



CENTRAL LABORERS' PENSION FUND

**New Entrant Plan
Summary Plan Description**

2021 EDITION



CENTRAL LABORERS' PENSION FUND

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INTRODUCTION

General Overview

The Central Laborers' Pension Fund (the "Fund") was established in 1965 as a defined benefit pension plan. Effective May 1, 1998, the Fund added a separate schedule of benefits and eligibility rules applicable to employees of non-construction industry employers who had not been contributing to the Fund before that date. Employers who were participating in the Fund before May 1, 1998, remained in the Construction Industry Plan of benefits regardless of whether they were construction or non-construction industry Employers. Subsequently, the Fund added a schedule of benefits and rules applicable to construction and non-construction industry employees whose first hour of work covered by the Fund occurred on or after January 1, 2009; this schedule is known as the New Entrant Plan (the "Plan"). This Summary Plan Description ("SPD") describes the retirement, disability and death benefits offered under the Plan.

If your first hour of work in employment covered by the Fund occurred prior to January 1, 2009, please contact the Fund office to obtain the summary plan description covering your benefits.

The goal of this SPD is to present and explain benefits, including how individuals earn Vesting Service, eligibility requirements, how the benefit is calculated, what forms of payment are available, and how to apply for benefits. The Central Laborers' Pension Fund Restated Plan Rules and Regulations (the "Plan Document") is the final word on eligibility for benefits, amounts, filing requirements, etc. and will control pensions and other benefits provided from the Fund. If there is any inconsistency between the wording in this SPD and the actual language of the Plan Document, the wording of the Plan Document will prevail.

This SPD describes the Plan provisions in effect for individuals who are actively working in Covered Employment under the Fund as of January 1, 2021, and does not reflect any changes to the Plan that may occur after that date. Previous SPDs, Rehabilitation Plans and Funding Improvement Plans (as explained on the next page) describe the Plan provisions in effect for individuals who are not actively working in Covered Employment under the Fund as of January 1, 2021. The definition of capitalized terms used in this SPD may be found in the SPD Glossary starting on page 37.

Nothing in this SPD is meant to interpret or change in any way the provisions expressed in the Plan document. If there is a discrepancy between what is included in this summary and the Plan document, the Plan document will govern. Only the full Board of Trustees is authorized to interpret the Plan described in this SPD and to determine all issues or matters pertaining to the Plan. No Employer, Union, or any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

For your convenience, this SPD is also available in its entirety on the Fund's website at www.central-laborers.com.

Rehabilitation Plan

Federal legislation known as the “Pension Protection Act of 2006” (“PPA”) added requirements for measuring the financial health of multiemployer pension plans such as the Fund. Starting with the 2008 plan year, the PPA requires that a pension fund’s actuary annually determine the fund’s status under these rules and certify such status to the IRS and to the fund’s trustees. If the actuary determines that the fund is in “critical” status (also known as the “red zone”), the fund’s trustees must notify all plan participants and the bargaining parties and adopt a “rehabilitation plan” consisting of corrective actions to restore the pension fund’s financial health.

A rehabilitation plan is an action plan designed to restore a pension plan to financial health and may include provisions for changes in contribution rates and reductions in benefits payable under the plan. However, a rehabilitation plan must maintain the level of a plan participant’s retirement benefit earned to date as payable at Normal Retirement Age under the plan.

On December 29, 2011, the Plan’s actuary certified the Plan to be in critical status for the Plan Year beginning October 1, 2011. On January 27, 2012, a Notice was sent to all Participants that the Plan was in critical status and a Rehabilitation Plan had been adopted by the Plan’s Trustees. The Rehabilitation Plan was updated by the Plan’s Trustees on November 4, 2013.

Under the Fund’s Rehabilitation Plan, your Employer was required to adopt a “Preferred Schedule,” an “Alternate Schedule,” or a “Default Schedule.” Benefit changes that affected all participants included a 50% reduction in the Death Benefit; in addition, reductions were made that affect the amount of your pension benefits earned in the future. If you became subject to the Default Schedule or Alternate Schedule, then the Early Retirement Pension, Total and Permanent Disability Benefit and the Occupational Disability Benefit were eliminated as benefit options for you.

Currently, most Employees are subject to the Preferred Schedule. However, it is possible that you or other Employees will be covered under either the Alternate Schedule or the Default Schedule at some point. To determine which schedule applies to your pension benefits based on your work history, please contact the Fund Office or you may view this information online at www.central-laborers.com.

To learn more about each of the Rehabilitation Plans, please refer to the “Notice of Reduction in Benefits” sent to you on January 27, 2012, and to a second such notice sent to you on December 9, 2013. If you do not have a copy of these Notices, you may view them and the Rehabilitation Plan Employer Adoption List online at www.central-laborers.com or call the Fund Office at (800) 252-6571.

Funding Improvement Plan

As a result of the Trustees’ actions and the effects of the Rehabilitation Plan, the Plan’s funded status improved from “critical” status to “endangered” status (also known as the “yellow zone”) in 2016. Specifically, in March of 2016, the Plan’s actuary certified the Plan to be in “endangered” status for the Plan Year beginning January 1, 2016. As a result, the Plan enacted a Funding Improvement Plan (FIP), which is also a PPA requirement. The FIP, like the Rehabilitation Plan, is designed to restore the Plan to financial health. The FIP further refined changes made under the Rehabilitation Plan to keep the Plan moving in the right direction.

In 2017, the Trustees reviewed the provisions of the Rehabilitation Plans and the Funding Improvement Plan and decided to make changes regarding administrative processing. In this respect, the Trustees updated the Plan’s FIP on January 17, 2018. To learn more about the FIP, go to www.central-laborers.com or call the Fund Office at (800) 252-6571.

Each April, the Plan’s Annual Funding Notice is sent to all Participants confirming the Plan’s annual PPA zone status and related information.

BENEFITS AT A GLANCE

This section provides a general overview of the Plan.

Generally, you become a Participant in the Plan after you work the required number of Hours of Work in Covered Employment in a specific time period. After you become a Participant, you must have the minimum number of Hours of Work in Covered Employment during each Plan Year to continue participation in the Plan.

For each hour you work in Covered Employment, your Employer is required to make a contribution to the Fund on your behalf. Your hourly Contribution Rate is determined by a Collective Bargaining Agreement (or other written agreement) and may change from time to time.

You are considered vested in your pension benefit once you have earned five Years of Vesting Service.

The Plan offers several types of pensions and disability benefits, which are explained in detail on pages 16–20.

- Regular Pension
- Early Retirement Pension
- Deferred Pension
- Reciprocal Pension
- Total and Permanent Disability Benefit
- Occupational Disability Benefit

You have several choices for how your benefit is paid, which are explained in detail on pages 21–22.

- Life Only Pension
- 50% Joint and Survivor Spousal Pension
- 75% Joint and Survivor Spousal Pension
- 100% Joint and Survivor Spousal Pension
- Benefit Cashout Option

All of these options may not be available for all types of pensions and disability benefits and can be affected by the Fund's Rehabilitation Plan and the FIP (page 2).

Please see pages 26–28 for information about survivor benefits offered by the Plan if you die before or after you retire.

ELIGIBILITY

This section contains detailed information regarding Service and Contributions.

Becoming a Participant

A Participant is an Employee who meets the requirements for participation in the Plan or a former Employee who has earned a right to a pension under this Plan.

You are eligible to participate in the New Entrant Plan if your first hour of Covered Employment, or your first Hour of Work in Covered Employment following a Permanent Break in Service with the Plan, occurred on or after January 1, 2009.

Generally, you become a Participant in the Plan on the first October 1 or April 1 after a 12-consecutive-month period in which you have worked at least 1,000 hours in Covered Employment. You may also become a Participant in the Plan on the first October 1 or April 1 after you work 5,000 or more hours in Covered Employment, provided you do not incur a Permanent Break in Service.

After you become a Participant, you must have at least 200 Hours of Work in Covered Employment during each Plan Year to continue participation in the Plan.

Vesting Service

Vesting Service determines your eligibility (“vested” status) for a benefit under the Plan. You earn Vesting Service based on your Hours of Work in Covered Employment during a Plan Year. You may earn a maximum of one Year of Vesting Service in a Plan Year (after working 1,000 hours). You will become vested for a benefit under this Plan after you earn five Years of Vesting Service.

Hours of Work in Covered Employment	Year of Vesting Service
Less than 199	0.0
200 to 299	0.2
300 to 399	0.3
400 to 499	0.4
500 to 599	0.5
600 to 699	0.6
700 to 799	0.7
800 to 899	0.8
900 to 999	0.9
1,000 or more	1.0

HOUR OF WORK

In general, an Hour of Work means each hour for which you are paid, or entitled to be paid for the performance of duties.

See the Glossary for a complete definition of Hour of Work (page 38).

COVERED EMPLOYMENT

Covered Employment means employment of an Employee by any Employer for which the Employer is obligated by its Collective Bargaining Agreement or other written agreement to contribute to the Fund.

PLAN YEAR

A Plan Year is the 12-month period between October 1 and September 30 each year. This period is used for the computation of Vesting Service, and, after meeting initial participation requirements, continuing eligibility to participate in the Plan.

Employer Contributions

For each hour you work in Covered Employment, your Employer is required to make a contribution to the Fund on your behalf. Your hourly Contribution Rate is determined by a Collective Bargaining Agreement or other written agreement and may change from time to time. You may also be awarded Hours of Work in other situations, including Military Service and disability.

All Employers are required to report and remit the required contributions to the Fund on a monthly basis. Some Employers submit their monthly reports based on actual hours worked during the full calendar month, while other Employers report based on their payroll periods for the reporting month that may not always exactly start or end on the first or last day of said month. For purposes of determining Vesting Service, the Fund records will be based on the Employers' monthly remittance reports and other Employer records as the Trustees so determine.

