

Omaha
Construction
Industry
Pension Plan

Summary Plan Description

(As Amended through April 1, 2018)

**OMAHA CONSTRUCTION INDUSTRY
PENSION PLAN**

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(As Amended through April 1, 2018)

April 2018

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**OMAHA CONSTRUCTION INDUSTRY
PENSION PLAN**

To All Participants:

As Trustees of your Pension Plan, we are pleased to present you with this new booklet describing the present features of your retirement program. Since the printing of the last booklet, several changes have been made in the Plan.

We urge you to read this booklet. Your pension is important for your financial planning. We also urge you to show the booklet to your family. It is important that they be aware of your retirement benefits and the survivor protection offered. After you have read this booklet, please keep it for future reference.

We will continue to keep you advised of any changes in the Pension Plan, and we will continue our efforts to provide a greater measure of security for employees who work in the industry. ***PLEASE BE SURE THAT THE FUND OFFICE HAS YOUR CURRENT ADDRESS AT ALL TIMES.***

With best wishes for the future.

Sincerely,

BOARD OF TRUSTEES

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IMPORTANT TO REMEMBER

Save this booklet. Put it in a safe place.

Tell your family, particularly your spouse, about this booklet and its location.

If you lose your copy, you may request another copy from the Fund Office.

If you worked in Covered Employment for five or more years and are leaving without definite plans to return, you may be entitled to a pension payable when you reach retirement age. To protect your benefit rights, call or write the Fund Office to request a statement of your benefit rights. If you are vested, the Fund Office will notify the government so that the Social Security Administration can remind you of your Vested Pension rights at the time that benefits should commence.

Notify the Fund Office promptly of any change of address. If the Trustees are unable to reach you at your last address on record, benefit payments will be delayed without interest.

Only the full Board of Trustees is authorized to interpret the Plan and benefits described in this booklet. No Employer or Union representative is authorized to interpret this Plan nor can any such person act as agent of the Trustees. If you wish any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the full Board of Trustees either by the Trustees or by the Fund Administrator.

SPECIAL NOTICE

It is extremely important you keep the Fund Office informed of any change in address or desired change in beneficiary. However, if you are married, your spouse **must** be your beneficiary. This is your obligation, and failure to fulfill this obligation could jeopardize your eligibility for benefits.

The importance of a current, correct address on file in the Fund Office cannot be overstated! It is the **ONLY** way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

DEFINITIONS

When the following terms appear in this booklet, they will have the following meanings:

1. Actuarial Equivalent

The term “Actuarial Equivalent” means two benefits of equal actuarial present value. Generally, any optional form of benefit under the Plan will have the same value as the Participant’s nonforfeitable accrued benefit payable at Normal Retirement Age or, if later, the Annuity Starting Date of the Participant’s pension. The determination of an Actuarial Equivalent is based on actuarial assumptions stated in the Plan.

2. Annuity Starting Date

The term “Annuity Starting Date” means the first day of the first month after the later of: (i) the first day of the month following submission by the Participant and receipt by the Fund of a completed application for benefits or, if later, the first of the month following the month that the Participant stops working in Covered Employment; or (ii) 30 days after the Plan advises the Participant of the available benefit payment options. The Annuity Starting Date will not be later than April 1 of the calendar year following the year in which the Participant reaches age 70-1/2.

3. Association

The term “Association” means the Omaha Building Contractors Employers Association (OBCEA) or its successors and/or assigns composed of employers of the members of building trades, mechanics and laborers.

4. Break-in-Service

On and after January 1, 1976, the term “Break-in-Service” means a Plan Year during which an Employee who has become an eligible Participant fails to accumulate 250 Hours of Service.

Temporary Break-in-Service

The Participant’s Break-in-Service is considered temporary and his prior Years of Vesting Service and Years of Credited Service are not forfeited until he suffers at least five consecutive One-Year Breaks in Service, unless he has obtained a right to a vested benefit.

Exceptions

A Participant’s failure to accumulate 250 Hours of Service will not be considered a One-Year Break-in-Service if that failure is due to:

- a. total disability because of accident or illness, or
- b. military service.

Effective January 1, 1985, a Participant on maternity or paternity leave will be credited with Hours of Service at the rate of eight hours per day, up to a maximum of 500 total hours in a plan year, to prevent a Break-in-Service during the Plan Year in which the absence begins or the next following Plan Year. “Maternity or paternity leave” means absence due to:

- a. the Participant’s pregnancy,
- b. the birth of the Participant’s child,
- c. adoption of a child by the Participant,
- d. caring for the Participant’s child immediately after its birth or adoption.

In addition, any leave of absence granted by your Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) will not be counted as a Break-in-Service for purposes of determining eligibility and vesting under the Plan.

The Fund Office must be notified of the qualifying circumstances in writing on a form satisfactory to the Trustees for the Participant's status to be protected in any case. In all cases, hours credited or exceptions granted are only for the purpose of continuing participation and do not affect benefit accrual or vesting status.

Permanent Break-in-Service

A Participant who accumulates consecutive One-Year Breaks-in-Service equal to the greater of:

- a. five years, or
- b. the number of Years of Service accumulated before the Break-in-Service began

is considered to have a Permanent Break-in-Service and forfeits his rights to all prior Years of Service unless he has acquired a vested right to a pension, whether immediate or deferred.

A Vested Employee who returns to Covered Employment is eligible to participate in the Plan immediately. Non-Vested Employees who incur a Permanent Break-in-Service must satisfy the initial requirement for eligibility to participate as if they had not previously participated in the Plan.

5. Computation Period for Eligibility to Participate

The initial Computation Period for Eligibility to Participate in the Plan begins on the first day of the Employee's first payroll period, as long as the payroll period is no more than 31 days, and ends on the anniversary of the last day of such payroll period. After the initial computation period for eligibility, the Plan Year is the Computation Period for Eligibility to Participate.

6. Continuous Employment

The term “Continuous Employment,” sometimes referred to as “Contiguous Employment,” means any periods of service that are not separated by a quit, discharge, or other termination of employment between the periods.

7. Contribution Period

The term “Contribution Period” means, with respect to a unit or classification of employment, the period during which the Employer is a Contributing Employer with respect to the unit or classification of employment.

8. Covered Employment

The term “Covered Employment” means employment of an Employee by an Employer in a category covered by a Collective Bargaining Agreement, participation agreement, assent letter, or other agreement with the Union requiring payments to the Trust Fund, including such employment prior to the Contribution Period that if performed during the Contribution Period would have resulted in contributions being paid to the Fund. This definition of Covered Employment includes, but is not limited to, Fund Employees and/or Union Employees.

9. Early Retirement Age

The term “Early Retirement Age” means the Participant’s age that is prior to his 65th birthday but after the later of:

- a. the date he has earned five or more Years of Credited Service, and
- b. his 55th birthday.

10. Effective Date of Pension Plan

The term “Effective Date of Pension Plan” means October 11, 1967, and as subsequently amended and restated effective January 1, 1976, January 1, 1987, January 1, 1989, January 1, 1999 and January 1, 2009.

11. Employee

The term “Employee” means a person who is an employee of an Employer for whose employment the Employer is obligated by a Collective Bargaining Agreement, participation agreement, assent letter, or any agreement with the Union to contribute to the Fund. If the Union or Fund is a Contributing Employer, the employees with respect to whom such Employer participates in the Plan are deemed to be Employees.

The term “Employee” shall also include a Leased Employee. A “Leased Employee” shall be considered an Employee, but shall not be eligible to participate in this Plan unless such participation is required as a condition of the Plan’s qualification under Section 401(a) of the Code.

A “Leased Employee” means an individual who provides services for a Contributing Employer if:

- a. such services are provided pursuant to an agreement between a Contributing Employer and any other person;
- b. such individual has performed such services for a Contributing Employer (or a related person within the meaning of Section 144(a)(3) of the Code) on a substantially full-time basis for a period of at least one-year; and
- c. the individual is under the control of the Contributing Employer.

The term “Employee” does *not* include:

- a. a sole proprietor who is a Contributing Employer,
- b. a partner who is a Contributing Employer, regardless of the size of the partnership interest, or
- c. anyone else whose ownership would, in the opinion of the Trustees, jeopardize the tax exempt status of the Fund or violate provisions of Employee Retirement Income Security Act of 1974.

12. Employer or Contributing Employer

The term “Employer” or “Contributing Employer” means:

- a. an employer that is a member of or is represented in collective bargaining by an Association that is bound by a Collective Bargaining Agreement providing for contributions to the Fund with respect to Employees represented by a Local Union or with respect to other Employees of the Employer approved by the Trustees.
- b. an employer that is not a member of or represented in collective bargaining by an Association but that is bound by a Collective Bargaining Agreement providing for contribution to the Fund with respect to Employees represented by a Local Union, or is otherwise required to make such payments.
- c. an employer that has by agreement with the International Union agreed to make contributions into the Fund for work performed within the territorial or trade jurisdiction of a Local Union that requires by Collective Bargaining Agreement with the Employers working within its jurisdiction that contributions be made into the Fund.
- d. a Local Union that is a party to a Collective Bargaining Agreement requiring contributions by its Employers into the Fund, for the purpose of making the required contributions into the Fund as the Employer of the Employees of the Local Union for whom the Local Union agrees to contribute to the Fund in accordance with the rules adopted by the Trustees.
- e. the International Union or any state or local labor organization, for the purpose of making the required contributions into the Fund as the Employer of the Employees of said labor organizations who were previously Participants in this Fund for which said labor organizations agree to contribute to the Fund in accordance with the rules adopted by the Trustees.

- f. this Fund or other trust funds to which a Local Union or the International Union is a party, for the purpose of making the required contributions into this Fund as the Employer of Employees of said trust funds for which said trust funds agree to contribute to this Fund in accordance with the rules adopted by the Trustees.
- g. an Association, for the purpose of making the required contributions into the Fund as the Employer of Employees of said Association for which said Association agrees to contribute to the Fund in accordance with the rules adopted by the Trustees.

Provided, however, that the foregoing reference to Local Unions, the International Union, state or local labor organizations and trust funds as “Employers” shall not be deemed to convey to these organizations any right or privilege granted by this Trust Agreement to Employers who are bona fide contractors.

13. Future Service

The term “Future Service” means the Participant’s Years of Service following January 1, 1967 during the Participant’s period of continuous Covered Employment.

14. Hour of Service

The term “Hour of Service” means each hour for which an Employee is paid or entitled to be paid by a Contributing Employer, including certain hours of vacation, holiday, illness, jury duty, leave of absence and back pay. Generally, an Hour of Service is used to determine participation in the Plan, Breaks-in-Service and vesting service. Hours of Service are also counted for pension credits but only if such hours are worked in Covered Employment for which contributions are paid to the Fund.

15. Normal Retirement Age

The term “Normal Retirement Age” means the Participant’s 65th birthday or the Participant’s age on the fifth anniversary of his participation in the Pension Plan, whichever is later.

16. Participant

Each Employee who was a Participant in the restated Plan as of December 31, 2008, is considered to be a Participant in the Plan as of January 1, 2009.

An Employee who begins employment after December 31, 2008 will become a Participant on the first day of the month following completion at least 250 Hours of Service in Covered Employment.

17. Plan Year

The term “Plan Year” means the 12 month period beginning January 1 and ending the following December 31.

18. Total and Permanent Disability

The term “Total and Permanent Disability” means a physical or mental condition that the Trustees find, on the basis of medical evidence, totally prevents a Participant from engaging in any regular occupation or employment permanently and continuously during the remainder of his life. A Participant is not considered permanently and totally disabled for the purpose of this Plan if his incapacity:

- a. consists of addiction to narcotics; or
- b. is contracted, suffered, or incurred while he was engaged in or a result of a felonious activity; or
- c. results from an intentionally self-inflicted injury; or
- d. results from an injury, wound or disability incurred while in military service; or

- e. results from an injury, wound or disability incurred that arises out of a state of war.

19. Union

The term “Union” means those Unions who have a Collective Bargaining Agreement, an assent letter or a participation agreement with any Employer covering the terms and conditions of employment including but not limited to requiring contributions to the Pension Fund. An assent letter or participation agreement are contracts requiring the Employer to abide by the terms and conditions of a Collective Bargaining Agreement such as, but not limited to, one with the Omaha Building Contractors Employers Association. Contributions required under a Collective Bargaining Agreement, assent letter, participation agreement or any other agreement with the Union shall be accepted even though the Collective Bargaining Agreement, assent letter, participation agreement or other agreement has terminated until the negotiating parties have declared an impasse in negotiations in writing or a party to the agreement(s) has legally renounced the agreement(s).

20. Vested Employee

The term “Vested Employee” means a Participant who has five or more Years of Future Service or has attained Normal Retirement Age.

21. Years of Credited Service

The term “Years of Credited Service” means the number of years for which a Participant receives credit on the records of the Fund. A Participant’s total Years of Credited Service are equal to the number of years of Past Service plus the number of years of Future Service, and is used for participation, vesting and eligibility for benefits.

a. Employment Before the Contribution Period

i) **Past Service**

With reference to employment prior to your Union affiliation date, the term Past Service shall mean any 12 month period of January 1 to December 31 prior to January 1, 1967 (January 1, 1969 for Tilers #1 that is now a part of Bricklayers #1), during which an Employee worked for any employer or employers within the jurisdiction of the Union prior to the date of the Union's participation. A maximum of 15 Years of Past Service will be granted. A Participant must have at least five Years of Future Service during the Plan Years 1967 through 1971 (1969 through 1973 for Tilers #1 that is now part of Bricklayers #1) to be awarded Past Service.

ii) **Future Service**

A Participant in the Plan prior to the Contribution Period will be given a Year of Credited Service for his last period of continuous Past Service or Future Service in Covered Employment (for which his Employer was required to contribute to the Pension Fund on his behalf). Any Years of Credited Service that a Participant had before a Permanent Break-in-Service will not be counted.

b. Employment During the Contribution Period

A Participant will be granted a Year of Service for each Plan Year commencing on or after January 1, 1976 in which he has at least 250 Hours of Work in Covered Employment. An "Hour of Work" means each hour for which an Employee actually worked for an Employer or is entitled to pay from an Employer.

For purposes of determining Years of Credited Service, all Covered Employment with all Employers and all Continuous Employment with an Employer maintaining the Plan will be taken into account.

