives established by the Trustees. On a daily basis you may direct or redirect the investment alternative (or alternatives) in which your Individual Account is to be invested and, separately, direct or redirect the investment of future contributions made on your behalf. While you have the right to direct the investment of your Individual Account, the Trustees have a duty to ensure that the administrative procedures, policy guidelines and investment manager selections necessitated by this type of investment program are established and carried out in a thorough and prudent manner.

### ***Qualified Default Investment Alternative – “Default Fund”***

If you do not direct the investment of your Individual Account, 100% of your balance, plus any future contributions, will be invested in the option selected by the Trustees for all Individual Accounts for which no direction is received. Currently, this Qualified Default Investment Alternative or “Default Fund” is the *T. Rowe Price 2020 Target Date Fund*.

### ***How Do I Change How My Individual Account is Invested?***

You may make changes regarding how your Individual Account is invested by calling FLASH<sup>SM</sup>, MassMutual's toll-free telephone service, at 1-800-74FLASH (1-800-743-5274), Monday through Friday, 8 a.m. to 8 p.m. ET. You may also make changes through the Internet at MassMutual Retirement Services' participant website: [www.massmutual.com/retire](http://www.massmutual.com/retire).

MassMutual Retirement Services will send you a personal identification number (PIN), which you will need to make changes to your investment funds. If you do not receive a PIN, please call 1-800-74FLASH (1-800-743-5274).

## ELIGIBILITY FOR PLAN BENEFITS

### ***When am I Eligible for Benefits?***

You are eligible for benefits from the Plan if, in accordance with the rules of the Plan, you—

- Retire (Retirement Benefit or, if applicable, Early Retirement Benefit),
- Separate from Covered Employment (Separation Benefit), or
- Become totally and permanently disabled at any age (Disability Benefit).

This booklet describes the rules for receiving benefits in each of these circumstances.

### ***What is the Amount of My Benefit?***

When you become eligible for the payment of your benefit, the amount you receive is equal to the value of your Individual Account determined as of the date benefits are paid to you. The value of your Individual Account is determined daily.

### ***When Will I be Considered Retired for Purposes of Receiving My Retirement Benefit?***

To be considered retired under the Plan, you must completely withdraw from employment which is within the collective bargaining jurisdiction of the International Association of Bridge, Structural and Ornamental Iron Workers regardless of whether or not you are working under a Collective Bargaining Agreement.

### ***When Will I be Eligible for My Normal Retirement Benefit?***

You will be eligible for a Normal Retirement Benefit when you reach Normal Retirement Age and retire. Normal Retirement Age means the *later* of age-57 or your age on the 5<sup>th</sup> anniversary of participation in the Annuity Plan.

### ***When Will I be Eligible for an Early Retirement Benefit?***

You will be eligible for an Early Retirement Benefit when you reach Early Retirement Age and retire. Early Retirement Age means the *earlier* of age-55 or the age upon which you are permitted to receive an early retirement pension under a plan in which a participating Local Union also participates. At this time, the following Local Unions participate in this Plan:

- Iron Workers Local Union No. 848
- Iron Workers Local Union No. 28
- Iron Workers Local Union No. 5

- Reinforced Iron Workers Local Union No. 201
- Iron Workers Local Union No. 79

***When is a Separation Benefit Payable?***

A Separation Benefit is payable if you have permanently separated from Covered Employment. You are considered permanently separated from Covered Employment if you have not worked any hours for which Contributions are required to be made to this Plan for a period of twelve (12) consecutive calendar months, provided that you have not returned to Covered Employment.

***When is a Disability Benefit Payable?***

Your Individual Account is payable as a Disability Payment at any age if you are totally and permanently disabled. You are totally and permanently disabled if you are completely unable to engage in gainful employment, and it is reasonably certain that your condition will continue for your remaining lifetime. You must apply for a Disability Benefit for it to be paid and provide proof of your total and permanent disability.

In determining whether you are totally and permanently disabled, the Trustees will rely solely upon the determination by the Social Security Administration, the Civil Service Commission or a state worker's compensation board that you are totally and permanently disabled and entitled to a disability award under any of those programs.