Annual Pension Statement

Provided the Fund Office has your current mailing address, once a year you will receive a statement showing the pension you earned for the prior Plan Year, detail of Employer contributions made on your behalf, and total estimated pension benefit which assumes retirement at age 65 with a Life Only form of payment. Your actual benefit amount may be lower if you elect to retire prior to age 65 and/or elect one of the payment options described on pages 21–22.

Be sure to keep all of your pay stubs for the year and compare them to the annual pension statement. If there is a difference in the hours reported on your pay stubs and hours listed on the annual pension statement, please contact the Fund Office as soon as possible.

LEAVING COVERED EMPLOYMENT AND BREAKS IN SERVICE

This section contains information regarding temporary and permanent breaks in service, the resulting impact on your benefit, and exceptions to the general break in service rules.

General

Once you are vested in your pension benefit (generally, when you have earned at least five Years of Vesting Service), you have a non-forfeitable right to that pension benefit at Normal Retirement Age.

If your employment is interrupted before you become vested, depending on whether it is a One-Year Break in Service or a Permanent Break in Service (as described below), your Years of Vesting Service and Employer Contributions made to the Plan on your behalf may be forfeited. If you return to Covered Employment after incurring a Break in Service and satisfy the Fund's work requirement as described below, your participation may be restored. Rules for reinstatement depend on the type of break in service which has occurred and time period to which it applies.

If you are not vested in the Plan when you leave Covered Employment, you are not eligible for a pension benefit from the Fund.

One-Year Break in Service

You incur a One-Year Break in Service in any Plan Year in which you do not have at least 200 Hours of Work in Covered Employment.

A One-Year Break in Service is temporary and may be repaired without the loss of Years of Vesting Service or the benefit of Employer Contributions made to the Plan on your behalf, if certain criteria are met.

If you return to Covered Employment and complete 200 Hours of Work in a Plan Year before incurring a Permanent Break in Service, you are eligible to participate in the Plan immediately. Your participation is reinstated and your Years of Vesting Service and Employer Contributions earned before the break are restored.

Permanent Break in Service

You incur a Permanent Break in Service if you have five or more consecutive One-Year Breaks in Service.

In general, if you are not vested and incur a Permanent Break in Service, you are no longer a Participant in the Plan and your accumulated Years of Vesting Service, and the benefit of any Employer Contributions made to the Plan on your behalf, up to that point, are forfeited.

A Permanent Break in Service under the Plan may be repaired if you return to Covered Employment and work at least 200 Hours of Work in a Plan Year.

If you are vested, however, you will not incur a Permanent Break in Service. That means that if you leave Covered Employment, you will continue to have a right to a pension and the amount of your Accrued Benefit payable at Normal Retirement Age will remain unchanged as of the date you left Covered Employment.

BREAKS IN SERVICE/ GRACE PERIOD

The Fund has different grace periods that depend on the reason for the break in service and/or your Employer—Military Service, Disability, Maternity or Paternity Leave, or Employment with Non-Contributing Employers. The rules for each are explained on pages 7–8.

Additional Break in Service Rules/Grace Period

You will not incur a One-Year Break in Service if you have fewer than 200 Hours of Work in Covered Employment in a Plan Year if it is due to:

- Military Service;
- Disability;
- Maternity or Paternity Leave; or
- Employment with Non-Contributing Employers.

Military Service

If you are a Plan Participant and enter qualified military service, as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), you will not incur a Break in Service. Your time spent in qualified military service will count toward Vesting Service under the Plan (generally not to exceed five years), provided you meet the requirements of USERRA including, but not limited to:

- Terminating Covered Employment to enter qualified military service;
- Receiving an honorable discharge;
- Applying for reemployment in Covered Employment within 90 days or such other period as required under USERRA; and
- Providing the Trustees with reasonable documentation of qualified military service.

Please contact the Fund Office for more information.

Heroes Earnings Assistance and Relief Tax Act

In addition, please note that to assist military families experiencing significant economic hardship due to individuals being called to active duty, Congress passed the Heroes Earnings Assistance and Relief Tax Act of 2008 (the “HEART” Act). The HEART Act provides for additional Plan benefits and protection for individuals who, after leaving Covered Employment to serve in the military, either die or become disabled while in qualified military service.

The HEART Act requires pension plans to provide mandatory death benefits by treating participants who die while in qualified military service as if they had returned to active employment before their death. In addition to mandatory death benefits, the HEART Act also requires that pension plans provide credit for vesting service to participants who die while in qualified military service.

Contact the Fund Office for more information regarding benefits provided under the HEART Act.

Disability

You will not incur a Break in Service if the Trustees determine, based on medical evidence, that you became totally disabled due to an accident or illness. Solely for purposes of this provision, you are totally disabled if you are unable to perform the usual duties of your employment.

If you are determined to be totally disabled, you may be credited with:

- 40 Hours of Work per week of non-Work Pension Vesting Service, or
- Eight Hours of Work per day for any partial week

beginning with the first day of total disability due to an accident, or your eighth day of total disability due to an illness.

You may be credited with a maximum of 500 Hours of Work ($\frac{1}{2}$ Year of Vesting Service) for any Plan Year and a maximum of 1,000 Hours of Work (one Year of Vesting Service) during your lifetime.

You will be required to submit proof of a disability from a licensed medical practitioner. In addition, you may be required to submit to an examination or periodic reexaminations by a physician selected by the Trustees to provide continued proof of disability.

Maternity or Paternity Leave

If you are an active Participant and leave Work due to your pregnancy, your time away will be treated as a disability as described above.

If you are eligible for maternity or paternity leave, you will be awarded a grace period solely to prevent a Break in Service in that Plan Year or in the following Plan Year. For Plan purposes, maternity or paternity leave relates to time off for:

- The birth of your child;
- Adoption or placement of a child with you for adoption; or
- The care of your child immediately following birth, adoption, or placement for adoption.

Employment with Non-Contributing Employers

A grace period is allowed if you work for non-Contributing Employers that have a bargaining relationship with the Union, provided that you return to Covered Employment and have at least 250 Hours of Work within two Plan Years following the date you last worked in non-Covered Employment.

GETTING MARRIED AND DIVORCED

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

A State domestic relations order (which the Plan has determined satisfies the requirements of the Plan and federal law) giving an alternate payee (generally, a former spouse or dependent child) a right to a share of a Participant's accrued pension benefit.

QUALIFIED SPOUSE

A spouse is defined as any individual to whom a Participant is lawfully married under any State or foreign law or the law of a foreign jurisdiction, including individuals married to a person of the same sex who are legally married in a State or foreign jurisdiction that recognizes same sex marriages, even if they are domiciled in a State that does not recognize such marriage. The Plan does not recognize domestic partners, civil union partners, or any other such arrangement that does not constitute marriage.

A Qualified Spouse is a spouse to whom the Participant has been married for at least one year at the time the Participant begins receiving a pension or at the Participant's death. A former spouse is a Qualified Spouse if he or she had been married to the Participant for at least one year, is divorced from the Participant, and is covered by a Qualified Domestic Relations Order (QDRO).

Under federal law, your spouse has certain rights relating to your pension benefit.

The Plan defines a spouse as any individual to whom a Participant is lawfully married under any State or foreign law or the law of a jurisdiction, including individuals married to a person of the same sex who were legally married in a State or foreign jurisdiction that recognizes same sex marriages, even if they reside in a State that does not recognize such marriages.

In addition, certain benefit options are only available to married Participants. In the event you divorce, your former spouse or your children may have certain rights relating to your pension benefit pursuant to a Qualified Domestic Relations Order (QDRO).

Married Participants

In order to be eligible for a 50%, 75%, or 100% Joint and Survivor Spousal Pension option, your spouse must be a Qualified Spouse. To be a Qualified Spouse, you and your spouse must have been married to each other throughout the one-year period ending on the earlier of the date your pension or disability benefit payments begin or the date of your death. However, if you are married for less than one year before the date your pension or disability benefit payments began and you and your spouse have been married for at least a one-year period ending on or before the date of your death, your spouse will be considered a Qualified Spouse.

If you and your spouse have not been married to each other for at least a year before your death and elected one of the Joint and Survivor Spousal Pension options upon your retirement, there is no spousal pension payable. However, the difference between the amount that had been paid to you and the amount that would have been paid if the monthly amount had not been adjusted for the Joint and Survivor Spousal Pension will be paid to your spouse, if living, or otherwise to your estate.

If you marry after you begin to receive benefit payments, it will not change the type of pension you receive. Generally, the form of payment you elected as of your benefit effective date cannot be changed after you begin to receive payments.

Divorced Participants

If you divorce before or after Retirement, your pension may be affected by the terms of a Qualified Domestic Relations Order. A QDRO creates or recognizes the right of an "alternate payee" (typically, your former spouse or child) to receive all or a portion of the benefits payable to you (or your subsequent spouse or other Beneficiaries) under the Plan. If the Fund Office receives a QDRO, you will be notified.

If you have retired and are receiving your pension in the form of a 50%, 75%, or 100% Joint and Survivor Spousal Pension, then get divorced and your Qualified Spouse waives all rights to a pension from this Plan, your monthly payment will increase to the Life Only Pension amount you would have received at retirement, effective after you notify the Fund Office of your divorce and submit the required documentation.

Please contact the Fund Office if you have questions about a QDRO or if you would like to receive a copy of the Plan's QDRO procedures.

PREPARING FOR RETIREMENT

Retirement planning should begin early in your career to provide you with enough time to prepare for a financially comfortable retirement. Retirement income generally comes from three sources: Social Security benefits, personal savings, and pension benefits.

Social Security

Federal Insurance Contributions Act (FICA) taxes have been deducted from your paychecks throughout your working career. These deductions have funded your Social Security and Medicare benefits. At the same time, your employers contributed to the Social Security Administration (SSA) and Medicare on your behalf.