PARTICIPATION

When Will I Become A Participant?

Generally, you will become a Participant upon completion of 250 Hours of Service. Your participation date is the first day of the month following completion of 250 Hours of Service in Covered Employment.

Example: If you started work on August 1 and completed 250 Hours of Service between August 1 and December 15, you would become a Participant on January 1.

You start earning vesting service only after you become a Participant. *However, you will receive vesting service retroactively, based on work performed before participation, once you are a Participant. Work performed before a Permanent Break-in-Service will not be counted.*

Will I Ever Lose My Status As A Participant?

You will no longer be a Participant if in a Plan Year you fail to complete 250 Hours of Service. This is called a One-Year Break-in-Service. However, once you are vested and have earned a right to a pension (other than for disability) you cannot lose your status as a Participant.

How Can I Regain My Status As A Participant?

If you lose your status as a Participant, you may again become a Participant by completing 250 Hours of Service during a 12-consecutive-month period.

YEARS OF CREDITED SERVICE AND VESTING SERVICE

How Can I Earn Years Of Credited Service?

The rules for Years of Credited Service differ depending on whether such service is for employment during the Contribution Period (sometimes called Future Service credit) or before the Contribution Period (sometimes called Past Service credit).

Employment During the Contribution Period. On and after January 1, 1967, you earn Years of Future Credited Service for your period of continuous Covered Employment with an Employer who is obligated to contribute to the Fund on your behalf.

Employment Before the Contribution Period. If you worked in Covered Employment under the jurisdiction of the Union from January 1, 1952 to December 31, 1966 (December 31, 1968 for Tilers #1 that is now a part of Bricklayers #1), you will receive Years of Past Credited Service for full years of continuous service, up to a maximum of 15 Years of Past Credited Service, if you earn at least five Years of Credited Future Service during the Plan Years 1967 through 1971 (1969 through 1973 for Tilers #1 that is now part of Bricklayers #1).

The Trustees will determine the amount of your Years of Credited Past Service, if any, on the basis of the best available evidence. Such evidence may be obtained from Union records, Social Security records or other materials acceptable to the Trustees. Decisions of the Trustees as to the amount of your Years of Credited Past Service are final and binding.

How Can I Earn Years Of Vesting Service?

You are credited with a Year of Vesting Service for each Plan Year in which you complete at least 250 Hours of Service.

What Is The Difference Between Years Of Credited Service And Years Of Vesting Service?

The differences between Years of Credited Service and Years of Vesting Service are:

- A Year of Vesting Service is earned for all Hours of Service and a Year of Credited Service is earned only for work in Covered Employment. An Hour of Service is each hour for which an Employee is paid or entitled to be paid by a Contributing Employer, including not only hours of work but also certain hours for which no work is performed, such as disability or military service.
- A Year of Vesting Service is earned only during the Contribution Period, but a Year of Credited Service may be earned both before and during the Contribution Period.
- Both a Year of Vesting Service and a Year of Credited Service are earned in full years only.
- If you are eligible for a pension, your benefit amount is calculated based on Years of Credited Service, not Years of Vesting Service.
- You may qualify for a Vested Pension based only on Years of Vesting Service. All other types of pensions require Years of Credited Service.

BREAKS IN SERVICE

What Happens If I Have A Permanent Break-in-Service?

Generally, if you are absent from Covered Employment for a long period of time you may have a Permanent Break-in-Service. If you have a Permanent Break-in-Service you will lose all of your Years of Credited Service and Years of Vesting Service earned before the Permanent Break-in-Service. However, once you have met the requirements for any type of pension (other than a disability pension), you cannot have a Permanent Break-in-Service.

What Is A One-Year Break-in-Service?

You will have a One-Year Break-in-Service in any Plan Year after December 31, 1975 in which you fail to complete 250 Hours of Service. A One-Year Break-in-Service is repairable by working for at least 250 hours in Covered Employment before incurring a Permanent Break-in-Service. If you repair a One-Year Break-in-Service, your previously earned Years of Credited Service and Years of Vesting Service will be restored.

What Are The Break-in-Service Rules?

The Break-in-Service rules differ depending on when you incurred the Break-in-Service.

Permanent Break-in-Service on or after January 1, 1985. Effective after December 31, 1984, you will have a Permanent Break-in-Service if your number of consecutive One-Year Breaks in Service equal or exceed the greater of five years or your number of Years of Vesting Service or Years of Credited Service, whichever is greater, unless you have obtained a vested right to a pension.

A grace period is available if you are absent from work due to a disability, military service, or maternity or paternity leave. During that period of absence, you are treated as having completed the number of hours that normally would have been credited but for the absence. However, the Hours of Service counted in order to avoid the One-Year Break-in-Service cannot exceed 500 hours in a Plan Year.

Example #1: A construction industry Employee's work record looks like this:

Plan Year Ending 12/31	Hours of Work	Years of Vesting Service	One-Year Breaks in Service
Year 1	2,000	1	0
Year 2	1,920	1	0
Year 3	150	0	1
Year 4	0	0	1
Year 5	0	0	1
Year 6	0	0	1
Year 7	0	0	1
Summary		2 Years of Vesting Service	5 Consecutive One-Year Breaks in Service

Because this construction worker has five consecutive One-Year Breaks-in-Service and has less than five Years of Vesting Service, he has a Permanent Break-in-Service. If, in this example, this construction worker had seven Years of Vesting Service, he would not lose his Years of Vesting Service as a result of a Permanent Break-in-Service because he would be vested.

Example #2: The following example shows how a construction industry Employee can repair his One-Year Breaks-in-Service. Once repaired, such temporary One-Year Breaks in Service are disregarded and there is no cancellation of pension credit or vesting service.

The construction worker's work record looks like this:

Plan Year Ending 12/31	Hours of Work	Years of Vesting Service	One-Year Breaks in Service
Year 1	2,000	1	0
Year 2	2,040	1	0
Year 3	2,000	1	0
Year 4	150	0	1
Year 5	100	0	1
Year 6	100	0	1
Year 7	80	0	1
Year 8	1,000	1	0
Summary		4 Years of Vesting Service	4 Consecutive One-Year Breaks in Service

This construction worker has four consecutive One-Year Breaks-in-Service and three Years of Vesting Service through Year 7. Because this construction worker returned to work before he had five consecutive One-Year Breaks-in-Service and completed at least 250 hours of work in Year 8, his temporary One-Year Breaks-in-Service were repaired. If this construction worker had another One-Year Break-in-Service in Year 8, he would have had a total of five One-Year Breaks-in-Service that would have been a Permanent Break-in-Service.

After an Employee has a Permanent Break-in-Service, he can earn Years of Credited Service and Years of Vesting Service again by completing 250 Hours of Service during a 12-consecutive-month period, thereby again becoming a Participant. However, his Years of Credited Service and Years of Vesting Service received prior to the Permanent Break-in-Service can never be restored.

Permanent Break-in-Service after December 31, 1975 and before January 1, 1985. After December 31, 1975 and before January 1, 1985, you will have a Permanent Break-in-Service if your number of consecutive One-Year Breaks-in-Service (including at least one after December 31, 1975) equal or exceed the greater of your number of Years of Vesting Service or Years of Credited Service.

Example #3: A construction industry Employee's work record looks like this:

Plan Year Ending 12/31	Hours of Work	Years of Vesting Service	One-Year Breaks in Service
1976	2,000	1	0
1977	2,000	1	0
1978	1,300	1	0
1979	150 (Break)	0	1
1980	100 (Break)	0	1
1981	0 (Break)	0	1
Summary		3 Years of Vesting Service	3 Consecutive One-Year Breaks in Service

This construction worker has three consecutive One-Year Breaks-in-Service. Because his consecutive One-Year Breaks-in-Service equal his Years of Vesting Service, he has a Permanent Break-in-Service that cancels all his Years of Credited Service and Years of Vesting Service.

Permanent Break-in-Service after December 31, 1971 and before January 1, 1976. If you left Covered Employment after December 31, 1971 and before January 1, 1976 and failed to earn at least 250 Hours of Service per year in two consecutive years, you incurred a Permanent Break-in-Service.

Permanent Break-in-Service before January 1, 1972. If you left Covered Employment before January 1, 1972 and failed to earn at least 250 Hours of Service in a 12-consecutive-month period you incurred a Permanent Break-in-Service.

What Are Grace Periods?

The Trustees recognize that, under certain circumstances, a Permanent Break-in-Service should not occur, even though you may be unable to work in Covered Employment. Therefore, you may be granted a “grace period” if your failure to earn a Year of Credited Service is due to total disability, military service or maternity or paternity leave. Hours credited for purposes of a “grace period” are solely for avoiding a Break-in-Service and will not count toward accrual of a Year of Credited Service or a Year of Vesting Service.

Disability. You will be allowed a grace period if your failure to earn a Year of Credited Service is due to total disability. Total disability is determined by the Trustees on the basis of medical evidence. To qualify for a disability grace period, you must give ***written notice*** to the Trustees. No grace period will be granted for any time prior to two years before receipt of such written notice, unless the Trustees find that there were extenuating circumstances that prevented a timely filing.

Military Service. You will be allowed a grace period if your failure to earn a Year of Credited Service is due to “qualified military service” as that term is defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). This grace period will include the entire time that you are in the military, provided that you return to work in Covered Employment after separation from the military with an honorable discharge or such other period as required under USERRA as shown below.

If an Employee was in military service:	The Employee must:
1 to 30 days	Report to a contributing Employer and the Union by the beginning of the first regularly scheduled workday after an honorable discharge (allowing 8 hours for travel).
31 to 180 days	Submit an application for re-employment to a contributing Employer and the Union within 14 days after the completion of your service with an honorable discharge.
More than 180 days	Submit an application for re-employment to a contributing Employer and the Union within 90 days after the completion of your service with an honorable discharge

Maternity or Paternity Leave. You will be allowed a grace period of up to 500 hours of Service if you are absent on or after January 1, 1985 and your absence is due to:

1. your pregnancy, or
2. birth of your child, or
3. placement of a child with you in connection with your adoption of the child, or
4. caring for your child during the period immediately following the birth or placement.

You must give ***timely information as the Trustees may reasonably require*** sufficient to establish that the absence from work is for the reasons listed above.

Family and Medical Leave. Any leave of absence granted by your Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) will not be counted as a Break-in-Service for purposes of determining eligibility and vesting.

TYPES OF RETIREMENT BENEFITS

What Different Types of Retirement Benefits Are Payable Under the Plan?

There are twelve types of retirement benefits payable under the Plan:

1. Normal Retirement Age Benefit
2. Regular Unreduced Retirement Pension
3. Early Retirement Pension
4. Total and Permanent Disability Benefit
5. Five Year Certain and Life Benefit
6. Ten Year Certain and Life Benefit
7. Pre-Retirement Death Benefit
8. Post-Retirement Death Benefit
9. Vested Pension
10. Joint and 50% Survivor Pension
11. Joint and 75% Survivor Pension
12. Pre-Retirement Surviving Spouse Pension

BENEFIT FOR A PARTICIPANT ACTIVE AT NORMAL RETIREMENT AGE

What Are The Eligibility Requirements For A Benefit At Normal Retirement Age?

Federal law requires that your benefits vest if you are actively at work in Covered Employment on or after you reach Normal Retirement Age, regardless of your number of Years of Credited Service or Years of Vesting Service. The term “Normal Retirement Age” means age 65 or, if later, your age on the fifth anniversary of your participation. However, your years of participation before a Permanent Break-in-Service are not counted.

What Is the Amount Of The Benefit At Normal Retirement Age?

The amount of the Benefit at Normal Retirement Age is determined in the same manner as the amount of the Regular Unreduced Retirement Pension.

What Does Actively At Work In Covered Employment Mean?

Generally, if an Employer employs you in a category covered by a Collective Bargaining Agreement, participation agreement, assent letter or any other agreement requiring contributions to the Plan, you are considered to be actively at work in Covered Employment. However, for purposes of the Benefit at Normal Retirement Age, you will not be deemed to be working in Covered Employment if at the time you reach Normal Retirement Age you have incurred a One-Year Break-in-Service (i.e., fail to complete 250 Hours of Service in Covered Employment) not followed by a Plan Year in which you work at least one hour in Covered Employment.

REGULAR UNREDUCED RETIREMENT PENSION

What Are The Eligibility Requirements For A Regular Unreduced Retirement Pension?

To be eligible for a Regular Unreduced Retirement Pension you must:

1. be at least 65 years old or your age as of the fifth anniversary of your participation, if later; or
2. be at least 60 years old and have at least 25 Years of Credited Service; or
3. retire on or after January 1, 1990, be at least 55 years old, and have at least 30 Years of Credited Service.

What Is The Amount Of The Regular Unreduced Retirement Pension?

The monthly amount of your Regular Unreduced Retirement Pension is determined by adding your Past Service benefit amount, if any, and your Future Service benefit amount.

Past Service Benefit Amount. You will receive \$3.00 for each year of Credited Past Service for the period January 1, 1952 to January 1, 1967 (January 1, 1969 for Tilersetters #1 that is now a part of Bricklayers #1), up to a maximum of 15 Years of Credited Past Service.

Future Service Benefit Amount. Your Future Service benefit amount is based on the applicable percentage of Employer contributions made on your behalf.

Effective for retirements occurring on or after July 1, 2004, provided that you worked at least 250 Hours of Service in Covered Employment in 1999 or a later year, your Future Service benefit amount will be:

Date Contributions Made	Future Service Benefit (% of contributions made of your behalf)
Prior to January 1, 2000	4.5%
January 1, 2000 – January 31, 2003	4.0%
February 1, 2003 – June 30, 2004	3.5%
July 1, 2004 – March 31, 2006	3.0%
April 1, 2006 – December 31, 2009	2.0%
January 1, 2010 – September 30, 2015	1.0% based on the first \$3.22 per hour
	1.5% based on excess of \$3.22 per hour
On and after October 1, 2015	1.0% based on the first \$3.22 per hour
	1.5% based on excess of \$3.22 per hour and no higher than \$4.00 per hour
	3.0% based on excess of \$4.99 per hour

IMPORTANT: Contributions made on your behalf during a Plan Year prior to your becoming vested will **NOT** be recognized if you fail to earn a Year of Credited Future Service (250 or more Hours of Work) during that Plan Year.