***Does the Plan Permit Hardship Withdrawals?***

No. There are no hardship withdrawals from Individual Accounts permitted under the Plan.

***Does the Plan Permit Loans?***

No. There are no loans from Individual Accounts permitted under the Plan.

## **FORMS OF PAYMENT**

### ***What is the Normal Form of Payment for Married Participants?***

If you are married at the time benefits begin and the amount of your Individual Account is greater than \$5,000, your benefit will be paid as a 50% Joint-and-Survivor Annuity unless you waive this method of payment and choose another method of payment with your spouse's consent. Your spouse's consent must be notarized. A 50% Joint-and-Survivor Annuity provides a monthly lifetime payment to you, and if you die before your spouse, 50% of your monthly payment will continue to your spouse for his or her lifetime.

### ***Are There Other Form of Payment Options Specifically for Married Participants?***

The Plan will also provide a 75% Joint-and-Survivor Annuity if you and your spouse choose to elect it. Under this option, you would receive a monthly payment smaller than the monthly payment available under the 50% Joint-and-Survivor Annuity for your lifetime, and then, if you die before your spouse, 75% of the monthly payment would continue to your spouse for his or her lifetime.

### ***What is the Normal Form of Payment if You are Unmarried?***

If you are not married and the amount in your Individual Account is greater than \$5,000, your benefit will be paid as a Single Life Annuity unless you waive this method of payment and choose another method of payment. A Single Life Annuity provides a monthly payment to you for your lifetime only.

### ***How are the Annuities Available Under the Plan Paid?***

Either a 50% or 75% Joint-and-Survivor Annuity, or a Single Life Annuity, is purchased by the Plan from an insurance carrier, to provide monthly lifetime payments to you, or to you and your spouse. The amount of your monthly payment (and, if applicable, the monthly payment to your spouse), is based on the amount in your Individual Account and your expected lifetime(s). Fees and costs directly related to the purchase of your annuity will be deducted from your Individual Account, and the balance that remains will determine the monthly payments you will receive.

### ***Does the Plan Offer Other Form of Payment Options?***

Yes. Whether or not you are married at the time your benefit is payable, if you (or you and your spouse, if applicable) waive the automatic benefit payment form (Single Life Annuity or 50% Joint-and-Survivor Annuity), you have a variety of choices of payment forms in which to receive your benefit. You may choose to receive your Individual Account in one of the following ways:

- a single lump sum payment,
- in equal monthly payments for a period of 120 months or fewer,
- a combination of a lump sum payment and equal monthly payments for a period of 120 months or fewer, or
- if you are married, you and your spouse may waive the 50% Joint-and-Survivor Annuity and elect either the 75% Joint-and-Survivor Annuity or the Single Life Annuity described above.

### ***What if my Individual Account is \$5,000 or Less?***

If the value of your Individual Account is \$5,000 or less, your benefit will be paid as a single lump sum. If the value of your Individual Account is more than \$5,000, the Plan must pay your benefit in the automatic form that applies to you based on your marital status, unless you and your spouse, if applicable, elect otherwise.

### ***Choosing Your Form of Payment***

If you apply for a benefit and the amount of your Individual Account is greater than \$5,000, the Administrator will provide you with the estimated monthly benefit amount of a Single Life Annuity or 50% Joint-and-Survivor Annuity. The law requires that this information must be provided no more than 180 days before your benefit is paid. You have up to 30 days after receiving this information to waive the Single Life Annuity, or, if you are married, the 50% Joint-and-Survivor Annuity. This is your election period. You, and your spouse, if applicable, may revoke a previous waiver or file a new waiver at any time after the receipt of the information just described and before the end of your election period.

If you wish to waive the Single Life Annuity (or if you and your spouse, if applicable, wish to waive the 50% Joint-and-Survivor Annuity) in order to receive your benefit in another form provided by the Plan, you must pay careful attention to the instructions for completing the application and the instructions for waiving the automatic pension benefits. You must also pay careful attention to the dates by which your application and/or supporting documents or waiver forms must be submitted. If you have any questions, you should contact the Administrator's office. Finally, you should carefully review the comparative value information about the other payment options available before you make your decision.