The government has gradually increased the “full retirement age” for people born after 1937. Full retirement age is the age that you can collect full retirement benefits from Social Security without any reduction for early retirement. The chart below shows the current Social Security full retirement ages. Since this information is subject to change, please verify it with the Social Security Administration as you plan for retirement.

Year of Birth	Social Security Full Retirement Age
1937 or earlier	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 – 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or later	67

A retiring Participant with annual earnings of \$35,000 could expect Social Security to replace approximately 33% of pre-retirement income if retiring at Social Security’s “full retirement age.” To reach the 70% to 80% income replacement levels, pension benefits and personal savings will need to make up the difference. Social Security benefits will not reduce the amount of your benefits payable from the Fund. Your pension from this Plan is in addition to any benefits you or your spouse may receive from Social Security.

You may contact SSA at (800) 772-1213 or visit www.ssa.gov to request an estimate of your monthly Social Security benefits.

Personal Savings

As you plan for retirement, you will want to estimate what your monthly expenses and income from all sources will be. If your income from the Pension Plan and Social Security does not equal your estimated monthly expenses, you will need to make up the difference with your own personal savings. You may want to talk with a professional financial planner for ideas on ways to save money.

Retirement Checklist

Reviewing the following questions may help you identify some expenses you may incur during retirement.

- Will you be responsible for paying for your child's/children's college education?
- Do you plan to travel?
- Will your home be paid for?
- Will your household expenses be lower (children living on their own, smaller home, etc.)?
- When do you plan to begin receiving your Social Security benefit? How much will it be?
- Do you have any known health conditions that may increase your monthly budget?
- Do you have any hobbies that will increase your monthly budget?
- Will you be responsible for caring for your parents or spouse's parents?

Applying for Benefits

Generally, to begin receiving a pension (or disability) benefit, you must apply for benefits on forms provided by the Fund Office or which can be obtained through the Fund's website: www.central-laborers.com. It is recommended that you apply for benefits several months before your intended Retirement date. Please plan ahead, because your pension application may require you to provide copies of pertinent legal documents (as shown on the next page). Any claim for Disability Benefits and/or Occupational Disability Benefits filed before April 1, 2018, will be subject to the applicable claims review procedures in effect when the claim was filed.

Application Process

Generally, benefit payments will start as of your Annuity Starting Date, which is typically the first day of the month following the month you (i) meet the requirements to receive a pension or a disability benefit, (ii) file an application, and (iii) cease working.

Whenever administratively possible, you will receive a decision from the Fund Office regarding your application for benefits within 90 days (45 days if the application is for a disability benefit), unless special circumstances require an extension of time for processing. If an extension is required, you will receive written notice of the extension within the initial determination period. The extension notice will include the reasons for the extension and the date by which a decision will be made. The extension of time will not exceed 90 days (45 days for a disability benefit claim) after your application is received.

Generally, once your application has been approved, benefits will be paid as soon as administratively possible. If your application is denied, you have the right to request a review.

If You Work Beyond Normal Retirement Age

You are not required to begin receipt of your pension from the Plan at Normal Retirement Age. However, you must begin to receive your pension benefit no later than your Required Beginning Date. Generally, your Required Beginning Date is the later of (i) April 1st following the calendar year in which you reach age 70½ (or effective January 1, 2020, age 72), or (ii) the first day of the month in which you stop working in Covered Employment. On that date, the Plan is required to begin your pension benefit payments. If you do not complete an application for benefits, the Plan will pay your pension in the form of a 50% Joint and Survivor Spousal Pension as if you have been married for at least one year by the date payments start and you are three years older than your spouse's age.

VISIT THE ONLINE FORMS GALLERY

You can find, download and/or print important forms and documents from the Fund's website, www.central-laborers.com.

Go to the "Online Forms Gallery" page, which you can find by going to the Web Services dropdown menu.

MAKE SURE THE FUND OFFICE HAS YOUR CURRENT ADDRESS ON FILE

The Fund Office must have your current address on file at all times. This helps to ensure that you receive important benefit information from the Fund while working and during your retirement.

ANNUITY STARTING DATE

The Annuity Starting Date is generally the first day of the month following the month you meet the requirements to receive a pension, including the filing of your application.

Effective January 1, 2020, the age at which you must begin receipt of your pension benefit changed to no later than the April 1 following the calendar year in which you reach age 72.

Approval

If your application for a pension or disability benefit is approved, you will receive information that includes an explanation of the forms of benefit payment available to you, your spouse, or Beneficiaries. You and your spouse (if married) can change your form of payment election any time before payments begin. **However, once payments begin, the form of payment you elected cannot be changed.**

If you are married and you elect a benefit other than the 50%, 75%, or 100% Joint and Survivor Spousal Pension, your spouse must submit a notarized consent.

All benefit payments are deposited directly to your bank or other financial institution account.

Denial of Non-Disability Benefit Applications

If your application is denied, in whole or in part, you have the right to have your application reconsidered. In addition, if your application is denied, you will receive a written notice that will include:

- The specific reason(s) for the denial;
- A reference to all related Plan provisions or other documents used on which the denial was based;
- A description of additional information needed to reconsider your application and why the information is needed;
- A detailed explanation of the Plan's appeal process, along with the time limits for filing an appeal;
- A statement that you have the right to bring a civil action under ERISA following an appeal; and
- A statement that you have the right to receive upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits, in addition to any rule, guideline, protocol, or similar criteria on which the denial was based.

Appeal Procedure for Denial of Non-Disability Benefit Applications

If your application is denied, you may appeal the decision. You or your authorized representative may file a written appeal within 60 days after you receive notice that your application for benefits has been denied.

You and/or your authorized representative have the right to:

- Submit additional proof of entitlement to benefits;
- Examine any Plan Documents that are related to your application; and
- Request to appear, as applicable, before the Board of Trustees or its Appeal Review Committee to present your argument on appeal.

All non-disability benefit appeals are reviewed by the Board of Trustees. A new, full, and fair review of your application will be completed based on all information available, including any information you provide. The Trustees will not defer to the initial decision. Generally, an appeal will be considered at the next regularly scheduled quarterly meeting. However, if your request for review is received less than 30 days before the meeting, the decision may be made at the second quarterly meeting following the receipt of your appeal. If special circumstances require an extension, the decision may be made at the third quarterly meeting following the receipt of your appeal. You will be given written notice of the special circumstances requiring the extension and the date a determination will be made.

For non-disability benefit appeals, you will receive a written notice of the Trustees' determination within 30 days following the appeal hearing; if your appeal/application is denied, the notice you receive will contain a statement of all the rights and procedures available to you.

The decision of the Board of Trustees is final and binding. The Trustees' decision will be given judicial deference in any later court action unless it is found to be arbitrary and capricious. You (or any person acting on your behalf) cannot bring a lawsuit against the Plan in regard to a denial of a benefit claim by the Plan if you do not request a review from the Plan in accordance with the Plan's procedures.

APPLICATION REQUIREMENTS

When you submit your application, you will need to provide the following documents, as applicable, to the Fund Office:

- Birth certificate and your spouse's birth certificate;
- Certified marriage license;
- Certified death certificate;
- Divorce decree, including property/marital settlement agreement;
- Qualified Domestic Relations Order (QDRO);
- Form DD214 (military discharge papers); and
- Social Security Disability Award for a disability benefit application.

Any legal action against the Plan, Trustees or Plan Administrator must be filed in court within three years of the date the Board provides written notice of a decision on an appeal of an adverse benefit determination or any other alleged failure by said Plan or persons. Failure to bring an action within three years will forever prevent you from taking or filing legal action.

Denial of Disability Benefit Applications

If your application is denied, in whole or in part, you have the right to have your application reconsidered. In addition, if your application is denied, you will receive a written notice that will include:

- The specific reason(s) for the denial;
- A reference to all related Plan provisions or other documents used on which the denial was based;
- A description of additional information needed to reconsider your application and why the information is needed;
- A detailed explanation of the Plan's appeal process, along with the time limits for filing an appeal;
- A statement that you have the right to bring a civil action under ERISA following an appeal;
- A statement that you have the right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, in addition to any rule, guideline, protocol, or similar criteria on which the denial of a Total and Permanent Disability Benefit or Occupational Disability Benefit was based;
- A statement that you have the right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, in addition to any explanation regarding the scientific or clinical judgment on which the denial of a Total and Permanent Disability Benefit or Occupational Disability Benefit was based, if the denial was based on a medical judgment (such as medical necessity, experimental, or investigational); and
- A discussion of the adverse benefit determination, including an explanation of the basis for disagreeing with or not following:
 - The views presented by you to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - A disability determination made by the Social Security Administration about you that you present to the Plan.

Appeal Procedure for Disability Benefit Applications

Any review of a claim for Disability Benefits and/or Occupational Disability Benefits filed before April 1, 2018, will be subject to the applicable claims review procedures in effect when the claim and/or review of the claim was filed.

If your application is denied, you may appeal the decision. You or your authorized representative may file a written appeal within 180 days for a Total and Permanent Disability Benefit or Occupational Disability Benefit after you receive notice that your application for benefits has been denied.

You and/or your authorized representative have the right to:

- Submit additional proof of entitlement to benefits;
- Examine any Plan Documents that are related to your application; and
- Request to appear, as applicable, before the Board of Trustees' Appeal Review Committee (or the Board of Trustees, if an Appeal Review Committee has not been established) to present your argument on appeal.