1. For pension applications filed after January 1, 1992, the percentage contribution rates used to calculate your retirement benefit will be the rates in effect on January 1 of the Plan Year in which you last earned 250 hours of Service in the jurisdiction of the Fund. If you are an inactive vested Participant, please contact the Fund Office for specific information regarding the calculation of your pension benefit.

2. If you were an inactive vested Participant on January 1, 1992 and you did not return to work and earn at least 250 Hours of Service in Covered Employment after that date, your Future Service benefit amount will be 4.0% of contributions made on your behalf per Year of Credited Future Service.

3. Any contributions made on your behalf before a Permanent Break-in-Service (see page 5) will not be counted in determining your Future Service benefit amount.
4. If you first start receiving your pension after you have reached Normal Retirement Age, your Future Service benefit amount will be adjusted (see page 64).

Plans entering into critical status, as defined by the Pension Protection Act of 2006 (PPA), or critical and declining status under the Multiemployer Pension Reform Act of 2014 (MPRA), may make additional modifications to past and future accruals that would not otherwise be allowed. You will be notified if the Plan enters into either status.

If you have any questions about the percentage of contribution that applies, please contact the Fund Office.

Example 1: Construction Worker “A” turns age 65 in January 2017, and chooses to retire on February 1, 2017. He was continuously employed since February 1, 1990, working over 250 hours in each year. Contributions made on his behalf prior to January 1, 2000 are \$60,000. Contributions made on his behalf after January 1, 2000 through January 31, 2003 are \$14,000. Contributions made on his behalf from February 1, 2003 through June 30, 2004 are \$6,000. Contributions made on his behalf from July 1, 2004 through March 31, 2006 are \$6,500. Contributions made on his behalf from April 1, 2006 through December 31, 2009 are \$16,500. Contributions made on his behalf from January 1, 2010 through September 30, 2015 are \$25,500 of which \$18,000 is on contributions up to \$3.22 per hour and \$7,500 is on contributions in excess of \$3.22 per hour. Contributions made on his behalf from October 1, 2015 through January 1, 2017 are \$2,100 of which \$1,200 is on contributions up to \$3.22 per hour, \$600 is on contributions in excess of \$3.22 but no more than \$4.99 per hour and \$300 is on contributions in excess of \$4.99 per hour. He is not married. He will be entitled to a monthly benefit of \$1,670.00 computed as follows:

Past Service Benefit	Monthly Benefit Amount
\$3.00 X 0 YEARS (1957-1967)	None
Future Service Benefit	
\$60,000 x 4.5% (prior to 1/1/2000) =	\$2,700.00
\$14,000 x 4.0% (1/1/2000 - 1/31/2003) =	\$560.00
\$6,000 x 3.5% (2/1/2003 - 6/30/2004) =	\$210.00
\$6,500 x 3.0% (7-1/2004 - 3/31/2006) =	\$195.00
\$16,500 x 2.0% (4/1/2006 - 12/31/2009) =	\$320.00
\$18,000 x 1.0% (contributions up to \$3.22/hr from 1/1/2010 - 9/30/2015) =	\$180.00
\$7,500 x 1.5% (contributions in excess of \$3.22/hr from 1/1/2010 - 9/30/2015) =	\$112.50
\$1,200 x 1.0% (contributions up to \$3.22/hr on and after 10/1/2015) =	\$12.00
\$600 x 1.5% (contributions in excess of \$3.22/hr but no more than \$4.99/hr on and after 10/1/2015) =	\$9.00
\$300 x 3.0% (contributions in excess of \$4.99/hr after 10/1/2015) =	\$9.00
Regular Unreduced Retirement Pension	\$4,307.50

If Construction Worker “A” is married, but he and his spouse waived the Joint and 50% Survivor Pension (see page 49), he would be entitled to a monthly benefit of \$4,307.50.

If Construction Worker “A” is married, but he and his spouse wish to receive the Joint and 50% Survivor Pension (see page 49), he would be entitled to a smaller monthly benefit payable during his lifetime with 50% of that amount being paid to his spouse if she survives him. See page 49 for an explanation of how his monthly pension will be reduced.

Example 2: Construction Worker “B” has the same work history as Construction Worker “A”, but he retires at age 62 on February 1, 2017 with 25 Years of Credited Service. He was continuously employed since February 1, 1992, working over 250 hours in each year. His monthly pension benefit will be the same as the benefit for Construction Worker “A”.

When Will My Regular Unreduced Retirement Pension Begin?

Once you have satisfied one of the eligibility requirements for the Regular Unreduced Retirement Pension, your Regular Unreduced Retirement Pension payments will be effective on the first day of the month after the later of:

1. the date that you submit a completed application for benefits or, if later, the date you last worked in Covered Employment; or
2. 30 days after you are advised of your benefit payment options.

Your first payment will be made on the last business day of the month in which your pension becomes effective. Subsequent pension payments will be paid on the last business day of the month.

When Will My Regular Unreduced Retirement Pension End?

Your Regular Unreduced Retirement Pension payments will end on the first day of the month after your death. If you have not waived the Joint and 50% Surviving Spouse Pension and have a qualified spouse on the date of your death, your surviving spouse will receive a monthly benefit for the remainder of her life (see page 49).

Will My Regular Unreduced Retirement Pension Continue Each Month From The Date Of My Retirement Until My Death?

Once you have retired and begin receiving your Regular Unreduced Retirement Pension, you will receive a monthly payment each month for your life, as long as you do not return to work in prohibited employment. If you return to work in prohibited employment, your

benefits will be suspended until you cease working in prohibited employment and re-retire in accordance with Plan rules (see page 65).

Unless a married Participant rejects the Joint and 50% Survivor Pension and his spouse consents to the rejection in writing, his pension will be paid in that form and the amount will be less than described above. For more information on the Joint and 50% Survivor Pension, see page 49.

EARLY RETIREMENT PENSION

What Are The Eligibility Requirements For An Early Retirement Pension?

To be eligible to retire with an Early Retirement Pension you must:

1. be at least 55 years of age but less than 65 years of age, and
2. have completed at least five Years of Credited Service.

What Is The Amount Of The Early Retirement Pension?

If you retire and elect the early retirement option, your Early Retirement Pension will be equal to the Regular Unreduced Retirement Pension accrued at the time of early retirement, reduced in accordance with one of the following schedules:

SCHEDULE 1

Age at Retirement with 30 or More Years of Credited Service	Percent of Regular Unreduced Retirement Pension
55-64	No Reduction

SCHEDULE 2

Age at Retirement with 25-29 Years of Credited Service	Percent of Regular Unreduced Retirement Pension
55	75%
56	80%
57	85%
58	90%
59	95%
60	No Reduction

SCHEDULE 3

Age at Retirement with 5-24 Years of Credited Service	Percent of Regular Unreduced Retirement Pension
55	50%
56	55%
57	60%
58	65%
59	70%
60	75%
61	80%
62	85%
63	90%
64	95%

Example 1: A construction worker who is age 59 and single retires and elects the Early Retirement Pension. He has 15 Years of Credited Service and if he would have waited until his Normal Retirement Age to retire (age 65), his monthly Regular Unreduced Retirement Pension would have been \$700.00 per month for his life. However, since he elected to retire early, his monthly benefit is 70% of his Regular Unreduced Retirement Pension (see SCHEDULE 3 above). Thus, his Early Retirement Pension is \$490.00 (\$700.00 times 0.70) per month for his life.

Example 2: Assume the same facts as in Example 1 above, except that the construction worker has 27 Years of Credited Service. Since he elected to retire early, his monthly benefit is 95% of his Regular Unreduced Retirement Pension (see SCHEDULE 2 above). Thus, his Early Retirement Pension is \$665.00 (\$700.00 times 0.95) per month for his life.

Example 3: Assume the same facts as in Example 1 above, except that the construction worker has 32 Years of Credited Service. Even though he elected to retire early, his monthly benefit is 100% of his Regular Unreduced Retirement Pension (see SCHEDULE 1 above). Thus, his Early Retirement Pension is \$700.00 per month for his life.

When Will My Early Retirement Pension Begin?

Once you have satisfied one of the eligibility requirements for the Early Retirement Pension, your Early Retirement Pension payments will be effective on the first day of the month after the later of:

1. the date that you submit a completed application for benefits, or, if later, the date you last worked in Covered Employment; or
2. 30 days after you are advised of your benefit payment options.

Your first payment will be made on the last business day of the month in which your pension becomes effective. Subsequent pension payments will be paid on the last business day of the month.

When Will My Early Retirement Pension End?

Your Early Retirement Pension payments will end on the first day of the month after your death. If you have not waived the Joint and 50% Surviving Spouse Pension and have a qualified spouse on the date of your death, your surviving spouse will receive a monthly benefit for her life (see page 49).

Will My Early Retirement Pension Continue Each Month From The Date Of My Retirement Until My Death?

Once you have retired and begin receiving your Early Retirement Pension, you will receive a payment each month for your life, as long as you do not return to work in prohibited employment. If you return to work in prohibited employment, your benefits will be suspended until you cease working in prohibited employment and re-retire in accordance with Plan rules (see page 65).

Unless a married Participant rejects the Joint and 50% Survivor Pension and his spouse consents to the rejection in writing, his pension will be paid in that form and the amount will be less than described above. For more information on the Joint and 50% Survivor Pension, see page 49.

TOTAL AND PERMANENT DISABILITY BENEFIT

What Are The Eligibility Requirements For A Total And Permanent Disability Benefit?

To be eligible to retire with a Total and Permanent Disability Benefit you must:

1. have a Total and Permanent Disability (see definition at page 10);
2. be under age 55 when your disability occurred;
3. have at least ten consecutive qualifying years of Employer contributions to the Plan just prior to the onset of the Total and Permanent Disability;
4. have at total of at least 8,500 hours of Employer contributions during the required ten years of Employer contributions, with a minimum of 500 per year;
5. have at least one year in the last ten years with an Employer with the Plan if you have reciprocity or pro-rata Service (see page 58);
6. be eligible to receive the Social Security Disability Award at the time of your application; and
7. apply for a Total and Permanent Disability Benefit on a form prescribed by the Trustees and the Trustees must approve your application.

If you are receiving temporary partial disability pay under a workers' compensation or temporary disability law for an injury sustained while working for an Employer, you will not be eligible to receive a Total and Permanent Disability Benefit at the same time.

What Is The Amount Of The Total And Permanent Disability Benefit?

Your Total and Permanent Disability Benefit is equal to 50% of the monthly Regular Unreduced Retirement Pension as of the first day of the month following the month in which the disability is suffered.

When Will The Total And Permanent Disability Benefit Begin?

Your Total and Permanent Disability Benefit will be effective as of the first month in which the disability commenced. However, you must submit an application. If you submit an application for a Total and Permanent Disability Benefit after the month the benefit would otherwise be payable, benefits will be paid retroactively to the first of the month following the month that the Social Security Administration determines that you are totally and permanently disabled. If the Social Security Administration does not state in a timely fashion when the disability started, then the Trustees will decide based on medical evidence available.

Your first payment will be made on the last business day of the month in which your pension becomes effective. Subsequent pension payments will be paid on the last business day of the month.

What Is Total And Permanent Disability?

Total and Permanent Disability means a physical or mental condition that the Trustees find, on the basis of medical evidence, to totally and permanently prevent you from engaging in a regular occupation or employment which would be inconsistent with the finding of Total and Permanent Disability and that will continue for the rest of your life.

You will not be considered to have a Total and Permanent Disability if your incapacity:

1. is due to chronic alcoholism or addiction to narcotics, or
2. was contracted, suffered or incurred while you were engaged in a felonious enterprise or resulted therefrom, or
3. resulted from an intentionally self-inflicted injury, or
4. resulted from an injury, wound or disability incurred while serving in the military, or
5. resulted from an injury, wound or disability arising out of a state of war.

If the Social Security Administration determines that you are totally and permanently disabled, the Trustees will presume that you have a Total and Permanently Disability.

What Happens If I Recover From A Disability?

If you recover from Total and Permanent Disability and are re-employed, benefits will cease until you subsequently retire. Upon subsequent retirement, your benefits will be determined as if you then first retired.

Under What Conditions Will The Total And Permanent Disability Benefit End?

Your Total and Permanent Disability Benefit will terminate if:

1. you engage in an occupation or employment which would be inconsistent with the finding of Total and Permanent Disability for remuneration or profit; or
2. the Trustees determine, on the basis of medical evidence, that you have sufficiently recovered to resume a regular occupation or employment for profit or remuneration; or
3. you refuse to submit to a medical examination reasonably requested by the Trustees, limited to twice per year; or
4. you reach age 55, recover from your disability or die, whichever occurs first.

Your Total and Permanent Disability Benefit will be automatically converted to an Early Retirement Pension if you are still disabled when you reach age 55.

Will I Be Entitled To An Election As To Optional Forms Of Benefit When I Reach Age 55?

If you are disabled at age 55 and your benefit is automatically converted to an Early Retirement Pension, you will be entitled to an election of any optional form of benefit that would be available to any other Participant at age 55, including the Joint and 50% Survivor Pension (see page 49) or Joint and 75% Survivor Pension (see page 52).

Will My Spouse Be Entitled To A Benefit If I Should Die Before Receiving A Regular Unreduced Retirement Pension?

If you are receiving a Total and Permanent Disability Pension and should die before being automatically converted to a Regular Unreduced Retirement Pension, your qualified spouse (see page 50) will be entitled to receive the Pre-Retirement Surviving Spouse Pension (see page 55), or if she rejects the Pre-Retirement Surviving Spouse Pension, the Pre-Retirement Death Benefit (see page 41).

FIVE YEAR CERTAIN AND LIFE BENEFIT

What Are The Eligibility Requirements For A Five Year Certain and Life Benefit?

If you are eligible for a Regular Unreduced Retirement Pension or an Early Retirement Pension and you reject or are not eligible for a Joint and 50% Survivor Pension or Joint and 75% Survivor Pension, you may elect the Five Year Certain and Life Benefit. Your election must be in writing.

If you are not married or your spouse is not a qualified spouse eligible for a Joint and 50% Survivor Pension or Joint and 75% Survivor Pension, your pension will automatically be paid in this form, unless you elect another optional form of benefit.

What Is The Amount Of The Five Year Certain And Life Benefit?