For the purpose of computing the 50% Joint-and-Survivor Annuity, your spouse is the person to whom you are married under applicable law on the Effective Date of your benefit. If your marital status should change between the date on which all documents were received by the Fund Office and your Effective Date, the Effective Date may be postponed for up to 180 days so that the effect of the change in your marital status (loss of a spouse or gain of a spouse) can be taken into account. The person to whom you are married on your Effective Date is the person who must consent to a waiver of the 50% Joint-and-Survivor Annuity.

You may also opt for a 75% Husband- and-Wife Annuity, which will be calculated in a similar manner, but pay you a smaller monthly benefit in order to account for the higher level of survivor benefits that will be paid.

Once a 50% or 75% Joint-and-Survivor Annuity is purchased from an insurance company and becomes payable, it generally cannot be revoked. If your spouse dies after the Pension becomes payable, your monthly payment generally will not be increased and no one can be substituted as your beneficiary or spouse. If you and your spouse are divorced after the 50% Joint-and-Survivor Annuity becomes payable, your former spouse will be entitled to receive the survivor benefit if you predecease your former spouse unless the terms of a Qualified Domestic Relations Order provide otherwise. You should review the conditions of the insurance company contract for specific information.

## SURVIVOR BENEFITS

### ***Death Benefits***

If you die before you begin receiving your benefit from the Plan, the amount of your Individual Account is greater than \$5,000, and you are not married, your entire Individual Account will be paid to your beneficiary in any of the following forms:

- A single lump sum;
- in equal monthly payments for a period of 120 months or fewer, or
- a combination of a lump sum payment and equal monthly payments for a period of 120 months or fewer.

If the amount of your Individual Account is \$5,000 or less, the Death Benefit will be paid in a single lump sum.

If you die before you begin to receive your benefits from this Plan and you are married on the date of your death, one-half of the amount of your Accumulated Share will be used to provide a Preretirement Surviving Spouse Benefit to your surviving spouse and the remaining half of your Accumulated Share will be paid to your beneficiary as a Death Benefit.

### ***Preretirement Surviving Spouse Benefit***

The Preretirement Surviving Spouse Benefit provides a monthly pension to your surviving spouse for his or her lifetime. *Please note that solely for purposes of this Preretirement Surviving Spouse Benefit, a person is your surviving spouse if the two of you were married throughout the 12-month period ending on the date of your death.* If the amount of one-half of your Accumulated Share is \$5,000 or less, the Preretirement Surviving Spouse Benefit will be paid to your spouse in a single lump sum.

If your surviving spouse is also your designated beneficiary for your entire Individual Account, your surviving spouse may elect to receive either a monthly pension for his or her lifetime, which will be based on the entire amount of your Accumulated Share, or your spouse may elect to receive all of the Accumulated Share as—

- A single lump sum;
- in equal monthly payments for a period of 120 months or fewer, or
- a combination of a lump sum payment and equal monthly payments for a period of 120 months or fewer.

Your spouse will be required to elect his or her method of payment in writing, which must be witnessed by a Notary Public.

The Preretirement Surviving Spouse Benefit may be payable to your surviving spouse at any time after your death, but under no circumstances may your surviving spouse postpone the start of benefit payments beyond the April 1<sup>st</sup> following the calendar year in which you would have reached age 70½. Before the Administrator's office can pay the Preretirement Surviving Spouse Benefit, an application must be submitted that includes all information required to process the claim.

### ***Death After Retirement***

If you die after your Individual Account has been used to purchase an annuity contract from an insurance company, any payments to a beneficiary are determined by the type of annuity you have chosen.

### ***Designating a Beneficiary for Death Benefits***

When you become covered by the Plan, you should name someone to receive your Individual Account if you die. You may change your beneficiary designation at any time by filling out a new Designation of Beneficiary Form, which is available through the Administrator's office, and submitting it to the Administrator. A change in beneficiary is effective only if a properly completed Designation of Beneficiary Form is *received* by the Administrator's office before your death.