Appeals for disability benefits are reviewed by the Board of Trustees' Appeal Review Committee; all other appeals are reviewed by the Board of Trustees. In either situation, a new, full, and fair review of your application will be completed based on all information available, including any information you provide. The Trustees will not defer to the initial decision. Generally, an appeal will be considered at the next regularly scheduled quarterly meeting. However, if your request for review is received less than 30 days before the meeting, the decision may be made at the second quarterly meeting following the receipt of your appeal. If special circumstances require an extension, the decision may be made at the third quarterly meeting following the receipt of your appeal. You will be given written notice of the special circumstances requiring the extension and the date a determination will be made.

When reviewing an appeal on a disability benefit that is based in whole or in part on a medical judgment, the Trustees' Appeal Review Committee will consult a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. You may request the identity of the professional consulted. The health care professional providing the consultation will not be the same individual consulted on the initial determination or a subordinate of such an individual.

Decisions regarding disability appeals will be issued in writing within 5 days after a determination is made. If your application is denied, the written notice will include:

- The specific reason(s) for the denial;
- A reference to all related Plan provisions or other documents used on which the denial was based;
- A statement that you have the right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits, in addition to any rule, guideline, protocol, or similar criteria on which the denial of a Total and Permanent Disability Benefit or Occupational Disability Benefit was based;
- A statement that you have the right to request a copy, free of charge, of any explanation regarding the scientific or clinical judgment on which the denial of a Total and Permanent Disability Benefit or Occupational Disability Benefit was based if the denial was based on a medical judgment (such as medical necessity, experimental or investigational);
- A statement of the claimant's right to bring an action under Section 502(a) of ERISA, which statement will also describe any applicable contractual limitations period that applies to the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

- A discussion of the decision, including an explanation of the basis for any disagreement with any of the following:
 - The views presented by you to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - A disability determination made by the Social Security Administration about you that you present to the Plan.

Before the Plan can issue an adverse benefit determination on review of a disability benefit claim, the Plan Administrator will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, or any other person making the benefit determination (or at the direction of the Plan or such other person) in connection with the claim. Such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under the Plan to give you a reasonable opportunity to respond prior to that date.

In addition, before the Plan can issue an adverse benefit determination on review of a disability benefit claim based on a new or additional rationale, the Plan Administrator will provide you, free of charge, with such rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under the Plan to give you a reasonable opportunity to respond prior to that date.

All notifications hereunder will be provided in a culturally and linguistically appropriate manner. The Plan is considered to provide relevant notices in a culturally and linguistically appropriate manner if the Plan meets all of the following requirements:

- The Plan must provide oral language services (such as a telephone customer assistance hotline) that includes answering questions in any applicable non-English language and providing assistance with filing claims and appeals in any applicable non-English language;
- The Plan must provide, upon request, a notice in any applicable non-English language; and
- The Plan must include in the English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan.

With respect to an address in any United States county to which a notice is sent, a non-English language is considered an applicable non-English language if 10% or more of the population residing in the county is literate only in the same non-English language, as determined in guidance published by the Secretary of Labor.

Decision of the Board of Trustees

The decision of the Board of Trustees is final and binding. The Trustees' decision will be given judicial deference in any later court action unless it is found to be arbitrary and capricious. You (or any person acting on your behalf) cannot bring a lawsuit against the Plan in regard to a denial of a benefit claim by the Plan if you do not request a review from the Plan in accordance with the Plan's procedures.

Any legal action against the Plan, Trustees or Plan Administrator must be filed in court within three years of the date the Board provides written notice of a decision on an appeal of an adverse benefit determination or any other alleged failure by said Plan or persons. Failure to bring an action within three years will forever prevent you from taking or filing legal action.

TYPES OF BENEFITS

There are four types of pensions available to eligible Participants:

- Regular Pension
- Early Retirement Pension
- Deferred Pension
- Reciprocal Pension

As explained on pages 18–20, the Plan also provides two types of disability benefits that are payable prior to the age at which an Early Retirement Pension or Regular Pension may be considered.

Regular Pension

If your Employer is subject to the Preferred Schedule, you may retire on a Regular Pension if you have:

- Qualified as an “Active Employee” as described in the Fund’s Rehabilitation Plans;
- Left Covered Employment at age 65 or older; and
- Earned at least five Years of Vesting Service; or
- Reached your Normal Retirement Age (usually age 65) or, if later, your age on your fifth anniversary of participation in the Plan.

In general, the amount of your Regular Pension is based on two components:

1. Your pension benefit earned on or after January 1, 2009, and prior to February 1, 2014, based on total Employer Contributions required to be made on your behalf for your Hours of Work in Covered Employment, multiplied by 0.675%; and
2. Your pension benefit earned on or after February 1, 2014, based on total Employer Contributions required to be made on your behalf for your Hours of Work in Covered Employment, multiplied by 0.3375%.

REGULAR PENSION EXAMPLE

Jim, a vested Participant, leaves Covered Employment to retire with a Regular Pension on October 1, 2021, the first month after he attains age 65. He has 11 years of service under the Plan. Jim earned a monthly pension of \$555.00 during the Plan Years 2011 through 2020. During his last year of service, Jim works 1,710 hours at a \$6.00 contribution rate, and his employer contributes \$10,260.00 to the Fund on his behalf (1,710 hours multiplied by \$6.00). As a result, Jim earns a \$34.63 monthly pension (\$10,260.00 employer contributions multiplied by 0.3375%) for his final year of service.

Jim’s total monthly pension benefit will be determined as follows.

\$555.00 Monthly pension benefit earned as of September 30, 2020
+ \$34.63 Monthly pension benefit earned from October 1, 2020 through September 30, 2021
\$589.63 Jim’s total monthly pension benefit earned as of September 30, 2021

The amount Jim actually receives on a monthly basis may be reduced depending on his marital status and the payment option elected when he retires.

“DEFERRED VESTED PARTICIPANT” VS. “ACTIVE EMPLOYEE” CLASSIFICATIONS

If you were initially determined to be a Deferred Vested Participant under the Rehabilitation Plan adopted in 2012, but you left Covered Employment to work for a public or private employer who has a bargaining unit relationship with the Union, you may be eligible to have your status changed from a Deferred Vested Participant to an Active Employee.

To determine if you qualify for a change of classification, please contact the Fund Office.

WORKING OUTSIDE THE FUND’S JURISDICTION

If you plan to work, or are working, outside of the Fund’s jurisdiction, please contact the Fund office to request a reciprocity authorization form for you to complete and provide to the signatory pension fund so those contributions can be transferred (reciprocated) to the Fund on your behalf.

ACCRUED PENSION

The monthly pension benefit that would be payable to the vested Participant at Normal Retirement Age (age 65).

Early Retirement Pension

You may be eligible for an Early Retirement Pension if you are not subject to either the Alternate Schedule or the Default Schedule and you have:

- Qualified as an “Active Employee” as described in the Fund’s Rehabilitation Plans and Plan Document;
- Left Covered Employment at age 58 or older; and
- Earned at least five Years of Vesting Service.

Your Early Retirement Pension benefit is your Regular Pension reduced for each month that you are younger than age 65. The Early Retirement Pension reduction factors are shown in the Appendix on page 41 of this SPD.

Deferred Pension

You may be eligible for a Deferred Pension payable at your Normal Retirement Age (usually age 65) if you left Work in Covered Employment prior to age 58 and have earned five Years of Vesting Service.

If you are a Deferred Vested Participant as described in the Fund’s Rehabilitation Plans and Plan Document or your Employer is subject to a Default or Alternate Schedule, then the Deferred Pension is the only pension benefit payable to you.

The applicable pension accrual multiplier, which will determine the amount of the Deferred Pension, may vary if you became subject to the Default Schedule of the Fund’s updated Rehabilitation Plan. Please contact the Fund Office for additional information regarding the applicable pension accrual multiplier.

You may begin receiving your Deferred Pension as early as age 58. Your Deferred Pension benefit is your Accrued Pension reduced for each month that you are younger than age 65. The Deferred Pension reduction factors are the same as those used for the Early Retirement Pension and are shown in the Appendix on page 41 of this SPD.

Reciprocal Pension

From time to time, you may work in a geographic area outside the jurisdiction of the Fund for an employer that is required to submit contributions on your behalf to a different pension fund. As a result, you may find that your years of employment are reported to two or more laborers’ pension funds which could make you ineligible for a pension from any one plan due to lack of Vesting Service earned with the respective pension fund(s).

Reciprocal Pensions are provided under this Fund pursuant to the Fund’s Plan Rules and Laborers’ International Union of North America’s National Reciprocal Agreement. Generally, your eligibility for a pension will be based on the combined years of service you earned under this Plan and other pension funds that are signatory to the LIUNA National Reciprocal Agreement. The amount of a Reciprocal Pension to be paid by this Fund is based on the Accrued Pension earned under this Plan.

The Fund also has entered into “money follow the laborer” reciprocal agreements with certain other pension funds that permit the signatory pension fund to transfer to this Fund the contributions made on your behalf while you were a member of a Local Union that is in the jurisdiction of this Fund. When Employer contributions on your behalf are reciprocated to this Fund, you will earn Vesting Service under this Plan as if the hours had been initially reported to this Fund. Under this type of reciprocity, the Vesting Service Credits count toward your eligibility for any of the pension types provided under the Plan.

Please contact the Fund Office regarding your eligibility for a reciprocal pension or the “money follow the laborer” reciprocity agreements. The Fund’s website, www.central-laborers.com, provides a list of the pension funds with which a “money follows the laborer” reciprocity agreement applies.

IN THE EVENT OF DISABILITY

This section contains information regarding the types of disability benefits available and associated eligibility rules.

The Plan currently provides two types of disability benefits: a Total and Permanent Disability Benefit and an Occupational Disability Benefit.

In addition to the eligibility requirements shown on the following page, a Participant's Hours of Work must be subject to the Preferred Schedule in order for the Fund to consider an application for a Total and Permanent Disability Benefit or an Occupational Disability Benefit.