Your Five Year Certain and Life Benefit is determined in the same manner as your Unreduced Regular Retirement Pension or your Early Retirement Pension depending on your eligibility. There is no reduction for the Five Year Certain and Life Benefit.

How Is The Five Year Certain And Life Benefit Different From Other Optional Forms Of Benefit?

If you are entitled to the Five Year Certain and Life Benefit and do not elect another optional form of benefit, you will receive a monthly benefit for life. In addition, if you should die before you have received 60 monthly payments, your spouse, or if you have no spouse, your Beneficiary, will receive monthly payments in the same amount until a total of 60 payments have been made to you and your spouse or Beneficiary.

Example: A construction worker retired with a Five Year Certain and Life Benefit in the amount of \$600.00 per month for life. After receiving 10 monthly payments, he died. He had no spouse, but designated his brother as Beneficiary. His brother will receive 50 (60 certain monthly payments less 10 payments made to the construction worker before his death) monthly payments in the amount of \$600.00.

TEN YEAR CERTAIN AND LIFE BENEFIT

What Are The Eligibility Requirements For A Ten Year Certain And Life Benefit?

If you are eligible for a Regular Unreduced Retirement Pension or an Early Retirement Pension, and you reject or are not eligible for a Joint and 50% Survivor Pension or Joint and 75% Survivor Pension, you may elect the Ten Year Certain and Life Benefit. Your election must be in writing.

What Is The Amount Of The Ten Year Certain And Life Benefit?

Your Ten Year Certain and Life Benefit is determined in the same manner as your Unreduced Regular Retirement Pension or your Early Retirement Pension, depending on your eligibility, but reduced in accordance with the Ten Year Certain and Life Factors Table at page 93.

Example 1: A construction worker retires at age 65. His Regular Unreduced Retirement Pension would be \$600.00 per month for life. He is unmarried and elects the Ten Year Certain and Life Benefit. His monthly benefit amount is determined as follows:

Monthly Regular Unreduced Retirement Pension	\$600.00
Times Ten Year Certain and Life Factor (Age 65)	94.00%
Ten Year Certain and Life Benefit (\$600.00 x 0.9400 = \$564.00) =	\$564.00

How Is The Ten Year Certain And Life Benefit Different From Other Optional Forms Of Benefit?

If you are entitled to the Ten Year Certain and Life Benefit and elect this optional form of benefit, you will receive a monthly benefit for life. In addition, if you should die before you have received 120 monthly payments, your spouse, or if you have no spouse your Beneficiary, will receive monthly payments in the same amount until a total of 120 payments have been made to you and your spouse or Beneficiary.

Example 2: A construction worker retired with a Ten Year Certain and Life Benefit in the amount of \$564.00 per month for life. After receiving 90 monthly payments, he died. He had no spouse, but designated his sister as Beneficiary. His sister will receive 30 (120 certain less 90 payments made to the construction worker before his death) monthly payments in the amount of \$564.00.

Are There Any Special Rules For Ten Year Certain And Life Benefits Regarding Payments To My Beneficiary?

If your Beneficiary is not your spouse, federal law requires that any death benefit be paid by no later than December 31 of the fifth calendar year following your death. In the event that you have received fewer than 60 monthly payments, your Beneficiary would be entitled to payments for longer than the required five-year period.

To comply with this federal law, if your Beneficiary would be entitled to more than 60 monthly payments, the value of those payments will be actuarially determined and will be made over a 60-month period. In other words, your Beneficiary will receive the same value of payments in 60 equal installments.

PRE-RETIREMENT DEATH BENEFIT

What Are The Eligibility Requirements For A Pre-Retirement Death Benefit?

You will be eligible for a Pre-Retirement Death Benefit if you:

1. have at least five Years of Vesting Service;
2. die before you receive your first monthly pension benefit; and
2. do not have a qualified spouse (see page 50) on the date of your death, or your qualified spouse rejects the Pre-Retirement Surviving Spouse Pension and elects the Pre-Retirement Death Benefit.

What Is The Amount Of The Pre-Retirement Death Benefit?

Your designated Beneficiary or qualified spouse, if he or she rejects the Pre-Retirement Surviving Spouse Pension, will receive an amount equal to your monthly benefit that would have been payable at your Normal Retirement Age. The payments will continue for 60 months.

When Will The Pre-Retirement Death Benefit Payments Begin?

The 60 monthly Pre-Retirement Death Benefit payments will begin the month following your death.

Will My Spouse Be Eligible For The Pre-Retirement Death Benefit?

Yes, but only if your qualified spouse rejects the Pre-Retirement Surviving Spouse Benefit (if you die before age 55) or the Joint and 50% Survivor Pension or Joint and 75% Survivor Pension (if you die after age 55) and the value of the rejected benefit is equal to or greater than the Pre-Retirement Death Benefit.

How Do I Designate A Beneficiary?

You can designate a Beneficiary of a form provided by the Fund Office. You can change your Beneficiary by filling out a new form. A Beneficiary designation, or a change of Beneficiary will only be valid if it is received by the Fund Office prior to your death. If

you are married, your surviving Spouse's right to receive a survivor benefit takes precedence over your designation of a Beneficiary other than your Spouse, unless your Spouse has previously consented, in writing, to your designation.

Notwithstanding the foregoing, if you name your Spouse as your Beneficiary and then the subsequently divorce, that Beneficiary designation is void and of no effect. If you desire to name your ex-spouse as your Beneficiary, you must fill out another Beneficiary designation form after the divorce. Failure to fill out a new form will mean that any Death Benefit shall be paid as outlined in the next question.

In addition, no portion of your benefits will be paid to a person, or to a person's estate, if your death was caused by that person, even if that person is your designated Beneficiary.

What Happens If I Do Not Designate A Beneficiary?

It is recommended that you designate a Beneficiary so that the Fund Office can comply with your wishes. However, if you do not designate a Beneficiary or your designated Beneficiary predeceases you, the Pre-Retirement Death Benefit will be paid to your legal spouse, if any, or to your natural and/or adopted children, if any, in equal shares. If your spouse predeceases you and you have no living natural and/or adopted children, your Pre-Retirement Death Benefit will be paid to your estate.

What If My Designated Beneficiary Starts Receiving The Pre-Retirement Death Benefit And Dies Before Receiving 60 Payments?

Your designated Beneficiary may designate a Beneficiary to receive the balance of the Pre-Retirement Death Benefit payments in the event that he or she should die before receiving 60 monthly payments. If no Beneficiary is designated, the balance of the 60 payments will be paid to your designated Beneficiary's legal spouse, if any, or to his or her natural and/or adopted children, if any, in equal shares. If your designated Beneficiary's legal spouse predeceases him or her and he or she has no living natural and/or adopted children, the balance of the Pre-Retirement Death Benefit will be paid to his or her estate.

Are There Other Death Benefits Available?

There is a minimum death benefit payable to the Beneficiary or Beneficiaries of a Participant who dies prior to retirement.

What Are The Requirements To Be Eligible For The Minimum Death Benefit?

The requirements are as follows:

1. You must have worked in Covered Employment under the Plan on or after January 1, 1998; and
2. your surviving spouse or other Beneficiary must not be eligible for the Pre-retirement Surviving Spouse Pension or the Pre-Retirement Death Benefit under the Plan; and
3. you must have worked at least 250 hours in Covered Employment in the Plan Year of your death or the prior Plan Year.

What Is The Amount Of The Minimum Death Benefit And How Is It Paid?

The minimum death benefit is a one-time lump sum payment equal to 100% of the contributions that the Plan has received on your behalf (excluding any contributions that may have been forfeited due to a Permanent Break-in-Service), to a maximum of \$20,000.

POST-RETIREMENT DEATH BENEFIT

What Are The Eligibility Requirements For A Post-Retirement Death Benefit?

Your Beneficiary will be eligible for a Post-Retirement Death Benefit if:

1. your death occurs after you have received at least one but less than 60 Regular Unreduced Retirement Pension or Early Retirement Pension payments; and
2. your spouse is not eligible to receive the Joint and 50% Survivor (see page 49) or Joint and 75% Survivor Pension (see page 52).

What Is The Amount Of The Post-Retirement Death Benefit?

Your designated Beneficiary will receive a Post-Retirement Death Benefit in the amount equal to the monthly benefit you were receiving at the time of your death. These monthly benefit payments will continue until the total payments that you and your Beneficiary have received equal 60.

When Will The Post-Retirement Death Benefit Payments Begin?

The Post-Retirement Death Benefit payments will begin the month following your death.

Will My Spouse Be Eligible For The Post-Retirement Death Benefit?

If you are receiving the Joint and 50% Survivor Pension, the Joint and 75% Survivor Pension, the Five Year Certain and Life Benefit, or the Ten Year Certain and Life Benefit at the time of your death, your spouse will receive the death benefit payable under those optional forms of benefit and will not be entitled to a Post-Retirement Death Benefit.

How Do I Designate A Beneficiary?

You can designate a Beneficiary of a form provided by the Fund Office. You can change your Beneficiary by filling out a new form. A Beneficiary designation, or a change of Beneficiary will only be valid if it is received by the Fund Office prior to your death. If you are married, your surviving Spouse's right to receive a survivor benefit takes

precedence over your designation of a Beneficiary other than your Spouse, unless your Spouse has previously consented, in writing, to your designation.

Notwithstanding the foregoing, if you name your Spouse as your Beneficiary and then the subsequently divorce, that Beneficiary designation is void and of no effect. If you desire to name your ex-spouse as your Beneficiary, you must fill out another Beneficiary designation form after the divorce. Failure to fill out a new form will mean that any Death Benefit shall be paid as outlined in the next question.

In addition, no portion of your benefits will be paid to a person, or to a person's estate, if your death was caused by that person, even if that person is your designated Beneficiary.

What Happens If I Do Not Designate A Beneficiary?

It is recommended that you designate a Beneficiary so that the Fund Office can comply with your wishes. However, if you do not designate a Beneficiary or your designated Beneficiary predeceases you, the Post-Retirement Death Benefit will be paid to your legal spouse, if any, or to your natural and/or adopted children, if any, in equal shares. If your spouse predeceases you and you have no living natural and/or adopted children, your Post-Retirement Death Benefit will be paid to your estate.

What If My Designated Beneficiary Starts Receiving the Post-Retirement Death Benefit And Dies Before Receiving 60 Payments?

Your designated Beneficiary may designate a Beneficiary to receive the balance of the Post-Retirement Death Benefit payments in the event that he or she should die before receiving 60 monthly payments. If no Beneficiary is designated, the balance of the 60 payments will be paid to your designated Beneficiary's legal spouse, if any, or to his or her natural and/or adopted children, if any, in equal shares. If your designated Beneficiary's spouse predeceases him or her and he or she has no living natural and/or adopted children, the balance of the Post-Retirement Death Benefit will be paid to his or her estate.

VESTED PENSION

What Are The Eligibility Requirements For A Vested Pension?

Your accrued benefit is nonforfeitable upon attainment of Normal Retirement Age.

If you have one or more Hours of Service on or after January 1, 1998, you have Vested Status according to the vesting schedule below:

Years of Vesting Service	Percentage of Accrued Regular Unreduced Retirement Pension
Less than 5 years	0%
5 years or more	100%

If you do not meet the requirements listed above, you have Vested Status according to the vesting schedule below:

Years of Vesting Service	Percentage of Accrued Regular Unreduced Retirement Pension
Less than 5 years	0%
5 years but less than 6	50%
6 years but less than 7	60%
7 years but less than 8	70%
8 years but less than 9	80%
9 years but less than 10	90%
10 years or more	100%

A Non-Bargained Employee who has at least one Hour of Service after December 31, 1988 will have Vested Status after accumulating five Years of Vesting Service in Non-Bargained Work.

If you have not worked at least 250 hours in any Plan Year beginning on or after January 1, 1976, please contact the Fund Office for information on the vesting rules that apply to you and whether you have a vested right to a pension from this Plan.

What Is The Amount Of The Vested Pension?

The monthly amount of your Vested Pension is determined in the same manner as the monthly amounts for the Regular Unreduced Retirement Pension if you are age 65 or older and as the Early Retirement Pension if you are younger than age 65. If you have fewer than ten Years of Service, your benefit amount may be adjusted depending on the number of Years of Vesting Service that you have earned in accordance with the vesting schedules.

Example: After earning seven Years of Vesting Service, an Employee, age 35, left Covered Employment and changed careers before January 1, 1998. Based on the amount of contributions made on his behalf and the percentage rate in effect when he left Covered Employment, upon attaining age 65, he would be entitled to a monthly benefit of \$350.00 per month, if he was 100% vested, and is single or his spouse consents to a waiver of the Joint and 50% Survivor Pension. However, since he is only 70% vested, he would be entitled to a monthly benefit of \$245.00 ($\$350.00 \times 70\%$) for life.

If this same Employee left Covered Employment on or after January 1, 1998, his benefit of \$350.00 per month would be 100% vested and he would receive a monthly benefit of \$350.00, upon attaining age 65.

When Will The Vested Pension Payments Begin?

Your Vested Pension is payable when you reach your Early Retirement Age (age 55 with five years of Credited Service) or your Normal Retirement Age (generally age 65). Your payments will be effective on the first day of the month following receipt of the application. Your first payment will be made on the last business day of the month in which your pension becomes effective. Subsequent pension payments will be paid on the last business day of the month.

What Happens If I Do Not Apply For A Vested Pension?

Federal law requires that your benefit commence by April 1 of the calendar year following the calendar year in which you reached age 70-1/2. Failure to begin your benefit at that time may result in severe tax penalties.

JOINT AND 50% SURVIVOR PENSION

What Is A Joint And 50% Survivor Pension?

If you are married and entitled to a pension, the normal form of payment is a Joint and 50% Survivor Pension unless both you and your Spouse reject this form of payment in writing.

A Joint and 50% Survivor Pension provides a pension for your life, plus a pension for your surviving Spouse's life. The monthly amount payable to your surviving Spouse is 50% of the monthly amount that you receive upon retirement. Since the Joint and 50% Survivor Pension is payable over two lifetimes, yours and your Spouse's, the amount of your monthly benefit is adjusted in accordance with the Joint and 50% Survivor Pension Table of Factors on page 94. When you request a benefit, the Plan Administrator will notify you about the material features of your benefit as well as give a description of the optional forms of benefit available to you.

Payments are made to your surviving Spouse for her lifetime, even if she remarries.