If you are married, your spouse is entitled to one-half of your Individual Account as a Preretirement Surviving Spouse Benefit (see above). You also may designate your spouse to be your beneficiary for purposes of the other half of your Individual Account. Your spouse will then receive 100% of your Individual Account. However, you may instead designate any other person to receive one-half of your Individual Account instead of your spouse.

*A divorce will not change your beneficiary designation. If you are divorced and wish to change your beneficiary, you must submit a new Designation of Beneficiary Form to the Fund Administrator's office.*

### ***What if there is no Beneficiary?***

If you have not designated a beneficiary for the Death Benefit from this Plan, or if the beneficiary you designated is not living at the time of your death, any Death Benefit will be paid to the first person(s) in the following list who is/are living at the time of your death:

- your surviving spouse,
- your surviving children,
- your surviving parents,
- your surviving siblings, or
- your estate.

If two or more persons become entitled to payment of the Death Benefit, the benefit will be divided equally among them.

## **APPLYING FOR BENEFITS**

The payment of benefits under this Plan is not automatic. You must apply for benefits on the application form provided by the Trustees. An application form may be obtained from the Administrator's office.

### ***Commencement of Benefits***

Benefits will be paid effective on the date you indicate on your application if all documentation, including a completed application, has been received by the Administrator's office. The Effective Date of Benefits is the date designated by you or established after all information required for payment of benefits has been received by the Plan.

Under the law, the Effective Date of your benefits cannot be more than 180 days or less than 30 days after you are provided with an explanation and comparison of the different methods of payment of your benefit under the Plan. You (and your spouse, if applicable) can waive the 30-day waiting period in writing and receive benefits earlier.

Your benefits may be paid promptly after a complete application has been filed if your Individual Account is \$5,000 or less or the benefit is being paid as a 50% Joint-and-Survivor Annuity after you have reached Normal Retirement Age. The law also requires that your benefits must begin no later than April 1<sup>st</sup> following the calendar year you in which you reach the age of 70½.

### ***Return to Covered Employment***

If you return to Covered Employment, you will again participate in the Plan upon receipt of contributions for your work in Covered Employment.

### ***Right to Appeal***

If your application for benefits is denied in whole or in part, or if you disagree with a ruling, determination or action of the Fund, the Fund Administrator's office will provide you with a written or electronic notice of the decision within a reasonable period of time, but not later than 90 days after your application has been received. This 90-day period may be extended for an additional 90 days if special circumstances require that additional time is needed to process your application. If an extension is needed, you will be given written notice of the delay prior to the expiration of the initial 90-day period, stating the reason(s) why the extension is necessary and the date by which a decision is expected to be reached.

A notice denying your application will set forth the reasons for the denial, references to any pertinent Plan provisions, a description of any additional material or information which might help your claim, an explanation of why that information is necessary, and a description of the

Plan's review procedures and applicable time limits, including a right to bring a civil action under Section 502(a) of ERISA.

If your application for benefits is denied, in whole or in part, or if you disagree with a policy, determination or action of the Fund, you may request the Board of Trustees to review your benefit denial or the Fund policy, determination or action with which you disagree, by submitting a written appeal to the Trustees. 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 benefit you claim or why you disagree with a Fund policy, determination or action. The Trustees can best consider your position if they clearly understand your claims, reasons and/or objections. You should also include any documents that support your application. The review of your application will take into account all comments and documents that support your position, even if the Fund did not have this information in making the initial determination. Upon receipt of an adverse benefit determination, you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, relevant information regarding a claim determination.

Your written appeal must be submitted within 60 days of receiving the benefit denial notice or after you learn of a Fund policy, determination or action with which you disagree and which is not a benefit denial.

The Board of Trustees, or a committee of Trustees appointed by the full Board, will review your appeal. The Board of Trustees will provide you with a written notice of its decision within 60 days after the Administrator receives your appeal, unless special circumstances require an extension of time. If the Board of Trustees needs more than 60 days to decide your appeal, you will be notified in writing before the first 60-day period is up and given an estimate regarding when the Board of Trustees expects to reach a decision.