IMPORTANT NOTES:

- If your Employer is subject to a Default Schedule and your benefit effective date is on or after March 1, 2012, the Total and Permanent Disability Benefit and the Occupational Disability Benefit are not available.
- If your Employer is subject to the Alternate Schedule and your benefit effective date is after February 1, 2014, the Total and Permanent Disability Benefit and the Occupational Disability Benefit are not available.

Total and Permanent Disability Benefit

The Total and Permanent Disability Benefit is a monthly disability benefit available if you are unable to Work due to a Total and Permanent Disability. It is not a pension. If you are determined to be eligible to receive a Total and Permanent Disability Benefit, you will be asked to elect how you want your benefit to be paid (Life Only, 50%, 75%, or 100% Joint and Survivor Spousal Pension). If you die while receiving a Total and Permanent Disability Benefit in one of the Joint and Survivor Spousal forms of payment, your Qualified Spouse will be eligible to receive a monthly benefit beginning the month after your death.

The monthly amount of a Total and Permanent Disability Benefit is the same as a Regular Pension and considers the pension benefit earned as of the date you are determined to be Totally and Permanently Disabled. The election of a Joint and Survivor Spousal Pension option will result in a reduced monthly payment.

Because the Total and Permanent Disability Benefit is not a pension, it may be reduced or eliminated at any time in the sole discretion of the Trustees.

Occupational Disability Benefit

The Occupational Disability Benefit is a monthly disability benefit available if you are unable to Work due to an Occupational Disability. The benefit is payable until you recover, Retire, or die. It is not a pension. If you are determined to be eligible to receive an Occupational Disability Benefit, the monthly benefit is paid until you are eligible to terminate it and retire on a Regular Pension or Early Retirement Pension; when that date occurs, you will elect how you want your pension to be paid. In the event of your death while receiving an Occupational Disability Benefit, benefit payments will end. However, receipt of an Occupational Disability Benefit will not affect your survivor's/ Beneficiary's benefit upon your Retirement or death.

The monthly amount of an Occupational Disability Benefit is 50% of your Regular Pension amount earned as of the date you are determined to be Occupationally Disabled.

Because the Occupational Disability Benefit is not a pension, it may be reduced or eliminated at any time in the sole discretion of the Trustees.

Eligibility

The eligibility requirements depend on the type of disability benefit payable.

A Construction Industry Plan Participant must have earned at least five Years of Vesting Service prior to suffering a Total and Permanent Disability or an Occupational Disability and worked at least 250 Hours of Work in Covered Employment in the Plan Year during which he or she suffers a disability or in either of the two Plan Years immediately before he or she suffers a disability.

A Non-Construction Plan Participant must have earned at least five Years of Vesting Service prior to suffering a Total and Permanent Disability and worked at least 1,000 Hours of Work in Covered Employment in the Plan Year during which he or she suffers a disability or in either of the two Plan Years immediately before he or she suffers a disability.

The Occupational Disability Benefit is not available to Non-Construction Plan Participants.

Eligibility for Total and Permanent Disability Benefit

You are considered Totally and Permanently Disabled if:

- Your disability results from bodily injury or disease, provided such injury or disease is not intentionally self-inflicted; and
- Your disability is determined as total and permanent and expected to continue during the remainder of your life; and
- You are neither able to (i) engage in any further employment or gainful pursuit of employment as a Laborer or other building trades crafts employment in the construction industry for remuneration or profit, regardless of the amount, nor (ii) engage in further employment or gainful pursuit of non-Laborer or other non-building trades crafts employment for which the employment is considered full-time or a primary source of income.

Eligibility for Occupational Disability Benefit

You are considered Occupationally Disabled if:

- Your disability occurred on or after October 1, 2004, and results from bodily injury or disease, provided such injury or disease is not intentionally self-inflicted; and
- Your disability is determined as total and permanent and expected to continue during the remainder of your life; and
- You are unable to engage in any further employment or gainful pursuit of employment as a Laborer or other building trades crafts employment in the construction industry for remuneration or profit, regardless of the amount.

Determination of Disability

Determination of disability is based on the opinion of a licensed medical practitioner selected or approved by the Trustees. The Trustees have sole and exclusive authority to determine if you have suffered a Total and Permanent Disability or an Occupational Disability.

You are required to submit initial and continued proof of disability as requested by the Trustees. If you have received a Social Security disability award, this award needs to be provided with your other records documenting proof of disability.

Application Process and Timing

It is important that you apply for and submit your application for a Total and Permanent Disability Benefit or an Occupational Disability Benefit as soon as you incur an injury or illness that may entitle you to receive a benefit. If approved, your disability effective date will be the first day of the month following the date your completed application is filed with the Fund Office.

If you submit your application after you would have otherwise satisfied the eligibility requirements of a Total and Permanent Disability Benefit or an Occupational Disability Benefit, the Fund will provide you with a supplemental payment that is equal to the amount of the Participant's monthly Total and Permanent Disability Benefit or Occupational Disability Benefit, as applicable, for each month retroactive to the date that the Participant was deemed to be totally and permanently disabled or occupationally disabled. The supplemental payment will not exceed 36 months from the Participant's disability benefit effective date.

If you apply for and are determined eligible to receive a Total and Permanent Disability Benefit, but die before payments begin, payment may be made to your surviving Qualified Spouse or QDRO Beneficiary.

Termination of Monthly Disability Payments

If you recover from your disability, are younger than age 65, and are no longer eligible to receive Total and Permanent Disability Benefit or Occupational Disability Benefit payments, you may:

- Apply for an Early Retirement Pension if you meet the eligibility requirements; or
- Return to Covered Employment and earn additional pension benefits.

Please note that if you are receiving a Total and Permanent Disability Benefit and are determined to be no longer Totally and Permanently Disabled, you still may be eligible to receive an Occupational Disability Benefit if you are determined to be Occupationally Disabled and you are not yet eligible to receive a Regular Pension or Early Retirement Pension.

In general, your monthly Total and Permanent Disability Benefit will end in the month:

- In which your death occurs;
- In which the Trustees determine that you are no longer Totally and Permanently Disabled;
- In which you refuse to undergo any medical examination or furnish any reasonable information requested by the Trustees;
- In which you return to employment as a Laborer or other building trades crafts employment in the construction industry for remuneration or profit, regardless of the amount; or
- In which you return to full-time employment or employment as a non-Laborer or in non-building trades crafts that is considered your primary source of income.

In general, your Occupational Disability Benefit will end in the month:

- In which your death occurs;
- In which the Trustees determine that you are no longer Occupationally Disabled;
- In which you refuse to undergo any medical examination or furnish any reasonable information requested by the Trustees;
- In which you return to employment as a Laborer or other building trades crafts employment in the construction industry for remuneration or profit, regardless of the amount; or
- Preceding the month in which you are eligible for and begin receiving a Regular Pension, Early Retirement Pension, or Total and Permanent Disability Benefit.

BENEFIT PAYMENT OPTIONS

This section contains information regarding the various benefit payment options available under the Plan and applicable eligibility requirements.

The Plan has the following benefit payment options:

- Life Only Pension
- 50% Joint and Survivor Spousal Pension
- 75% Joint and Survivor Spousal Pension
- 100% Joint and Survivor Spousal Pension
- Benefit Cashout Option

Life Only Pension

The Life Only Pension option pays a monthly benefit for your lifetime. This option is considered the normal form of payment if you are not married as of the date your pension or disability benefit payments begin.

If you are married when your payments begin, you may elect the Life Only Pension, but a notarized consent from your spouse waiving the right to a 50%, 75%, or 100% Joint and Survivor Spousal Pension must be submitted.

50% Joint and Survivor Spousal Pension

If you are married when your payments begin, your benefit will be paid in the form of the 50% Joint and Survivor Spousal Pension unless you and your spouse choose another form of payment by submitting a valid waiver. With this option, you receive a reduced monthly benefit during your lifetime and, upon your death, your surviving Qualified Spouse will receive 50% of the monthly benefit you were receiving.

If your Qualified Spouse dies before you, the amount of your monthly benefit will increase to the Life Only Pension amount you would have received at Retirement, effective the first month after your Qualified Spouse's death.

Because the 50% Joint and Survivor Spousal Pension may be paid over two Retirement lifetimes, the monthly Life Only Pension amount is reduced to account for the longer payment period. See the Calculation Assumptions chart on the following page for more information.

50% JOINT AND SURVIVOR SPOUSAL PENSION EXAMPLE

Bob has earned a Regular Pension benefit of \$1,200.00 per month; he and his spouse elect the 50% Joint and Survivor Spousal Pension payment. Bob's spouse is four years younger than him. Following is the calculation of Bob's 50% Joint and Survivor Spousal Pension.

Bob's Regular Pension monthly benefit	\$1,200.00
Percent of pension payable for the 50% Joint and Survivor Spousal Pension	88.0%
Reduction for Bob's spouse's age (4 years x 0.4%)	-1.6%
Adjusted percent of pension payable (88.0% - 1.6%)	86.4%
Bob's monthly pension payment (\$1,200.00 x 86.4%)	\$1,036.80

If Bob dies before his spouse, his spouse will receive a monthly payment of \$518.40 (\$1,036.80 x 50%) for the spouse's lifetime. If Bob's spouse dies before him, Bob's monthly payment will increase to \$1,200.00 effective the first month after his spouse's death.

75% Joint and Survivor Spousal Pension

If you are married when your payments begin, the 75% Joint and Survivor Spousal Pension pays a reduced monthly benefit during your lifetime and, upon your death, your surviving Qualified Spouse will receive 75% of the monthly benefit you were receiving.

If your Qualified Spouse dies before you, the amount of your monthly benefit will increase to the Life Only Pension amount you would have received at Retirement, effective the first month after your Qualified Spouse's death.

Because the 75% Joint and Survivor Spousal Pension may be paid over two Retirement lifetimes, the monthly Life Only Pension amount is reduced to account for the longer payment period. See the Calculation Assumptions chart below for more information.