Example: A construction worker retires at age 65. His qualified Spouse was age 61. He was entitled to a Regular Unreduced Retirement Pension of \$495.00 per month for life. He elected the Joint and 50% Survivor Pension. His benefit was determined as follows:

Regular Unreduced Retirement Pension =	\$495.00
Times Joint and 50% Survivor Factor	88.4%
Monthly Benefit Payable to the Construction Worker for Life (\$495.00 x .884 = \$437.58 rounded to \$438.00)	\$438.00
Monthly Benefit Payable to the Construction Worker's Surviving Spouse Upon His Death for Her Life (\$438.00 x 50% = \$219.00)	<u>\$219.00</u>

Who Is A Qualified Spouse?

In order to be eligible for survivor benefits, your spouse must be a “qualified spouse.” For purposes of the Joint and 50% Survivor Pension, your spouse is a qualified spouse if you and your spouse were married on the date of your death and had been married throughout the year ending on the date that your benefit commences. Your spouse is also a qualified spouse if you were married within the year immediately preceding the date that your pension payments began and you were married for at least a year before your death.

If you and your spouse are divorced, your former spouse will still be eligible for the survivor’s pension, provided that she is a qualified spouse, unless a qualified domestic relations order otherwise provides (see page 59).

What If I Have Not Been Married For At Least One Year At The Time That My Benefit Payments Begin?

If you and your spouse have not been married for one year prior to the date that your pension payments begin, your spouse will be considered to be a qualified spouse only on the condition that you remain married for one year before your marriage is terminated by death or divorce. If your Spouse is not a qualified spouse, you may waive the Joint and 50% Survivor Pension, without spousal consent, and your Spouse will not be eligible for a survivor’s pension.

What If My Spouse Should Die Or We Should Divorce After My Joint And 50% Survivor Pension Begins?

Once payments have begun you may not revoke the Joint and 50% Survivor Pension even if your spouse dies or you and your Spouse are divorced. In addition, your benefits may not be increased, by reason of a subsequent divorce or the death of your Spouse.

How Can I Waive The Joint And 50% Survivor Pension?

You and your spouse have the right to elect or reject the Joint and 50% Survivor Pension. This is the normal form of benefit if you are married and is automatic unless both you and your Spouse waive the benefit, in writing. A waiver is valid only if a written explanation of the effect of the Joint and 50% Survivor Pension is provided to you no earlier than 90 days and no later than 30 days before your benefit payment begins. You have the right to file a new waiver or revoke a previous waiver at any time during that 90-day period.

You may begin receiving your Joint and 50% Survivor Pension before the required minimum 30-day notification period has elapsed only if you and your spouse waive the 30-day waiting period in writing. However, a Participant may elect to waive the requirement that such notice be provided at least 30 days prior to commencement of benefits, provided that benefits commence no sooner than eight days following the date the notice is provided.

A waiver of the Joint and 50% Survivor Pension is not effective if given more than 90 days before the Effective Date of your pension.

<p><i>Remember</i>, if you are married, your pension will <i>automatically</i> be paid as a Joint and 50% Survivor Pension <i>unless both you and your spouse reject it in writing.</i></p>
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What Happens If I Misinform The Trustees As To My Marital Status?

You must file a written representation with the Trustees concerning your marital status before the Effective Date of your pension. The Trustees are entitled to rely on the information that you provide. In the event that the information regarding your marital status is false, the Trustees have the right to adjust the dollar amount of the pension payments made to your spouse in order to recover any excess benefits that are paid erroneously.

OPTIONAL JOINT AND 75% SURVIVOR PENSION

What Is A Joint And 75% Survivor Pension?

If you are married and entitled to a pension, your pension may be payable in the form of a Joint and 75% Survivor Pension instead of a Joint and 50% Survivor Pension.

A Joint and 75% Survivor Pension provides a pension for your life, plus a pension for your surviving spouse's life. The monthly amount payable to your surviving spouse is 75% of the monthly amount that you receive upon retirement. Since the Joint and 75% Survivor Pension is payable over two lifetimes, yours and your spouse's, the amount of your monthly benefit is adjusted in accordance with the Joint and 75% Survivor Pension Table of Factors on page 95.

Payments are made to your surviving spouse for her lifetime, even if she remarries.

Example: A construction worker retires at age 65. His qualified spouse was age 61. He was entitled to a Regular Unreduced Retirement Pension of \$495.00 per month for life. He elected the Joint and 75% Survivor Pension. His benefit was determined as follows:

Regular Unreduced Retirement Pension =	\$495.00
Times Joint and 75% Survivor Factor	<u>81.5%</u>
Monthly Benefit Payable to the Construction Worker for Life (\$495.00 x .815 = \$403.42 rounded to \$403.50)	\$403.50
Monthly Benefit Payable to the Construction Worker's Surviving Spouse Upon His Death for Her Life (\$403.50 x 75% = \$302.62 rounded to \$303.00)	<u>\$303.00</u>

Who Is A Qualified Spouse?

In order to be eligible for survivor benefits, your spouse must be a "qualified spouse." For purposes of the Joint and 75% Survivor Pension, your spouse is a qualified spouse if you and your spouse were married on the date of your death and had been married throughout the year ending on the date that your benefit commences. Your spouse is also

a qualified spouse if you were married within the year immediately preceding the date that your pension payments began and you were married for at least a year before your death.

If you and your spouse are divorced, your former spouse will still be eligible for the survivor's pension, provided that she is a qualified spouse, unless a qualified domestic relations order otherwise provides (see page 59).

What If I Have Not Been Married For At Least One Year At The Time That My Benefit Payments Begin?

If you and your spouse have not been married for one year prior to the date that your pension payments begin, your spouse will be considered to be a qualified spouse only on the condition that you remain married for one year before your marriage is terminated by death or divorce. If your spouse is not a qualified spouse, you may waive the Joint and 75% Survivor Pension, without spousal consent, and your spouse will not be eligible for a survivor's pension.

What If My Spouse Should Die Or We Should Divorce After My Joint And 75% Survivor Pension Begins?

Once payments have begun you may not revoke the Joint and 75% Survivor Pension even if your spouse dies or you and your spouse are divorced. In addition, your benefits may not be increased, by reason of a subsequent divorce or the death of your spouse.

How Can I Waive The Joint And 75% Survivor Pension?

You and your spouse have the right to elect or reject the Joint and 75% Survivor Pension.

You may begin receiving your Joint and 75% Survivor Pension before the required minimum 30-day notification period has elapsed only if you and your spouse waive the 30-day waiting period in writing. However, a Participant may elect to waive the requirement that such notice be provided at least 30 days prior to commencement of benefits, provided that benefits commence no sooner than eight days following the date the notice is provided.

A waiver of the Joint and 75% Survivor Pension is not effective if given more than 90 days before the Effective Date of your pension.

What Happens If I Misinform The Trustees As To My Marital Status?

You must file a written representation with the Trustees concerning your marital status before the Effective Date of your pension. The Trustees are entitled to rely on the information that you provide. In the event that the information regarding your marital status is false, the Trustees have the right to adjust the dollar amount of the pension payments made to your spouse in order to recover any excess benefits that are paid erroneously.

PRE-RETIREMENT SURVIVING SPOUSE PENSION

What Is A Pre-Retirement Surviving Spouse Pension?

If you are married and should die before retiring or making a valid election rejecting the Joint and 50% Survivor Pension (see page 49) or the Joint and 75% Survivor Pension (see page 52), a Pre-Retirement Surviving Spouse Pension will be paid to your qualified surviving spouse regardless of her age, provided that:

1. your death occurs after August 22, 1984;
2. you meet the requirements for a pension, whether immediate or deferred;
3. you have an Hour of Service after December 31, 1975, and
4. you and your surviving spouse are married for the one-year period ending on the date of your death.

Survivor benefits continue for the life of your spouse, even if she remarries.

How Is The Amount Of The Pre-Retirement Surviving Spouse Pension Determined?

The amount of the Pre-Retirement Surviving Spouse Pension payments depend on whether you die before or after age 55.

Before age 55. If you die before you reach age 55, the amount of the Pre-Retirement Surviving Spouse Pension is determined as if you had left Covered Employment on the earlier of the date that you last worked in Covered Employment or the date of death, had survived to the earliest age at which a pension (other than a Total and Permanent Disability Benefit) would be payable to you, retired at that age with a Joint and 50% Survivor Pension, and died the next day. This amount is then actuarially adjusted for each month by which payment to your spouse begins before you would have reached age 55 had you survived.

On or After age 55. If you die after reaching age 55, the amount of the Pre-Retirement Surviving Spouse Pension is 50% of the pension amount that you would have been eligible to receive in the form of a Joint and 50% Survivor Pension had you retired the

day before your death. This amount is adjusted for each month that you are younger than the age at which you could have retired with a Regular Unreduced Retirement Pension on the date of your death.

The amount of the Pre-retirement Surviving Spouse Pension will be determined under the terms of the Plan in effect when you die.

If the Actuarial Present Value of the Pre-Retirement Surviving Spouse Pension is \$1,000 or less as of the date that the payments are to begin, the benefit will be paid to your qualified surviving spouse in a single sum. If the Actuarial Equivalent of the Pre-Retirement Surviving Spouse Pension is greater than \$1,000 but no more than \$5,000, the benefit will be paid in a single sum if your spouse elects to receive the benefit in that form.

When Will The Pre-Retirement Surviving Spouse Pension Be Paid To My Spouse?

Payment of the Pre-Retirement Surviving Spouse Pension to your qualified surviving spouse begins the month following the month of your death.

Can My Surviving Spouse Elect To Defer Receiving The Pre-Retirement Surviving Spouse Pension?

Your qualified surviving spouse may elect, in writing, to defer commencement of the Pre-Retirement Surviving Spouse Pension until a specified future date that is not later than the first of the month following the date that you would have reached age 65. The benefit amount is determined as if you survived to the date that your qualified surviving spouse elected to begin receiving the benefit, retired at that age with an immediate Joint and 50% Survivor Pension, and died the next day.

However, if your qualified surviving spouse should die before the Pre-Retirement Surviving Spouse Pension benefit begins, the benefit will be forfeited. There will be no payments to any other Beneficiary.

BENEFICIARY DESIGNATIONS

How Can I Designate A Beneficiary?

Your spouse is your automatic Beneficiary but if you do not have a spouse, your Beneficiary will be the person or persons you so designate in your latest *written* notice to the Fund Office. You may change your Beneficiary at any time you so desire prior to your death by *written notice to the Fund Office*.

In the event that you are unmarried and fail to name a Beneficiary, the Trustees will pay the minimum death benefit (see page 43) to your natural and/or adopted children, if any, in equal shares. If neither your legal spouse or natural and/or adopted children survive you, then the death benefits will be computed and shall be paid in a one-time lump sum amount to your estate.

Under no circumstances will any monies revert to the State of Nebraska or any other State.

RECIPROCITY, PORTABILITY AND PRO RATA AGREEMENTS

What Are Reciprocity, Portability And Pro Rata Agreements?

The Trustees are authorized to enter into reciprocity, portability or pro rata agreements with other pension funds that provide retirement benefits for Employees represented by one or more local Unions in other jurisdictions, as provided in the Trust Agreement. If you have worked for one or more of such local unions, depending on the terms of the applicable reciprocity, portability or pro rata agreement, you may be eligible to have your Years of Vesting Service and Years of Credited Service combined with those under the other fund(s) so as to entitle you to a pension for which you may not have otherwise been qualified to receive, or a pension amount that is greater than you would have received under this Plan.

If you have worked in another territory under the jurisdiction of another collective bargaining agreement, or should you move to another jurisdiction, call or write the Fund Office for information about this feature of the Plan.

QUALIFIED DOMESTIC RELATIONS ORDERS

What Is A Qualified Domestic Relations Order?

A domestic relations order is a judgment, decree or order (including a property settlement agreement), made pursuant to state domestic relations law, related to the provision of child support, alimony or marital property rights to a spouse, former spouse, child or dependent.

A qualified domestic relations order (QDRO) creates or recognizes the existence of an alternate payee's right to receive all or a portion of a Participant's Plan benefits.

What Information Must Be Included In A Qualified Domestic Relations Order?

To be qualified a domestic relations order must clearly specify:

1. the name and last known mailing address of the Participant and the name and mailing address of each alternate payee covered by the order;
2. the amount or percentage of the Participant's benefits to be paid by the Plan to each such alternate payee covered by the order;
3. the number of payments or period to which such amount or percentage is to be determined; and
4. each Plan to which such order applies.

Are There Any Limitations To Qualified Domestic Relations Orders?

A domestic relations order may not require:

1. the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
2. the Plan to provide increased benefits determined on the basis of actuarial value; and

3. the payment of benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

When Will A Former Spouse Be Entitled To Begin Receiving Benefits Under A Qualified Domestic Relations Order?

A qualified domestic relations order may require the Plan to pay benefits to an alternate payee on or after the date the Participant attains the “earliest retirement age,” even though the Participant has not actually yet retired. The term “earliest retirement age” means the earlier of:

1. the date on which the Participant is entitled to a distribution under the Plan; or
2. the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

Will I Be Notified If The Plan Administrator Receives A Qualified Domestic Relations Order?

The Plan Administrator must promptly notify you and any alternate payee of its receipt of any domestic relations order. This notice must include the Plan’s procedures for determining whether the order is qualified.

Within a reasonable time after receipt of a domestic relations order, the Plan Administrator must determine whether such order is a qualified domestic relations order and notify you of such determination.

What Is The Status Of My Pension While A Qualified Domestic Relations Order Is Pending?

Special procedures must be followed during the period in which the qualified status of a domestic relations order is being determined. During this period the Plan Administrator must separately account for the amount that would have been payable to the alternate payee if the order had been determined to be qualified.

If the required determination has not been made within 18 months of the date on which the first payment would have been required to be made to the alternate payee, the Plan Administrator is permitted to make distributions to you. Any subsequent determination that the order is a QDRO would then be applied prospectively only.

What If I Remarry After Having Obtained A Divorce?

Any rights of a former spouse or other alternate payee under a qualified domestic relations order will take precedence over those of any later spouse.

What Are The Rights Of My Former Spouse Under A Qualified Domestic Relations Order?

If you should divorce after your pension has commenced in a Joint and 50% Survivor Pension or Joint and 75% Survivor Pension form, your former spouse will be entitled to the survivor benefits, unless the qualified domestic relations order provides otherwise.