You will receive written or electronic notice of the Trustees' decision on appeal within 5 days of their decision. The notice will explain the specific reasons for the adverse determination, will include specific references to Plan provisions on which the decision is based and may indicate if additional information might help your claim. The notice will include a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, relevant information regarding a claim determination and a statement of your right to bring a civil action under Section 502(a) of ERISA.

***The Trustees' decision will be final and binding upon all parties including any person claiming a benefit on your behalf. The Trustees have full discretion and authority to determine all matters relating to the benefits provided under this Plan including, but not limited to, all questions of coverage, eligibility, and the method of providing or arranging for benefits. If the Trustees deny your appeal, and you decide to seek judicial review, the Trustees' decision shall be subject to limited judicial review to determine only whether the decision is arbitrary and capricious.***

You may renew your appeal if you have any additional information or arguments to present. A renewed appeal must be submitted in writing, and the rules and time limits stated above apply. This reconsideration of your appeal is optional and will not affect your right to other benefits under the Plan. The Plan waives any right to assert that you have failed to exhaust administrative remedies because you did not submit your denied appeal to the Trustees for reconsideration. Also, the Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that any such voluntary appeal is pending. You will not be charged any fees or costs as part of this optional appeal.

All determinations of initial claims and appeals will be made in accordance with the Plan document, policies, and rules, and will apply the Plan provisions consistently, to the extent reasonable, with respect to similarly situated applicants.

You may designate a representative to act on your behalf in filing an application or an appeal. If the Administrator, Trustees, or entity acting on behalf of the Fund, are uncertain whether or not you have designated a representative, either may request that you put such designation in writing and may decline to communicate with a third party claiming to be a representative until such written designation is received.

Throughout the procedures described above, there are several time limits within which an applicant must file an application or appeal and within which a decision on such application or appeal must be issued. The Administrator's office or Trustees may agree to extend the time limits within which an applicant must file and the applicant may agree to extend any time limit within which a decision must be issued. The agreement to extend a time limit must be knowing, explicit, and confirmed in writing before the time period in question expires.

## **ANSWERS TO OTHER COMMON QUESTIONS**

### ***If I Owe Money, Can I Sign Over My Individual Account?***

No. The law requires the Plan to include a provision prohibiting the assignment of your benefit to another person. This is for your protection. However, if the Trustees receive a domestic relations order, which the Annuity Plan determines is a Qualified Domestic Relations Order requiring that some or all of your benefit be paid to an alternate payee (your spouse, former spouse or your child), that order will be honored to the extent required by law.

### ***What Rights to My Benefits Can My Spouse, Ex-Spouse or Dependents Have?***

If you become legally separated or divorced, your spouse, ex-spouse, child or other dependent may be entitled to receive some or all of your benefits under the Plan to the extent awarded in a court decree that meets the legal requirements of a Qualified Domestic Relations Order. Upon request, the Administrator's office will provide the Plan's Procedures for Determining the Qualified Status of a Domestic Relations Order.

### ***Are My Benefits Affected by Receipt of Social Security or Other Benefits?***

No. Your benefits from this Plan are in addition to any Social Security or other retirement benefits and are not affected by them.

### ***Do I Have to Pay Tax on the Money Earned in My Individual Account?***

Generally, the money in your Individual Account is not taxable until you actually receive it. When you receive the money in your Individual Account, you must report it as taxable income.

Federal law governs the withholding of income tax and tax free rollovers. You will be given the opportunity to elect a direct transfer of the money in your Individual Account to another "eligible retirement plan" (as defined by law). An "eligible retirement plan" includes an individual retirement account or annuity, an annuity plan or annuity contract described in Section 403(a) or (b) of the Internal Revenue Code, an eligible plan under Section 457(b) of the Internal Revenue Code that is maintained by a state or local government, or another qualified plan that accepts rollovers.

Not all benefit payments from this Plan are "Eligible Rollover Distributions" as defined by law. An Eligible Rollover Distribution does not include benefits paid as a:

- Life Annuity
- 50% Joint-and-Survivor Annuity
- 75% Joint-and-Survivor Annuity
- Preretirement Surviving Spouse Annuity

You must complete the appropriate forms and inform the Fund Administrator's office of the name of the plan, IRA or other eligible retirement plan to which you wish to directly transfer your benefit amount, as well as any other information that is necessary to make the transfer. If you are eligible for a "direct rollover" to another eligible retirement plan and do not elect to do so, the Plan must withhold 20% federal income tax from your distribution and you may also be subject to the 10% excise tax. You will be notified about your right to make a rollover at the time you ask for a distribution.