100% Joint and Survivor Spousal Pension

If you are married when your payments begin, the 100% Joint and Survivor Spousal Pension pays a reduced monthly benefit during your lifetime and, upon your death, your surviving Qualified Spouse will receive 100% of the monthly benefit you were receiving.

If your Qualified Spouse dies before you, the amount of your monthly benefit will increase to the Life Only Pension amount you would have received at Retirement, effective the first month after your Qualified Spouse's death.

Because the 100% Joint and Survivor Spousal Pension may be paid over two Retirement lifetimes, the monthly Life Only Pension amount is reduced to account for the longer payment period. See the Calculation Assumptions chart below for more information.

Joint and Survivor Spousal Pension Calculation Assumptions

	50% Joint and Survivor Spousal Pension	75% Joint and Survivor Spousal Pension	100% Joint and Survivor Spousal Pension
Percent of Regular, Early Retirement, or Deferred Pension Amount	88.0%	83.5%	79.0%
Percent of Total and Permanent Disability Benefit Amount	77.5%	69.4%	63.0%
Adjustment for Spouse's Age*	+0.4% for each full year older -0.4% for each full year younger	+0.5% for each full year older -0.5% for each full year younger	+0.6% for each full year older -0.6% for each full year younger

* The difference in ages is calculated to the exact month.

Benefit Cashout

The Benefit Cashout option allows you to elect a lump sum payment if the Actuarial Present Value of your Accrued Pension is \$10,000 or less.

- If \$1,000 or less, payment will automatically be made as a lump sum; or
- If more than \$1,000 but \$10,000 or less, you may choose to receive payment as a lump sum.

In addition, you will have the opportunity to elect to have the lump sum paid to you or to have the payment rolled over into an eligible retirement plan.

RETURNING TO WORK AFTER PENSION PAYMENTS BEGIN

The purpose of this Plan is to provide benefits to you when you retire. Accordingly, you are expected to Retire from Covered Employment and from employment in any other industry covered by the Plan to receive a pension from the Plan. After your Regular Pension, Early Retirement Pension, Deferred Pension, or Reciprocal Pension payments begin, you may return to work; however, if you engage in certain employment, all or a portion of your monthly pension may be “suspended” during the period that you are engaged in such employment. Post-retirement employment that will result in the suspension of your monthly benefit payments is “Disqualifying Employment.”

Definition of Disqualifying Employment

Generally, what constitutes Disqualifying Employment depends on a number of factors including:

- Your age;
- Where and for whom you work;
- Your work duties; and
- The number of hours you work in a month.

Disqualifying Employment is defined as follows:

- **Before age 70½**, employment or self-employment of 40 or more hours in a month that is in:
 - An industry covered by the Plan when your pension began;
 - The Geographic Area covered by the Plan when your pension began; and
 - Any trade or craft in which you worked under the Plan at any time or any trade or craft covered by the Plan at the time your pension payments began. However, if you work in Covered Employment only in a skilled trade or craft, that is, as a Laborer, employment or self-employment is disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, in the case of supervisory work, indirectly.
- **After age 70½**, there is no Disqualifying Employment; your benefit will not be suspended for any employment after you attain age 70½.

The Geographic Area covered by the Plan includes:

- The State of Illinois and all of any standard metropolitan statistical area that falls within Illinois and any other area in which Covered Employment is performed when your pension began or, but for suspension of benefits under the Plan’s rules, would have begun; and
- Any area covered by a plan which, under a reciprocal agreement in effect when your pension payments began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for any Participant.

Regardless of when benefits are accrued, any employment of 40 hours or more in a month for which contributions are made to the Plan is Disqualifying Employment. However, Disqualifying Employment does not include:

- Any employment of less than 40 hours in a month;
- “Public Employment” which is defined as employment within the trade or craft of a laborer for a State, county, or municipal government (or agency thereof) or the federal government which does not require your employer to contribute to the Fund.

When you Retire and your pension begins, you will receive a notice from the Fund Office that includes the Plan's rules relating to Disqualifying Employment and suspension of benefits. Each January, the Fund provides an annual notice of the Plan's Disqualifying Employment/suspension of benefit rules with your tax form mailing. If there is any substantial change in the suspension rules or the identity of the industries or areas covered by the Plan while payments are suspended, you will receive a notice from the Fund Office regarding such change.

- **Your Notice to the Fund.** You must notify the Fund Office, in writing, within 15 days after starting work of any type that is or may be considered Disqualifying Employment under the Plan, including Public Employment, without regard to the number of hours you plan to work. If you work in Disqualifying Employment in any month and do not give timely notice of such employment, the Plan will presume that you have continued working in Disqualifying Employment for each subsequent month until you give notice that you have stopped working in Disqualifying Employment. You have the right to overcome this presumption by establishing, to the satisfaction of the Trustees, that your work is not Disqualifying Employment.
- **Fund's Notice of Suspension of Benefits.** Monthly benefits will be suspended for each month that you work in Disqualifying Employment. The Fund Office will inform you of any suspension of benefits during the first month in which your benefits are suspended. The notice will include:
 - A description of the specific reasons for the suspension;
 - A copy of the related provisions of the Plan's Rules and Regulations;
 - Reference to the U.S. Department of Labor regulations;
 - A statement of the procedures for securing a review of your suspension;
 - A description of the procedures you should follow to notify the Fund when you stop working in Disqualifying Employment; and
 - A copy of the Plan's appeal procedures (see pages 12–13).

Questions Regarding Disqualifying Employment

If you receive a notification of suspension that you believe is in error, you may make a written request that the Trustees review the suspension. Your request for review of this determination is governed by the Plan's appeal procedures (see pages 12–13).

Before engaging in any post-retirement employment, you may request a determination from the Fund Office as to whether or not the employment you are considering will result in the suspension of your benefit. Such a request must be made in writing. Again, if you disagree with the Fund Office's determination, you may make a written request that the Trustees review the determination in accordance with the Plan's appeal procedures (see pages 12–13).

Resuming Benefits

If your benefits are suspended, you must notify the Fund Office in writing when you stop working in Disqualifying Employment. The Fund has the right to hold benefit payments until the required notice is filed with the Fund Office.

Pension benefits will resume the first day of the month after the last month in which you worked in Disqualifying Employment, with payments beginning no later than the third month after the last month for which your benefits were suspended, provided you notified the Fund Office as required.

In the event you die while your benefits are suspended, if you elected to receive your pension as a 50%, 75%, or 100% Joint and Survivor Spousal Pension, your Qualified Spouse will be eligible for and begin receiving his or her survivor benefit in accordance with the Plan Rules, subject to any benefit offset for recovery of overpayments as described on the following page.

RE-RETIRE OR RE-RETIREMENT

Leaving Covered Employment during which time a Participant's pension was suspended and the resumption of pension benefits following a suspension of benefits.

If all or part of your pension benefit is paid for a period in which the Fund later determines that you should not have been receiving such benefit on account of Disqualifying Employment, the Fund may recover overpayments, including interest on the overpayments, by:

- Withholding a portion of your future monthly benefit payments;
- Entering into a repayment agreement with you or your Beneficiaries; or
- Taking legal action, as appropriate.

Generally, if a portion of future monthly payments is withheld and applied toward a benefit overpayment, the amount withheld will be no larger than 25% of your monthly pension payment, except that the Fund may withhold up to 100% of your first monthly pension payment made after your suspension. In the event of your death before the Fund recovers all overpayments, the Fund may continue to withhold a portion of your surviving spouse's or Beneficiary's benefit, subject to the 25% limit described above.

If the Fund intends to recover overpayments by offset, you will receive a notice of the Plan's offset procedures, the amount expected to be recovered, and the periods of employment to which they relate.

If you return to Work in Covered Employment and earn at least half a year of Vesting Service, your pension will be recalculated effective on your Re-Retirement date. The recalculation considers:

- Your prior Accrued Pension, without any reduction for early retirement, *plus*
- Your additional Accrued Pension based on pension benefits earned during your benefit suspension, *and*
- Reduced for early retirement, *offset by*
- The Actuarial Equivalent of the total pension benefits you received, *and*
- Reduced for Joint and Survivor Spousal Pension, if applicable.

If the recalculation results in an increase to your monthly pension payment, you may elect a new form of payment for your benefit earned before and after your period of suspension when you Re-Retire. However, if you were receiving a 50%, 75%, or 100% Joint and Survivor Spousal Pension before your benefits were suspended, you may only elect a new form of payment if your spouse is the same Qualified Spouse to whom you were married before your benefits were suspended and your spouse consents to the new election.

SURVIVOR BENEFITS

In the Event of Your Spouse's Death

In the event of your spouse's death, you should contact the Fund Office to update your Beneficiary information. If you are receiving your pension in the form of a 50%, 75%, or 100% Joint and Survivor Spousal Pension and your Qualified Spouse dies, the amount of your monthly benefit will increase to the amount you would have received had you originally Retired and elected a Life Only Pension, effective the first month after your Qualified Spouse's death.

In the Event of Your Death

Your Beneficiary should apply for death benefits as soon as possible after your death. Your Beneficiary is the person you name to receive your death benefit and will be the most recent Beneficiary named by you on the Beneficiary Designation Form on file with the Fund Office before your death.

If you do not designate a Beneficiary or your Beneficiary dies before you, any death benefits will be paid to your:

- Surviving spouse; or, if none,
- Dependent children in equal shares; or, if none,
- Non-dependent children in equal shares; or, if none,
- Parents in equal shares; or, if none,
- Brothers and sisters in equal shares; or, if none,
- Estate.

If you are married and you select a Beneficiary other than your spouse, your spouse must agree to the election in writing in the presence of a notary public, on the forms furnished by the Fund and submitted to the Fund Office prior to your death.