If you should divorce before your pension has commenced, a qualified domestic relations order may require that your former spouse be treated as a surviving spouse for purposes of survivor benefits under the Plan.

<p>Important: If you are getting divorced, we strongly encourage you to contact the Fund Office as soon as possible. The Fund Office will provide you with additional information regarding the Fund's Procedures and Guidelines for processing domestic relations orders.</p>
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APPLYING FOR BENEFITS

When May I Apply For Benefits?

You may apply for retirement benefits at any time during the 12 months that immediately precede the date you would first become eligible for the benefit you are requesting. You must notify the Trustees or the Fund Office of your desire to apply for benefits. The Fund Office will then send you all proper application forms within 30 days, along with explanations concerning your election of any particular benefit and the effects of waiving the Joint and 50% Survivor Benefit or Joint and 75% Survivor Benefit. Proof of age must accompany applications.

Items Acceptable As Proof Of Age:

1. Birth Certificate (Certified copy of Public Health Records)
2. Church record of baptism
3. Marriage Certificate (if age is shown)
4. Passport
5. Elementary School age record
6. Certified copy of naturalization or immigration record, if foreign born
7. Old registration or voting record (if age is shown)
8. Military discharge papers
9. State automobile-driving license at least five years old
10. Federal or State Social Security Benefit records (if age is shown)
11. Civil Service record
12. Old age pension records

How Will I Know Whether My Application For Benefits Has Been Approved Or Denied?

Within 90 days after receiving the completed application forms for benefits together with all supplemental documents and information necessary for proper determination, you will be notified in writing that your application has been approved or has been disapproved in whole or in part.

In the event of approval, the notice to the applicant will include the amount and duration of the benefits granted and all restrictions, conditions and limitations on the receipt of benefits, if any. In the event of non-approval, the notice will state the reasons for rejecting the application and indicate those portions of the Plan or rules and regulations that you failed to meet. Any non-approval or restricted acceptance will be accompanied by a complete and unequivocal explanation of your right to appeal and procedure for appealing the decision of the Trustees.

The decision of the Board will be final, binding and conclusive upon the applicant unless that decision is appealed (see page 69).

When Will My Benefit Payments Begin?

Your benefit payments will begin on the last business day of the month of the Effective Date of your pension. This is sometimes referred to as your Annuity Starting Date.

Your Annuity Starting Date is the first day of the month after the later of:

1. the first day of the month following submission of your application for benefits or, if later, the first day of the month following the date that you last worked in Covered Employment; or
2. 30 days after the Fund Office advises you of your available benefit payment options.

Mandatory Payments. Whether or not you apply for a pension, the Plan requires that your pension payments begin by April 1 of the calendar year following the calendar year in which you reach age 70-1/2.

When Will My Benefit Payments End?

Your pension payments will be last payable for the month in which your death occurs, except as provided in accordance with any survivor benefit payable under the Plan.

What If I Do Not Want To Apply For My Pension Benefits?

You are not required to apply for your pension benefits until the year that you reach age 70-1/2.

If you delay commencement of your benefit past Normal Retirement Age, your benefit will be actuarially increased for each complete calendar month between Normal Retirement Age and the Effective Date of your pension as follows:

1. 1% per month for the first 60 months after Normal Retirement Age, and
2. 1.5% per month for each month thereafter.

If you earn additional benefits after your Normal Retirement Age, the actuarial increase on these benefits will start from the date they would have first been paid rather than Normal Retirement Age.

Before making this adjustment, your benefit will be determined based on the contribution percentage that is in effect on the date that you reached Normal Retirement Age (see page 10). In addition, before making this adjustment, your monthly benefit will be increased to reflect any retiree increases that you would have received had you retired and started receiving your pension on the date that you reached your Normal Retirement Age.

WORKING AFTER RETIREMENT

When Will My Benefits Be Suspended?

A Participant's Regular Unreduced Retirement Pension or Early Retirement Pension will be suspended on the first of the month following any calendar month, or monthly payroll period, in which a Participant works 40 or more hours in Disqualifying Employment.

Disqualifying Employment is employment or self-employment that is:

1. in an industry covered by the Plan; and
2. in the geographical area covered by the Plan, that is the accumulated jurisdiction of all the Unions participating in the Plan, or outside the geographical area covered by this Plan if such employment results in the transfer to this Plan of any Employer contributions through portability agreements (reciprocity); and
3. in any trade or craft that is currently covered by the Plan (i.e., cement masons, bricklayers, operating engineers, iron workers, carpenters, tile setters, millwrights, and plasterers).

If you continue to work past Normal Retirement Age, your benefits will be suspended even though you may not have actually retired. However, in no event will your benefit be suspended after you reach age 70-1/2 regardless of whether you continue to work in Disqualifying Employment.

The Trustees can temporarily modify the Suspension of Benefits rules, if the temporary modification is warranted.

What Does Suspension Of Benefits Mean?

If your benefits are suspended, you will not be entitled to benefits for any month during such suspension. If benefits are paid to you for a month for which benefits are later determined to be suspended, the overpayment will be recovered through deductions from future pension payments to you or your Beneficiary (see page 67).

Will I Receive Any Notice Regarding Suspension Of Benefit Rules?

When your pension commences, the Trustees will notify you of the Plan rules governing suspension of benefits. If your benefits are suspended, the Trustees will notify you of the suspension of benefit rules after resumption of your benefits *only if* there has been a material change in the rules.

In addition, you will receive an annual notice regarding the suspension of benefits rules.

What Do I Have To Do If I Will Start Working In Disqualifying Employment?

You must notify the Trustees, in writing, within 21 days after returning to work.

If you ask the Trustees whether anticipated employment will be considered to be disqualifying, the Trustees must provide you with a determination.

If you work in disqualifying employment and fail to notify the Trustees, the Trustees will presume that you have worked for at least 40 hours in such month and any subsequent month until you notify the Trustees that you have ceased working in disqualifying employment.

If you work in disqualifying employment for any number of hours for a contractor at a building or construction site and fail to give timely notice, the Trustees will presume that you have engaged in such work for as long as the contractor has been and remains actively engaged at that site.

You have the right to overcome the foregoing presumptions by establishing that such work was not an appropriate basis for suspension of benefits.

The Trustees will notify you at least once every 12 months of the re-employment notification requirements.

What Should I Do When I Cease Working In Disqualifying Employment?

You must notify the Trustees when your work in disqualifying employment has ended. The Trustees have the right to withhold benefit payments until such notice is filed.

What if I Disagree With A Determination Resulting In Suspension Of Benefits?

If you disagree with a determination resulting in the suspension of your benefits, you may appeal by filing a written request with the Trustees within 90 days of the notice of suspension.

When Will My Benefit Payments Resume?

If you comply with the notification requirements, your benefits will be resumed for the month after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which your benefits were suspended.

What If I Received Benefit Payments While I Was Working In Disqualifying Employment?

Overpayments made for any months during which you were engaged in disqualifying employment will be recovered by deducting such amounts from your future pension payments. Before you reach Normal Retirement Age, 100% of your pension payment will be withheld until all overpayments have been recovered. On or after Normal Retirement Age, 100% of the first pension payment and 25% of each additional payment will be withheld until all overpayments have been recovered.

If you should die before overpayments have been recovered, 25% of the benefit payments to your surviving spouse or Beneficiary will be withheld until all overpayments have been recovered.

How Are My Benefits Calculated Following Suspension?

When you return to work in Covered Employment and earn additional accrual, your pension will be recalculated as of the following January 1 based on your then attained age. The additional accrual will then be added to your prior monthly pension amount.

Your initial election as to form of benefit will apply for any subsequent accrual earned upon your return to work in Covered Employment.

Where May I Find Additional Information Regarding Suspension Of Benefit Rules?

Federal regulations regarding suspension of benefits may be found in Section 2530.203-3 of the Code of Federal Regulations.

Important: You should notify the Fund Office immediately if you return to work after retiring. You should also contact the Fund Office immediately once you stop working again.

APPEAL PROCEDURE

Will I Be Notified If My Application For Benefits Is Denied?

Within 90 days of review of your application for benefits by the Trustees, the Trustees will notify you if your application has been denied in whole or in part. If the Trustees determine that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

Special rules, discussed after the section on Hearing Procedures, apply to denials and appeals involving Total and Permanent Disability Benefits.

The notice of denial will contain:

1. an explanation of the reasons for the denial;
2. citation to specific relevant portions of the Plan Documents upon which the denial is based;
3. advice that you may have the denial reviewed;
4. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
5. an explanation of the Claims Review Procedure and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of benefits on review.

Should you wish to have your claim reviewed, you must follow the procedures set out below.

What Is The Claims Review Procedure?

If your claim is denied in full or in part, you or your duly authorized representative may request a review of the denial of the claim to the Board of Trustees or the Pension Application Committee, each of which has authority to make the final decision on review. The Board or Committee will conduct a full and fair review. *The request for review must be made by written application, made within 60 days after receipt by the claimant of written notification or denial of a claim.*

Special rules, discussed after the section on Hearing Procedures, apply to denials and appeals involving Total and Permanent Disability Benefits.

No request for review shall be considered by the Board of Trustees or the Pension Application Committee subsequent to the 60-day period.

You or your duly authorized representative may, in writing:

1. request a review of the denial of such a claim upon written application to the Trustees;
2. review and copy pertinent documents, free of charge; and
3. submit issues and comments in writing, without regard to whether such information was submitted or considered in the initial benefit determination.

As a part of such written request for review, you may request a hearing before the Board of Trustees or Pension Application Committee.

If a hearing is not requested, the Board of Trustees or Pension Application Committee will make a prompt decision on the review of the claim and shall notify you of the decision within 60 days after receipt of the request for review unless special circumstances (such as the need to hold a hearing) require an extension of time for processing, in which case a decision shall be rendered as soon as possible but no later than 120 days after receipt of a request for review.

The Board of Trustees or Pension Application Committee will hold regularly scheduled quarterly meetings as determined periodically by the Trustees.

A decision will be made by the Board of Trustees or the Pension Application Committee no later than the date of the regularly scheduled meeting of the Board of Trustees or Pension Application Committee that immediately follows the Trustees receipt of request for review unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Trustees receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a decision shall be rendered not later than the third meeting of the Board of Trustees or Pension Application Committee following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension will be furnished to you prior to the commencement of the extension. The Board of Trustees shall notify you of the benefit determination as soon as possible, but not later than five days after the benefit determination is made.

The decision on review or upon hearing shall be in writing and will include specific reasons for the decision, specific references to the pertinent Plan provisions on which the decision is based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits, and a statement of your right to bring an action under Section 502(a) of ERISA.

The decision on review or upon hearing will be furnished to you within the times set forth above. If the decision is not furnished within such time, the claim shall be deemed denied on review.

What Is The Hearing Procedure?

The following procedures are established for hearings by the Trustees or Pension Application Committee:

1. You and/or a duly authorized representative will be afforded an opportunity to appear before the Board of Trustees or Pension Application

Committee and will have the right and opportunity to examine witnesses, produce documents and other evidence material to the claim.

2. The proceedings of the hearing may be preserved by means of written record.
3. In conducting the hearing, the Board of Trustees or Pension Application Committee will not be bound by the usual common law or statutory rules of evidence.
4. You or your representative will have the right to review the tape recording, if one is made, of the hearing and obtain a reproduced copy thereof and obtain a copy of all documents and records introduced or referred to. The cost of copies of documents will be \$.25 per page, or such other amount as the Trustees may reasonably set from time to time. The tape recording, if one is made, will be furnished for the actual cost of the tape cassette.
5. There will be copies made of all documents and records introduced at the hearing, and some will be attached to the record of the hearing and made a part thereof. In lieu of attaching copies of the documents and records, reference may be made to them on the tape recording, if one is made, and same will be retained in your claim file.
6. All information upon which the Board of Trustees or Pension Application Committee bases its decision will be disclosed to you or your representative at the hearing.
7. In the event that additional evidence is introduced by the Board that is not made available to you prior to the hearing, you will be granted a continuance of so much time as you desire, not to exceed 30 days. Evidence discovered upon examination of your own witnesses shall be considered "new evidence."

8. You will be afforded the opportunity of presenting any evidence on your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than 30 days so that the Board of Trustees or Pension Application Committee may investigate and determine whether additional evidence or the accuracy of your new evidence will be considered.

The written decision of the Board of Trustees or Pension Application Committee shall be final, binding and conclusive upon the claimant. All review procedures described above must be followed and exhausted before a claimant may institute any legal action including an action or proceeding before any court, administrative agency or arbitrator.

For denials and appeals involving Total and Permanent Disability special rules apply.

1. You must obtain and complete a claim form. Please call the Fund Office to obtain a claim form. Then complete the Participant's section of the form. Your physician should complete the Attending Physician's section of the form. Failure to complete a claim form will cause a delay in payments. If you are unable to complete the form, your spouse or another individual may complete the form if they are designated to represent you. Please call the Fund Office for the designation form.
2. File the claim form with the Fund Office. The Fund Office will make a decision on your claim and notify you within 45 days. If the Fund requires an extension of time due to matters beyond the control of the Fund, the Fund will notify you of the reason for the delay and when the decision will be made. This notification will occur before the expiration of the 45-day period. A decision will be made within 30 days of the time the Fund notifies you of the delay. The period for making a decision may be delayed an additional 30 days, provided the Fund Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Fund expects to render a decision.