These rollover rules also apply for distributions received by your spouse. The Plan will notify your spouse of his or her right to make a "direct rollover" in the manner and at the time required by law.

To determine the best way for you to receive the money in your Individual Account and the tax consequences of any payments you receive, you should discuss your particular circumstances with your tax advisor.

### ***Does the Plan Maintain Special Rules for Non-Collectively Bargained Employees?***

The IRS has issued rules governing the Plan's coverage of non-bargaining unit employees. These rules provide that if an employer contributes to a collectively bargaining pension plan on behalf of employees who are not in a collective bargaining unit, the "non-bargaining unit employees" of that employer must separately meet these IRS requirements without taking bargaining unit employees into account.

Employers (including Local Unions) who provide contributions to non-bargaining unit employees are required to provide the Plan with written certification that their contributions do not violate nondiscrimination and coverage rules, or must provide the Plan with enough information for the Plan to determine compliance with the IRS rules.

If requirements of the Internal Revenue Code are not met or the employer does not complete a certification or otherwise cooperate with the Plan's efforts to determine the employer's compliance with IRS requirements, the non-bargaining unit employees will not earn benefits under the Plan from the date of the employer's noncompliance or failure to cooperate.

### ***What are my Rights Under the Employee Retirement Income Security Act of 1974?***

As a Participant in the Mid-Atlantic States District Council Participating Locals' Annuity Fund, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits.**

Examine, without charge, at the office of the Administrator and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and copies 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 the updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator by law has to give you a copy of this summary annual report every year.

#### Prudent Actions by Plan Fiduciaries.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the administration of your Plan. The people who administer your Plan are called "fiduciaries." They have a duty to do their job prudently and in your interest and in the interest of all other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or in any way discriminate against you to prevent you from obtaining a benefit under this Plan or exercising your rights under ERISA.

#### Enforce Your Rights.

If your claim for a benefit is denied in whole or in part, you have the right to receive a written explanation of the reason for the denial. You also have the right to have the Trustees review and reconsider your claim.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent to you 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 Questions.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries,

Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling EBSA at 1-866-998-7542 or visiting EBSA's website at: <http://www.dol.gov/ebsa/contactEBSA/consumerassistance.html>.

## **ADDITIONAL IMPORTANT INFORMATION**

### ***Plan Identification***

The official name of the Plan is the Mid-Atlantic States District Council Participating Locals' Annuity Plan. It is classified as a defined contribution, profit-sharing plan. This type of plan does not have termination insurance under the Pension Benefit Guaranty Corporation. The Plan is also an ERISA Section 404(c) plan providing for participant-directed investments.

The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is 54-1768039. The Plan Number assigned by the Board of Trustees is 002.

### ***Plan Year***

The Plan Year ends on December 31.

### ***Service of Legal Process***

The following has been designated as the agent for the service of legal process:

Board of Trustees  
Mid-Atlantic States District Council Participating Locals' Annuity Fund  
c/o Lawrence C. Musgrove Associates, Inc.  
3321 Shenandoah Avenue, N.W.  
Roanoke, VA 24017

In addition, legal process may be served on any Plan Trustee.

### ***Board of Trustees***

The Board of Trustees consists of Employer and Union representatives, selected by Contributing Employers and the Local Unions, in accordance with the Trust Agreement which relates to this Plan. If you wish to contact the Board of Trustees you may use the address and telephone number below:

Board of Trustees  
Mid-Atlantic States District Council Participating Locals' Annuity Fund  
c/o Lawrence C. Musgrove Associates, Inc.  
P.O. Box 13487  
Roanoke, VA 24034  
(540) 345-7735  
(800) 552-6972

The Board of Trustees has designated the Fund Administrator to perform the day-to-day business of the Plan. To contact the Administrator, write or call to the address/phone numbers listed above.