Before Your Pension Begins

If you have not yet Retired, there are three types of benefits that may be payable to your Qualified Spouse or Beneficiary in the event of your death:

- Pre-Retirement Surviving Spouse Pension;
- Optional Pre-Retirement Surviving Spouse Pension; or
- Pre-Retirement Death Benefit (payable to your Beneficiary).

Pre-Retirement Surviving Spouse Pension for Participants Subject to Preferred Schedule, Default Schedule, or Alternate Schedule

Your Qualified Spouse may be eligible for the Pre-Retirement Surviving Spouse Pension, if, at the time of your death you had:

- Earned at least five Years of Vesting Service; or
- Otherwise met the Fund's eligibility requirements for a pension.

Generally, your Qualified Spouse's benefit may begin the first day of the month following the month in which you die.

BENEFICIARY

The last person or persons designated by a Participant to receive benefits in the event of the Participant's death. To be effective, beneficiary designations must be in writing and on file at the Fund Office before a Participant's death.

The amount of your surviving spouse's Pre-Retirement Surviving Spouse Pension is normally equal to one-half of the 50% Joint and Survivor Spousal Pension (see page 21) that you would have been eligible to receive and will depend on your age at the date of death.

- If you die on or after reaching age 58, your spouse's benefit will be calculated as if you had Retired on an Early Retirement Pension or Deferred Pension, as applicable, and elected the 50% Joint and Survivor Spousal Pension the day before your death and actuarially reduced (see the Appendix on page 41), if your death occurs before age 65.
- If you die before reaching age 58, your spouse's benefit will be calculated as if you had Retired on an Early Retirement Pension or Deferred Pension, as applicable, and elected the 50% Joint and Survivor Spousal Pension and had died on the last day of the month in which you would have turned age 58 and actuarially reduced (see the Appendix on page 41).

Optional Pre-Retirement Surviving Spouse Pension for Participants Subject to Preferred Schedule, Default Schedule, or Alternate Schedule

With the Optional Pre-Retirement Surviving Spouse Pension, you may elect to substitute the 75% or 100% Joint and Survivor Spousal Pension for the 50% Joint and Survivor Spousal Pension form of payment (i.e., the Pre-Retirement Surviving Spouse Pension) if you:

- Are age 30 or older; and
- Have earned at least five Years of Vesting Service.

If you choose this payment option, each monthly benefit paid will be reduced for:

- Early Retirement or Deferred Pension, as applicable, if you die before reaching age 65; and
- The period of time that your Qualified Spouse was covered by this option, during the entire period the benefit is received.

If you elect the 75% Joint and Survivor Spousal Pension, the benefit will be reduced by 0.25% per year (1/48th of 1% per month).

If you elect the 100% Joint and Survivor Spousal Pension, the benefit will be reduced by 0.50% per year (1/24th of 1% per month).

You may cancel this optional form of payment at any time. If you survive until you begin receiving a monthly benefit payment, all monthly payments will be reduced to cover the period of time that the optional coverage was in place.

Pre-Retirement Death Benefit

If you die before retirement and have earned at least one year of Vesting Service without incurring a Permanent Break in Service, a Pre-Retirement Death Benefit may be payable to your named Beneficiary. The one-time Death Benefit is paid as a lump sum. The Death Benefit will not be payable if a Pre-Retirement Surviving Spouse Pension is payable.

The amount of the Pre-Retirement Death Benefit is equal to 50% of the Contributions required to be made on your behalf for your Hours of Work in Covered Employment during the most recent 10 Plan Years, including the Plan Year in which you die.

Death After Your Benefits Begin

If you die after you begin receiving a pension or disability benefit, your Qualified Spouse may receive a monthly pension, depending on the form of payment you elected. The different forms of payment are described beginning on page 21.

If you are not married or were married but your spouse dies before you do, a Post-Retirement Death Benefit may be payable to your Beneficiary. The amount of the Post-Retirement Death Benefit will be equal to the difference, if any, between the Pre-Retirement Death Benefit you had earned less the total amount of monthly benefits paid to you and your spouse, if applicable.

If a 50%, 75%, or 100% Joint and Survivor Spousal Pension was in effect, a Post-Retirement Death Benefit cannot be considered until both you and your spouse die.

OTHER PLAN PROVISIONS

Burden of Proof for Crediting of Hours of Covered Employment

If you believe that your Hours of Work in Covered Employment are not correct because your Employer failed to report hours, then you have the burden of proving that you are entitled to be credited with the hours that were not reported. You will receive credit for those hours once you provide satisfactory proof to the Trustees of your entitlement to the hours. The Fund's decision with respect to the crediting of hours shall be considered a benefit determination subject to the claims and appeals procedures set forth in this SPD.

Recovery of Amounts Paid in Error

If you received payment from the Plan that you were not entitled to receive, or you received an amount greater than you should have received, the overpayment will be deducted from each of your succeeding payments, up to 25% of your payment amount, until the overpayment is recovered. However, if the overpayment was due to your providing misinformation or failing to notify the Trustees of the relevant information, the limit of 25% of your payment will not apply and the Trustees will determine the amount to be deducted from each of your succeeding payments, up to 100% of your payment, until the overpayment is recovered.

Alternatively, the Trustees have the right to exercise any and every legal and equitable right of action permissible to recover the amounts paid to you in error, including pursuing claims against you, your estate, your Beneficiary, or your Beneficiary's estate.

Payments Due to Missing Participants

If your benefits cannot be paid because the Trustees cannot locate you, your benefits will be forfeited until such time as you are located. Payment will be made to you following your submission of a proper application for payment with the Fund Office.

KEEP THE FUND OFFICE INFORMED IF YOU MOVE

It is important to keep the Fund Office informed of all changes in your mailing address and other contact information. Also, please be sure to inform your spouse and/or beneficiary of your benefits earned under the Plan, if applicable, and update your Fund beneficiary designation as life events occur.

ADMINISTRATIVE INFORMATION

Plan Name	Central Laborers' Pension Fund
Plan Board of Trustees' Employer Identification Number	37-6052379
Plan Number	001
Fiscal Plan Year	January 1 through December 31
Benefit Plan Year	October 1 through September 30
Plan Type	The Central Laborers' Pension Plan is a multiemployer defined benefit plan maintained to provide retirement benefits to eligible Participants.
Plan Sponsor and Plan Administrator	<p>The Board of Trustees is both the Plan Sponsor and Plan Administrator and is responsible for the operation of this Plan. The Board of Trustees consists of Employer representatives selected by the Employers and Union representatives selected by the Local Unions that have entered into Collective Bargaining Agreements related to this Plan. If you wish to contact the Board of Trustees, you may use the address and telephone number below.</p> <p>Central Laborers' Pension Fund 201 North Main Street P.O. Box 1267 Jacksonville, Illinois 62651 (217) 479-3600 or (800) 252-6571</p>

Board of Trustees

The Board of Trustees is made up of Union Representatives and Employer Representatives who serve without compensation. There is equal representation by the Union and Employer Trustees.

Union Trustees	Employer Trustees
<p>BOARD CHAIRMAN John F. Penn <i>Vice President and Regional Manager</i> Laborers' International Union of North America 1 North Old State Capitol Plaza, Suite 525 Springfield, Illinois 62701</p>	<p>BOARD SECRETARY James P. Bruner <i>President and CEO</i> United Contractors Midwest, Inc. 3151 Robbins Road P.O. Box 13420 Springfield, Illinois 62791</p>
<p>Greg Kipping <i>Business Manager</i> Laborers' Local 196 106 South Market Street Waterloo, Illinois 62298</p>	<p>Allan Reyhan, Jr. <i>President</i> Sangamo Construction Company 2100 East Moffat Avenue Springfield, Illinois 62702</p>
<p>Russell Davenport <i>Business Manager</i> Laborers' Local 703 108 East Anthony Drive Urbana, Illinois 61802-7343</p>	<p>Joseph Lamb <i>President and CEO</i> Open Road Paving Company LLC 1414 West Anthony Drive Urbana, Illinois 61801</p>
<p>Glyn Ramage <i>Business Manager</i> Southwestern Illinois Laborers' District Council 20 Bronze Pointe North Swansea, Illinois 62226</p>	<p>Holly Bailey <i>Executive Vice President & Corporate Secretary</i> Howell Paving, Inc. 1020 North 13th Street Mattoon, Illinois 61938</p>
<p>Brad Schaive <i>Business Manager</i> Laborers' Local 477 1615 North Dirksen Parkway Springfield, Illinois 62702</p>	<p>Kenneth Kilian The Kilian Corporation 608 South Independence P.O. Box A Mascoutah, Illinois 62258-0187</p>
<p>Clint B. Taylor <i>Business Manager</i> Southern & Central Illinois Laborers' District Council 5100 Ed Smith Way, Suite A Marion, Illinois 62959</p>	<p>Steve Morthole Morthole Masonry P.O. Box 845 Jacksonville, Illinois 62651-0845</p>
<p>Matt Smith <i>International Representative</i> Laborers' International Union of North America 1 North Old State Capitol Plaza, Suite 525 Springfield, Illinois 62701</p>	<p>Daniel F. Aussem <i>Executive Director</i> Illinois Valley Contractors Association 1120 First Street LaSalle, Illinois 61301</p>
<p>Tony Penn <i>Business Manager</i> Great Plains Laborers' District Council 4208 West Partridge Way, Unit #2 Peoria, Illinois 61615</p>	<p>Roger Huebner <i>Executive Vice President</i> Central Illinois Builders of AGC 300 West Edwards, Suite 300 Springfield, Illinois 62704</p>

Agent for Service of Legal Process

The Board of Trustees is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served on the Board of Trustees at the Fund Office. Service on an individual Trustee constitutes service on the Plan.