3. If an extension is needed because the Fund needs additional information from you, the extension notice will specify the information needed. In that case you will have 45 days from receipt of the notification to supply the additional information. If you do not provide the information within that time, your claim will be denied. During the period in which you are allowed to supply additional information, the normal period for making a decision on the claim will be suspended. The deadline is suspended from the date of the extension notice until either 45 days or until the date you respond to the request (whichever is earlier). Once you respond to the Fund's request for the information, you will be notified of the Fund's decision on the claim with 30 days.
4. The Fund must provide you with a notice of their initial determination about the claim within certain time frames after they receive the claim. The notice must provide you with the following information:
 - a. The specific reason or reasons for the denial of benefits or other adverse benefit determination;
 - b. A specific reference to the pertinent provisions of the Fund upon which the decision is based;
 - c. A description of any additional material or information that is needed to process the claim and an explanation of why the information is needed;
 - d. A copy of the Fund's review procedures and time periods to appeal the claim, plus a statement that you may bring a lawsuit under ERISA following the review of the claim;
 - e. A copy of any internal rule, guideline, protocol or similar criteria that was relied on or a statement that a copy is available to you at no cost upon request;

5. You have the right to a full and fair review by the Board of Trustees if your claim for benefits is denied by the Fund. You must make a request to the Fund Administrator of the Fund Office within 180 days after receiving notice of denial. Your application for review must be in writing and it must include the specific reasons why the denial is felt to be improper. You may submit any document felt appropriate, as well as submitting all written issues and comments.
6. You have the right to review documents relevant to the claim. A document, record or other information is relevant if:
 - a. It was relied upon by the Fund in making the decision;
 - b. It was submitted, considered or generated in the course of making the benefit determination (regardless of whether it was relied upon); or
 - c. It demonstrates compliance with the Fund's administrative processes for ensuring consistent decision-making.
7. Upon request, you will be provided with identification of medical or vocational experts, if any, that gave advice to the Fund on the claim, without regard to whether their advice was relied upon in deciding your claim.
8. A different person will review the claim than the one who originally denied the claim. The reviewer will not give deference to the initial adverse benefit determination. The decision will be made on the basis of the record, including such additional documents and comments that may be submitted by you, without regard to whether such information was submitted or considered in the initial benefit determination.
9. Ordinarily, decisions on appeals will be made at the next regularly scheduled meeting of the Board of Trustees following receipt of a request for appeal. However, if the appeal is received within 30 days of the next regularly scheduled meeting, then the appeal will be considered at the following regularly scheduled meeting of the Board of Trustees. In special circumstances, a delay until the third regularly scheduled meeting following receipt of the appeal may be necessary.

- The Fund will notify you in advance if any extension will be necessary. Once the Fund reaches a decision on the appeal, the Fund will notify you of the decision as soon as possible, but no later than five days after the date when the Fund reaches its decision.
10. The decision on any appeal of the claim will be given to you in writing. The notice of a denial of a claim on appeal will state:
 - a. The specific reason(s) for the determination;
 - b. Reference to the specific Fund provision(s) on which the determination is based;
 - c. A statement that you are entitled to receive reasonable access to and copies of all documents relevant to the claim, upon request and free of charge;
 - d. A statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.
 12. If an internal rule, guideline or protocol was relied upon by the Fund, you will receive either a copy of the rule or a statement that it is available upon request at no charge.
 13. You may not start a lawsuit to obtain benefits until after a review by the Fund Administrator of the Fund Office is requested and a final decision has been reached by the Board of Trustees, or until the appropriate time frame described above has elapsed since the request for review was filed and no final decision or notice that an extension will be necessary to reach a final decision has been received by you. Any lawsuit based on the denial of an appeal by the Board of Trustees is governed by the applicable statute of limitations. You and the Plan have other alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U. S. Department of Labor office or your State Insurance regulatory agency.

PLAN BENEFITS AT TERMINATION

Are My Benefits Protected In The Event Of Discontinuation Or Termination Of The Plan?

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

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

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

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

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

Who Can I Contact For More Information Regarding Insurance Protection?

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>.

PLAN AMENDMENTS AND TERMINATION

How Can The Plan Be Amended Or Terminated?

The Board of Trustees has the right to amend the Plan or to terminate the Plan, in whole or in part, if the Plan becomes insolvent. If amendments are made, you will be told about them.

Under What Conditions Will The Plan Terminate?

The Plan will cease and terminate upon the happening of any one or more of the following events:

1. In the event the Fund will, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of the Trust Agreement, or be inadequate to meet the payments due or to become due under the Trust Agreement and under the Plan of benefits to Participants and beneficiaries already drawing benefits; or
2. In the event there are no individuals who can qualify as Employees hereunder; or
3. In the event of termination by action of the Unions and the Association; or
4. In the event of termination as may be otherwise provided by law.

What Are The Procedures In Event Of Termination?

1. Make provision out of the Fund for the payment of any and all obligations of the Plan and Trust, including expenses incurred up to the date of termination of the Plan and the expenses incidental to such termination; and
2. Arrange for a final audit and report of their transactions and accounts for the purpose of termination of their Trusteeship; and

3. Give any notice and prepare and file any reports that may be required by law; and
4. Distribute the remaining assets among the Participants and beneficiaries of the Plan in the following order:
 - a. To provide benefits for those Participants already receiving retirement benefits; and
 - b. To provide benefits for those Participants then eligible to retire and receive retirement benefits; and
 - c. To provide benefits for those Participants who have ten Years of Service but have not reached their respective 65th birthdays; and
 - d. To provide for all other non-forfeitable benefits under the Plan; and
 - e. Use the balance of available funds in a non-discriminatory manner for the benefit of all Participants not heretofore provided for under the Plan at the date of termination.

Will I Lose My Benefits Upon Termination of the Plan?

In the event of a partial or total termination of the Plan or a complete discontinuance of Employer contributions, the Regular Unreduced Retirement Pension, to the extent funded as of the date of termination or discontinuance credited to each Participant, will be non-forfeitable.

MAXIMUM LIMITATIONS

Are There Any Limitations As To The Amount Of Pension That I May Receive?

Federal regulations provide for certain limitations on benefits payable from the Plan.

The regulations state that your annual benefit may not exceed \$195,000 (this is the 2011 limit and the limit is indexed annually), reduced actuarially for commencement prior to age 62 and increased actuarially for commencement after age 65. If you have fewer than 10 years of participation in the Plan, the dollar limit is reduced proportionately.

OTHER QUESTIONS AND ANSWERS

Are There Any Circumstances When I Will Receive A Single Sum Payment?

If the Actuarial Equivalent of any benefit payable under this Plan is \$1,000 or less, the Trustees must pay any such benefit in a single sum. If the Actuarial Equivalent of your benefit is greater than \$1,000 but no more than \$5,000, the benefit will be paid in a single sum, if you elect to receive your benefit in that form. However, if you have started to receive payments in the Joint and 50% Survivor Pension or Joint and 75% Survivor Pension form, your surviving spouse will receive monthly benefits after your death. The Actuarial Equivalent is the value of your entire benefit that you will receive over your lifetime, not the value of your monthly benefit.

If your benefit is payable in a single sum, the Plan will provide information regarding options that you or your Beneficiary might use to reduce or to postpone tax liability on that payment. These options include the ability to roll over the payment into an Individual Retirement Account (IRA) or another qualified plan.

Can I Roll My Distribution Over Tax-Free To An IRA Or Other Qualified Plan?

Generally, all distributions, including death benefits paid to your spouse, are eligible for tax-free rollover *except for* distributions that are:

1. substantially equal periodic payments over
 - a. the life (or life expectancy) of a Participant, or joint lives of a Participant and Beneficiary; or
 - b. a scheduled period of at least 10 years; or
2. mandatory minimum distributions after age 70-1/2.

A payment that is eligible for rollover can be taken in two ways. You can have all or any portion of your payment either (1) paid in a direct rollover or (2) paid to you. This choice will affect the tax you owe.

If you choose a direct rollover:

1. your payment will not be taxed in the current year and no income tax will be withheld.
2. your payment will be made directly to your IRA or, if you choose, to another qualified retirement plan that accepts your rollover, and
3. your payment will be taxed later when you take it out of the IRA or the qualified retirement plan.

If you choose to have your benefit paid to you:

1. you will receive only 80% of the payment, because federal law requires that the Fund withhold 20% of the payment and send it to the Internal Revenue Service as income tax withholding to be credited against your taxes.
2. your payment will be taxed in the current year unless you roll it over (you may be able to use special tax rules that could reduce the tax you owe, however, if you receive the payment before age 59½ you also may have to pay an additional 10% tax).
3. you can roll over the payment by paying it to your IRA or to another qualified retirement plan that accepts your rollover within 60 days of receiving the payment, and the amount will not be taxed until you take it out of the IRA or other qualified retirement plan, and
4. if you want to roll over 100% of the payment to an IRA or another qualified retirement plan that accepts your rollover, ***you must find other money to replace the 20% that was withheld.*** If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.

Federal law requires the Fund Office to provide you with a timely “Special Tax Notice Regarding Plan Payments” that describes your rights and obligations regarding rollovers and withholding requirements.

Is One Optional Benefit Worth More Than Another?

Federal law requires that any optional form of benefit under the Plan must be at least the Actuarial Equivalent of your nonforfeitable accrued benefit payable at Normal Retirement Age. If you choose an optional form of benefit, your benefit amount will be adjusted accordingly.

Are Benefits Payable Under The Plan Rounded?

If the calculation of any benefit amount results in an amount that is not an exact multiple of \$.50, then the amount will be rounded by raising it to the next higher multiple of \$.50.

If I Owe Money Can I Sign Over My Pension Benefit?

Benefits cannot be sold, assigned, or pledged as security for a loan and to the extent permitted by law.

However, the Plan must recognize a qualified domestic relations order (see page 59).

If I Leave Covered Employment Will I Receive A Refund Of The Money Paid To The Fund On My Behalf By My Employer?

Because the Fund is designed to pay the highest benefits to those of you who have devoted long years of service in the construction industry, it would be impossible to fulfill the Fund’s purpose by giving refunds to those who move out of Covered Employment before becoming eligible for benefits.

Must I Retire When I Reach Age 65?

Retirement is voluntary. However, once you attain age 70-1/2 you must begin to take your pension.

Can I Still Get All My Benefits If I Move Outside The United States?

Generally yes, but check with the Fund Office before you move because there are certain tax forms that must be completed. You should also be sure the Fund Office has your full and correct mailing address.

Can I Receive Social Security Benefits In Addition To Those Provided By This Plan?

Social Security benefits paid by the Social Security Administration are independent of this Plan. You should file for any benefits you are entitled to receive from Social Security independently from your application for benefits under this Plan.

When May I Obtain A Statement Of The Benefits I Have Earned?

You may get a statement of benefits earned by logging into the fund website at www.ocipension.com or by calling or writing the Fund Office. You may also contact the Fund Office if you need assistance navigating the fund website.

What Happens If I Am Too Ill To Manage My Own Affairs?

The Trustees may pay any benefits due you to your legal guardian, legal representative or, in their absence, to any relative or connection by marriage the Trustees consider entitled to receive them for you.

GENERAL INFORMATION ABOUT YOUR PENSION FUND

1. **Name of Plan:** Omaha Construction Industry Pension Plan

2. **Plan Established and Maintained by:**

Board of Trustees
Omaha Construction Industry Pension Plan
2156 W. 2200 South
Salt Lake City, UT 84119

3. **Sponsoring Employers:**

A complete list of the Employers sponsoring this Plan may be obtained upon written request to the Administrator or may be examined at the Fund Office and certain other locations.

4. **Employer Identification Number (EIN):** 47-0499230

5. **Plan Number:** 001

6. **Type of Pension Plan:**

The Omaha Construction Industry Pension Plan is referred to as a Defined Benefit Plan.

This means that the dollar amount of benefit provided is based on either Years of Service or the amount of contributions paid on behalf of the Participant.

The exact dollar amount of the contributions is determined by collective bargaining between the Union(s) and the Employer(s). The level of benefits is determined actuarially considering contribution income, mortality rates, turnover of Employees, general economic conditions and other factors affecting Fund income and costs. Actuarial Valuations are performed by enrolled actuaries retained by the Trustees in the Participants' behalf. Cost projections and determination of benefit levels are done in consultation with the actuary. Although the Trustees and professional advisors make every effort to fix benefit levels accurately, benefit levels are subject to adjustments depending on changes

in economic conditions, results of collective bargaining and other necessary changes related to actuarial assumptions.

7. Type of Administration of the Pension Plan:

The Plan is administered and maintained by the joint Board of Trustees for the Omaha Construction Industry Pension Plan. The Trustees have contracted with a third party administrator to assist them with the day-to-day administration of the Plan. Address all communications with the Board of Trustees to:

Board of Trustees
Omaha Construction Industry Pension Plan
2156 W. 2200 South
Salt Lake City, UT 84119

Phone: 801-973-1001

8. Agent for Service of Legal Process:

The Trustees have appointed the following as Agent for Service of Legal Process:

Board of Trustees
Omaha Construction Industry Pension Plan
Dawnette Butterworth, Administrator
2156 W. 2200 South
Salt Lake City, UT 84119

Service of legal process may (also) be made upon any Plan Trustee.

9. Name, Title and Address of Principal Place of Business of Each Trustee:

UNION TRUSTEES

Mr. Jason Beck
Bricklayers Local 15
5808 S. 118th Circle
Omaha, NE 68137

Mr. Bob Grothe
Ironworkers Local No. 21
14515 Industrial Road
Omaha, NE 68114

Mr. Aaron Fichter
OE 571
4660 South 60th Avenue
Omaha, NE 68117

Mr. Matt Scott
Carpenters Local 427
10761 Virginia Plaza, Suite 100
Papillion, NE 68128

Mr. J. Guadalupe Jacinto
Cement Finishers No. 538
5418 South 27th Street
Omaha, NE 68107

EMPLOYER TRUSTEES

Mr. Warren Griffin
Topping Out
15109 S. 231st Street
Gretna, NE 68028

Mr. Greg Elkins
D. R. Anderson Constructors, Inc.
P.O. Box 34340, NW Station
Omaha, NE 68134

Mr. Jeffry Green
Harris Davis Rebar
9716 Spring Street
Omaha, NE 68124

Mr. Brian Mahlendorf
The Weitz Company
8715 S. 121st Street
LaVista, NE 68128

NOTE - The Board of Trustees has discretionary authority to determine eligibility for benefits and to use its discretionary authority to interpret the Plan. Benefits under the Plan will be paid only if the Board of Trustees decides, in its discretion, that the applicant for the benefits is entitled to them. Any interpretation or determination made by the Board of Trustees pursuant to this discretionary authority will be final and binding on all parties unless it is determined by a court that the interpretation or determination was arbitrary and capricious.

10. Collective Bargaining Agreements:

This Plan is maintained pursuant to a Collective Bargaining Agreement between Omaha Construction Industry and the various participating Employers and Associations. You may obtain a copy of the Collective Bargaining Agreement by writing to the Administrator, or you may examine it at the Fund Office.