### ***Contribution Source***

This Plan was established through collective bargaining. A copy of a collective bargaining agreement(s) may be obtained from the Administrator's office upon written request. A charge may be made to cover the cost of providing the requested documents. The Administrator's office will also provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of employees working under a collective bargaining agreement.

### ***Plan Documents***

A copy of Plan documents may be obtained from the Administrator's office upon written request. A charge of up to 25¢ per page may be made to cover the cost of providing the requested documents. Also, you may examine the Plan documents during normal business hours at the Administrator's office or, within 10 days of a written request to the Administrator's office, at the office of a Participating Local Union or at worksites where 50 or more Participants customarily work.

### ***Funding Medium***

Benefits are provided from the Plan's assets, which are accumulated under the provisions of collective bargaining agreements and the Trust Agreement and are held in a trust fund for the sole purpose of providing benefits to Participants and paying the Plan's administrative expenses.

### ***Amendment Provisions***

The Trustees have the authority to amend the Plan in accordance with the Trust Agreement. The Trustees are required to make amendments necessary to maintain the tax qualified status of the Plan.

### ***Termination Provisions***

It is intended that this Annuity Plan will continue indefinitely, but the Board of Trustees reserves the right to change and/or discontinue the Plan and the Trust Fund at any time. The Trustees may terminate the Plan and Trust Fund by a document in writing adopted by a majority of the Trustees if in their opinion the Fund is not adequate to carry out its intent and purpose, or is not adequate to meet the payments due or which may become due. The Plan and Trust Fund may also be terminated if there are no individuals living who can qualify as Participants or Beneficiaries under the Plan. Finally, the Plan and Trust Fund may be terminated if there are no longer any Collective Bargaining Agreements requiring contributions

to the Plan and Trust Fund. The Trustees have the complete discretion to determine when and if the Fund should be terminated.

If the Plan and Trust Fund are terminated, the Trustees will pay the expenses of the Fund, arrange for a final audit, give any notice and prepare and file any reports which may be required by law, and apply the assets of the Fund in accordance with the Plan, including amendments adopted as part of the termination, until the assets of the Fund are distributed. Under no circumstances will any portion of the Fund revert or inure to the benefit of an Employer or the Union.

Upon termination, the Trustees will make reasonable efforts to contact each Participant, or, if the Participant is deceased, the Participant's beneficiary. If a Participant cannot be located or does not make a claim for payment of his Individual Account within ninety (90) days following notice by registered mail to the Participant's last known address, the Trustees will place the Individual Account in a federally insured savings account. The names of the individuals for whom an account is established will be available for reference with the Union.

### ***Where to Get More Information***

You may obtain additional information about the Plan by writing to the Administrator's office. So that the Administrator's office may more effectively respond to your inquiries, be sure to include your name, address, Social Security number, and the name of your Contributing Employer in any correspondence to the Administrator's office.

### ***Authority of the Board of Trustees / Very Important Information***

The Board of Trustees has the exclusive responsibility and complete discretionary authority to control the operation and administration of the Plan, with all powers necessary to enable it to properly carry out such responsibility. For example, the Board of Trustees has the exclusive responsibility and authority to construe the terms of the Plan and to resolve all interpretative, equitable, and other questions that arise in the operation and administration of the Plan. The Board of Trustees also reviews and makes final decisions on all claims for benefits. All actions or determinations of the Board of Trustees are final, conclusive and binding on all persons.

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*We emphasize that this Summary Plan Description is a general explanation of the most important provisions of the Plan of Benefits of the Mid-Atlantic States District Council Participating Locals' Annuity Fund. This Summary Plan Description is not a substitute for the official Annuity Plan document. As such, your rights to benefits under the Plan will be governed solely by the terms of the official Annuity Plan document itself.*

*Nothing in this Summary Plan Description is meant to interpret, extend or change in any way the formal rules and regulations of the official Annuity Plan document. In other words, this Summary Plan Description does not grant any rights in addition to (or different from) those granted in the official Annuity Plan document. In case of doubt or conflict, the official Annuity Plan document as interpreted by the Board of Trustees will always govern.*