11. Sources of Contributions:

This Plan is funded through contributions by the Employers on behalf of their Employees under the terms of a Collective Bargaining Agreement, and by investment income earned on a portion of the Fund's assets.

The Plan is subject to periodic actuarial review to assure that the relationship between income and benefit costs meets the funding standards required by ERISA.

12. Funding Medium for the Accumulation of Plan Assets:

Assets are accumulated and benefits are provided by the Trust Fund. Plan assets are invested. These investments are made only after consultation with professional investment managers employed by the Trust.

13. Date of the Plan's Fiscal Year End: December 31

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

Your Rights

As a participant in Omaha Construction Industry Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit 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 funding notice. The Plan administrator is required by law to furnish each participant with a copy of this notice.

Obtain a copy of any periodic actuarial report, a copy of any quarterly, semi-annual or annual financial report prepared by an investment advisor or other fiduciary or a copy of the application filed with the Secretary of the Treasury requesting an extension of amortization periods under Section 304 of ERISA and the determination of such Secretary pursuant to such application, Subject to limitation allowed by law. Requested reports must be in possession of the Plan for at least 30 days before the Administrative Manager is required to furnish the reports. These reports must be requested in writing

and are not required to be given more than once every 12 months. The Plan Administrator may make a reasonable charge for the copies.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

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

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or

lack thereof concerning the qualified status of a domestic relations order, 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. Before filing suit, you must first use the Plan's claims appeal procedures. Failure to do so could result in your case being dismissed and any further suits barred.

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 Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

TEN YEAR CERTAIN AND LIFE FACTORS
Normal Form - Five Years Certain and Life

Retirement Age	Factor
55	98.00%
56	97.60%
57	97.20%
58	96.80%
59	96.40%
60	96.00%
61	95.60%
62	95.20%
63	94.80%
64	94.40%
65	94.00%
66	93.20%
67	92.40%
68	91.60%
69	90.80%
70	90.00%
71	89.20%
72	88.40%
73	87.60%
74	86.80%
75	86.00%
76	85.20%
77	84.40%
78	83.60%
79	82.80%
80	82.00%

TABLE OF FACTORS: Joint & 50% Survivor Percentage of Normal or Early Retirement Benefit
Normal Form - 5 Years Certain and Life

Age of Spouse	Participant Retirement Age																											
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80		
45	.898	.890	.882	.874	.866	.857	.848	.838	.829	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788	.784	.780	.776	.772	.768	.764	.760		
46	.901	.892	.884	.877	.868	.860	.851	.841	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788	.784	.780	.776	.772	.768	.764		
47	.903	.895	.887	.879	.871	.862	.853	.844	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788	.784	.780	.776	.772	.768		
48	.906	.897	.890	.882	.874	.865	.856	.847	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788	.784	.780	.776	.772		
49	.909	.900	.893	.885	.877	.868	.860	.850	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788	.784	.780	.776		
50	.911	.903	.896	.888	.880	.872	.863	.854	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788	.784	.780		
51	.914	.906	.899	.891	.883	.875	.866	.857	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788	.784		
52	.917	.909	.902	.894	.887	.878	.870	.861	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792	.788		
53	.920	.912	.905	.898	.890	.882	.874	.865	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796	.792		
54	.923	.915	.908	.901	.894	.886	.877	.869	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800	.796		
55	.926	.918	.912	.905	.897	.890	.881	.873	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804	.800		
56	.929	.922	.915	.908	.901	.893	.885	.877	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808	.804		
57	.932	.925	.919	.912	.905	.898	.890	.881	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812	.808		
58	.936	.928	.922	.916	.909	.902	.894	.886	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816	.812		
59	.939	.932	.926	.919	.913	.906	.898	.890	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820	.816		
60	.942	.935	.929	.923	.917	.910	.903	.895	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824	.820		
61	.945	.939	.933	.927	.921	.914	.907	.900	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828	.824		
62	.948	.942	.937	.931	.925	.919	.912	.905	.897	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832	.828		
63	.952	.946	.940	.935	.929	.923	.917	.910	.902	.897	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836	.832		
64	.955	.949	.944	.939	.933	.928	.921	.915	.908	.902	.897	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840	.836		
65	.958	.952	.948	.943	.938	.932	.926	.920	.913	.908	.903	.896	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844	.840		
66	.961	.956	.951	.947	.942	.936	.931	.925	.918	.913	.909	.901	.896	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848	.844		
67	.964	.959	.955	.950	.946	.941	.935	.930	.923	.919	.915	.907	.900	.896	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852	.848		
68	.967	.962	.958	.954	.950	.945	.940	.934	.929	.925	.921	.913	.906	.900	.896	.892	.888	.884	.880	.876	.872	.868	.864	.860	.856	.852		
69	.970	.965	.961	.958	.954	.949	.945	.939	.934	.930	.927	.920	.913	.906	.900	.896	.892	.888	.884	.880	.876	.872	.868	.865	.864	.864		
70	.973	.968	.965	.961	.958	.953	.949	.944	.939	.936	.933	.926	.920	.914	.908	.902	.897	.892	.888	.884	.881	.879	.878	.877	.876	.876		
71	.976	.971	.968	.965	.961	.958	.953	.949	.944	.941	.939	.932	.926	.921	.915	.910	.905	.901	.897	.894	.891	.890	.889	.889	.889	.889		
72	.978	.974	.971	.968	.965	.961	.958	.954	.949	.947	.944	.939	.933	.928	.923	.918	.914	.910	.906	.904	.902	.901	.901	.901	.902	.903		
73	.981	.977	.974	.971	.968	.965	.962	.958	.954	.952	.950	.945	.939	.935	.930	.926	.922	.919	.916	.914	.912	.912	.912	.913	.915	.916		
74	.983	.979	.977	.974	.972	.969	.966	.962	.959	.957	.956	.951	.946	.941	.937	.934	.930	.927	.925	.923	.923	.923	.924	.925	.927	.930		
75	.985	.982	.979	.977	.975	.972	.969	.966	.963	.962	.961	.956	.952	.948	.944	.941	.938	.936	.934	.933	.933	.934	.935	.938	.940	.943		
76	.987	.984	.982	.980	.978	.976	.973	.970	.967	.966	.966	.962	.958	.954	.951	.949	.946	.944	.943	.943	.943	.944	.947	.950	.953	.957		
77	.989	.986	.984	.982	.981	.979	.976	.974	.971	.971	.971	.967	.963	.961	.958	.956	.954	.953	.952	.952	.953	.955	.958	.962	.966	.971		
78	.991	.988	.986	.985	.983	.982	.980	.978	.975	.975	.975	.972	.969	.966	.964	.963	.961	.961	.960	.961	.963	.966	.970	.974	.979	.984		
79	.993	.990	.988	.987	.986	.984	.983	.981	.979	.979	.980	.977	.974	.972	.970	.969	.969	.968	.969	.970	.972	.976	.981	.986	.992	.998		
80	.994	.992	.990	.989	.988	.987	.986	.984	.982	.983	.984	.981	.979	.978	.976	.976	.976	.976	.977	.979	.982	.986	.992	.998	1.004	1.011		

TABLE OF FACTORS: Joint & 75% Survivor Percentage of Normal or Early Retirement Benefit
Normal Form - 5 Years Certain and Life

Age of Spouse	Participant Retirement Age																											
below	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80		
45	.850	.840	.829	.818	.807	.795	.783	.770	.757	.744	.730	.717	.703	.689	.675	.661	.648	.634	.620	.607	.593	.580	.567	.555	.543	.532		
46	.853	.843	.833	.822	.810	.799	.786	.774	.761	.748	.734	.720	.706	.693	.679	.665	.651	.638	.624	.610	.597	.583	.570	.558	.546	.535		
47	.856	.846	.836	.825	.814	.802	.790	.778	.765	.751	.738	.724	.710	.696	.683	.669	.655	.641	.628	.614	.600	.587	.574	.562	.550	.538		
48	.860	.850	.840	.829	.818	.806	.794	.782	.769	.755	.742	.728	.714	.700	.687	.673	.659	.645	.632	.618	.604	.591	.578	.565	.553	.542		
49	.863	.854	.844	.833	.822	.810	.798	.786	.773	.760	.746	.732	.719	.705	.691	.677	.663	.650	.636	.622	.608	.595	.582	.569	.557	.546		
50	.867	.857	.847	.837	.826	.814	.802	.790	.777	.764	.751	.737	.723	.709	.695	.682	.668	.654	.640	.627	.613	.599	.586	.574	.562	.550		
51	.871	.861	.852	.841	.830	.819	.807	.795	.782	.769	.755	.742	.728	.714	.700	.686	.673	.659	.645	.631	.618	.604	.591	.578	.566	.555		
52	.875	.865	.856	.845	.835	.823	.812	.799	.787	.774	.760	.747	.733	.719	.705	.691	.678	.664	.650	.636	.622	.609	.596	.583	.571	.559		
53	.879	.870	.860	.850	.839	.828	.816	.804	.792	.779	.765	.752	.738	.724	.711	.697	.683	.669	.655	.642	.628	.614	.601	.588	.576	.565		
54	.883	.874	.865	.855	.844	.833	.821	.809	.797	.784	.771	.757	.744	.730	.716	.702	.689	.675	.661	.647	.633	.620	.606	.594	.581	.570		
55	.887	.878	.869	.859	.849	.838	.827	.815	.802	.790	.776	.763	.749	.736	.722	.708	.695	.681	.667	.653	.639	.626	.612	.600	.587	.576		
56	.891	.883	.874	.864	.854	.843	.832	.820	.808	.795	.782	.769	.756	.742	.728	.715	.701	.687	.673	.659	.646	.632	.619	.606	.594	.582		
57	.896	.888	.879	.869	.859	.849	.838	.826	.814	.801	.789	.775	.762	.748	.735	.721	.707	.694	.680	.666	.652	.639	.625	.612	.600	.589		
58	.900	.892	.884	.874	.865	.854	.843	.832	.820	.808	.795	.782	.769	.755	.742	.728	.714	.701	.687	.673	.659	.646	.632	.619	.607	.596		
59	.905	.897	.889	.880	.870	.860	.849	.838	.826	.814	.802	.789	.776	.762	.749	.735	.722	.708	.694	.681	.667	.653	.640	.627	.615	.603		
60	.909	.902	.894	.885	.876	.866	.855	.844	.833	.821	.808	.796	.783	.770	.756	.743	.729	.716	.702	.689	.675	.661	.648	.635	.623	.611		
61	.914	.907	.899	.890	.881	.871	.861	.851	.839	.828	.815	.803	.790	.777	.764	.751	.737	.724	.710	.697	.683	.669	.656	.643	.631	.619		
62	.918	.911	.904	.896	.887	.877	.868	.857	.846	.835	.823	.810	.798	.785	.772	.759	.746	.733	.719	.705	.692	.678	.665	.652	.640	.628		
63	.923	.916	.909	.901	.892	.883	.874	.864	.853	.842	.830	.818	.806	.793	.780	.768	.755	.741	.728	.715	.701	.687	.674	.661	.649	.638		
64	.927	.921	.914	.906	.898	.889	.880	.870	.860	.849	.838	.826	.814	.802	.789	.776	.764	.751	.737	.724	.711	.697	.684	.671	.659	.647		
65	.932	.926	.919	.912	.904	.896	.887	.877	.867	.857	.845	.834	.822	.810	.798	.786	.773	.760	.747	.734	.721	.707	.694	.682	.669	.658		
66	.936	.930	.924	.917	.910	.902	.893	.884	.874	.864	.853	.842	.831	.819	.807	.795	.783	.770	.757	.744	.731	.718	.705	.693	.680	.669		
67	.941	.935	.929	.923	.915	.908	.900	.891	.881	.872	.861	.851	.839	.828	.816	.805	.793	.780	.768	.755	.742	.729	.716	.704	.692	.681		
68	.945	.940	.934	.928	.921	.914	.906	.898	.889	.879	.869	.859	.848	.837	.826	.815	.803	.791	.779	.766	.753	.741	.728	.716	.704	.693		
69	.949	.944	.939	.933	.927	.920	.912	.904	.896	.887	.877	.868	.857	.847	.836	.825	.813	.802	.790	.778	.765	.753	.741	.729	.717	.706		
70	.953	.949	.944	.938	.932	.926	.919	.911	.903	.895	.886	.876	.866	.856	.846	.835	.824	.813	.801	.790	.777	.765	.753	.742	.730	.720		
71	.957	.953	.948	.943	.938	.931	.925	.918	.910	.902	.894	.885	.875	.866	.856	.846	.835	.824	.813	.802	.790	.778	.767	.755	.744	.734		
72	.961	.957	.953	.948	.943	.937	.931	.924	.917	.910	.902	.893	.884	.875	.866	.856	.846	.836	.825	.814	.803	.791	.780	.769	.758	.748		
73	.964	.961	.957	.952	.948	.942	.937	.931	.924	.917	.909	.901	.893	.884	.876	.866	.857	.847	.837	.826	.815	.804	.794	.783	.773	.763		
74	.968	.964	.961	.957	.952	.948	.942	.937	.930	.924	.917	.909	.902	.894	.885	.877	.868	.858	.848	.838	.828	.818	.807	.797	.787	.778		
75	.971	.968	.965	.961	.957	.953	.948	.942	.937	.931	.924	.917	.910	.902	.895	.887	.878	.869	.860	.851	.841	.831	.821	.812	.802	.793		
76	.974	.971	.968	.965	.961	.957	.953	.948	.943	.937	.931	.925	.918	.911	.904	.896	.889	.880	.872	.863	.854	.844	.835	.826	.817	.809		
77	.977	.974	.972	.969	.965	.962	.958	.953	.949	.943	.938	.932	.926	.920	.913	.906	.899	.891	.883	.875	.866	.858	.849	.841	.832	.824		
78	.979	.977	.975	.972	.969	.966	.962	.958	.954	.949	.945	.939	.934	.928	.922	.916	.909	.902	.895	.887	.879	.871	.863	.855	.848	.840		
79	.982	.980	.978	.976	.973	.970	.967	.963	.959	.955	.951	.946	.941	.936	.930	.925	.919	.912	.906	.899	.891	.884	.877	.870	.863	.856		
80	.984	.983	.981	.979	.976	.974	.971	.968	.964	.961	.957	.953	.948	.943	.939	.934	.928	.922	.916	.910	.904	.897	.890	.884	.878	.872		