Collective Bargaining Agreements

This Plan is maintained pursuant to Collective Bargaining Agreements between participating Local Unions and Employers. You may obtain a copy of the Collective Bargaining Agreement that applies to your Local Union and Employer by writing to or examining it at the Fund Office.

Legal Plan Document

This SPD highlights the provisions of the official legal Plan Document governing the Pension Plan. All of your rights and benefits are governed by the official legal Plan Document, as are all final decisions. If there is a discrepancy between the information provided in this SPD and the official, legal Plan Document, the official, legal Plan Document will govern. If you wish, you may examine the legal Plan Document at the Fund Office, or request, in writing, a copy of the document from the Fund Office for a reasonable copying charge.

Plan Funding

Benefits described in this SPD are provided through Employer contributions. The amount of Employer contributions and the employees on whose behalf contributions are required to be made are determined by the provisions of the Collective Bargaining, Participation, or other written Agreements.

Pension Trust's Assets and Reserves

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses. Plan assets are invested by professional investment managers retained by the Fund in accordance with the requirement of applicable law and the Pension Fund's investment policy statement as amended from time to time.

Eligibility and Benefits

The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are described in this SPD.

Sole Determination by Trustees

Only the Board of Trustees has the authority to determine eligibility for benefits, to determine the right to participate in the Pension Fund, and to exercise all the other powers specified in this Plan. The Trustees may, in their sole discretion, modify, amend, or terminate the Plan in any manner or at any time. If the Plan is amended, you will be notified in writing. No officer, agent, or Employee of the Union, Employer, or any other person, is authorized to speak for, or on behalf of, or to commit the Board of Trustees, on any matter relating to the Pension Fund or Plan.

Decisions of the Trustees (or of those designated/authorized to act for the Trustees) are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those designated/authorized to act for the Trustees is challenged in court, it is the intention of the parties to the Trust that such decision is to be upheld unless it is determined to be arbitrary and capricious.

Maximum Benefits

The Internal Revenue Service has established a maximum annual limit on the amount of benefits that anyone can receive from a Plan. While the maximum is quite high and will rarely apply, it is stated in the legal Plan Document. You will be contacted if the maximum limit affects you.

Eligible Rollover Distributions

If you receive an eligible rollover distribution from the Plan, you may elect to have all or any portion of the distribution directly rolled over to an eligible retirement plan that you specify, or paid to you. If you choose a direct rollover, no federal income tax will be withheld. If you choose to have your benefit paid to you, the Plan must withhold 20% of the payment and send it to the Internal Revenue Service to be credited against your taxes. The Fund Office will provide additional information on the rollover rules and tax consequences of Plan payments before payment is made to you.

Non-Assignability of Benefits

The benefits under this Plan are your own. This means that you cannot assign or transfer them to someone else, and they are generally exempt from execution, attachment, garnishment, pledge, bankruptcy, and all claims for alimony. However, the Board of Trustees will honor a Qualified Domestic Relations Order (QDRO) that requires payment of alimony, child support, or other marital assets to a spouse, former spouse, child, or other dependent. You will be notified if an order is received with respect to your benefits. QDRO procedures are available free of charge at the Fund Office and also located at the Fund's website, www.central-laborers.com.

Plan Termination or Modification

If the Plan were to terminate, the money in the Fund, to the extent possible, would be used to provide the benefits due according to the priority required by law and stated in the Plan Document. Generally, the funds would first be used to provide the benefits of Retired Participants and Participants with longer service, and then would be used to provide the benefits of Participants with shorter service.

In the event of termination, no funds may be returned to any Employer. If any amounts remain after the benefits have been fully provided, the excess will be divided among Participants.

Benefits may be paid as soon as the Plan termination has been approved by government agencies, or payment could be deferred to a later time. If applicable, the Board of Trustees, with government approval, will determine when benefits are to be paid.

Top-Heavy Provisions

Federal law requires that if the Plan becomes a top-heavy Plan, as described in the Internal Revenue Code, minimum contributions may apply. In the unlikely event that the Plan becomes top-heavy, you will be notified accordingly.

Rights and Responsibilities

As someone who is or may be eligible for benefits from the Plan, you should be aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund that is used solely for that purpose. If you have any questions or problems as to benefit payments, you have the right to receive answers from the Trustees who administer the Plan.

The same basic rights have been incorporated in the Employee Retirement Income Security Act (ERISA), which Congress adopted in 1974, for application to all benefit plans. Those rights are explained in the following section.

YOUR ERISA RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants will be entitled to the rights described in the following sections.

Receive Information about Your Plan and Benefits

You have the right to:

- 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. These include insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA);
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts, Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report; and
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally 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 earn the 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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. However, you must exhaust the Plan's claims and appeal procedures before you may bring a lawsuit or other administrative action for benefits.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan Documents or the latest annual report from the Plan and do not receive it 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 Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a State or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the EBSA at:

Nearest Regional Office

Employee Benefits Security Administration
U.S. Department of Labor
Chicago Regional Office
200 West Adams Street, Suite 1600
Chicago, Illinois 60606
(312) 353-0900

National Office

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, District of Columbia 20210
(866) 444-3272

You may also find answers to your questions and your rights and responsibilities under ERISA by visiting the EBSA's website at www.dol.gov/ebsa.

BENEFIT PROTECTION

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

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

Law sets the maximum benefit that the PBGC guarantees. Under the multiemployer program, the PBGC guarantee equals a vested individual'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 an individual'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:

- Regular and early retirement pensions;
- Disability benefits for individuals who become disabled before the Plan becomes insolvent; and
- Certain survivor benefits.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefits based on provisions that have been in place for fewer than five years at the earlier of the:
 - Date the Plan ends; or
 - Time the Plan becomes insolvent;
- Benefits that are not vested because an individual has not worked long enough in work covered by the Plan;
- Benefits for which an individual has not met all of the requirements at the time the Plan becomes insolvent;
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay; and
- Temporary supplements.

For more information about the PBGC and the benefits that it guarantees, contact the Fund Office or:

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street, NW
Suite 930
Washington, District of Columbia 20005-4026

You may also call the PBGC at (800) 400-7242 or (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (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 at www.pbgc.gov.

GLOSSARY

Throughout this SPD, there are certain words and phrases that are used frequently and that you should know.

Accrued Pension	The monthly pension benefit that would be payable to the Participant at Normal Retirement Age (as defined later in this Glossary).
Actuarial Present Value	<p>For lump sum distributions, the total value of a benefit on a specific date based on a Participant's Accrued Pension. The calculation is based on the interest rate for 30-year Treasury Securities and the mortality table specified in Internal Revenue Code Section 417(e)(3)(A)(ii)(I) and Revenue Ruling 95-6, which is the 1983 GAM blended 50% male and 50% female, as such rates and tables may be amended.</p> <p>Actuarial Present Value is used to determine the amount of lump sum distributions as well as to convert, based on Plan specified factors, a lump sum distribution into another form of payment available under the Plan, including payments required by Qualified Domestic Relations Orders (QDROs).</p>
Actuarial Equivalence	Two benefits that are of equal Actuarial Present Value based on the Plan's actuarial factors and assumptions, which vary based on whether the benefit is a disability or non-disability benefit.
Beneficiary	The last person or persons designated by a Participant to receive benefits in the event of the Participant's death. Beneficiary designations must be in writing and on file at the Fund Office before a Participant's death.
Collective Bargaining Agreement	The written agreement between the Union and an Employer that requires contributions to the Fund on an Employee's behalf. Terms of the Collective Bargaining Agreement determine the amount of Employer contributions that will be paid.
Contributing Employer or Employer	An Employer signatory to a Collective Bargaining Agreement or other written Agreement with the Union requiring contributions to this Fund, or an Employer (including the Union) who has signed an agreement requiring contributions to this Fund and who adopts and agrees to be bound by the terms of the Trust Agreement.
Contribution Period	The period during which an Employer is a Contributing Employer with respect to the unit or classification of employment.
Contribution Rate	The hourly Contribution Rate an Employer is required to pay to the Fund under its applicable Collective Bargaining Agreement or other written Agreement.
Covered Employment	Work covered by the Collective Bargaining Agreement or other written Agreement for which an Employer is required to contribute to the Fund on behalf of an Employee.
Employee	An individual covered by a Collective Bargaining Agreement or other written Agreement for which an Employer is required to contribute to the Fund on his or her behalf. To the extent required by Section 414(n) of the Internal Revenue Code, a leased Employee will be treated as an Employee under the Plan provided the individual otherwise meets the Plan's definition of an Employee.

Hour of Work

For purposes of this Plan, each Employee will be credited with an "Hour of Work" for:

1. Each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer during the applicable computation period;
2. Each hour for which an Employee is paid, or entitled to payment, by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence:
 - a. No more than 501 hours of service will be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not the period occurs in a single computation period). Two periods of paid non-work time will be deemed continuous if they are compensated for the same reason (e.g. disability) and are not separated by at least 90 days;
 - b. An hour for which an Employee is directly or indirectly paid (including payments for disability from the Central Laborers' Welfare Fund), or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if the payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws; and
 - c. Hours of service are not required to be credited for a payment that solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

A payment will be deemed to be made by or due from an Employer regardless of whether the payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate; and

3. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same hours of service will not be credited under paragraph 1 or 2 above, as the case may be, and under this paragraph. For example, an Employee who receives a back pay award following a determination that he or she was paid at an unlawful rate for hours of service previously credited will not be entitled to additional credit for the same hours of service. Crediting of hours of service for back pay awarded or agreed to with respect to periods described above in paragraph 2 will be subject to the limitations explained in that section. For example, no more than 501 hours of service will be credited for payments of back pay, to the extent that the back pay is agreed to or awarded for a period of time during which an Employee did not or would not have performed duties.

The Plan will apply the special rule for determining hours of service for reasons other than the performance of duties and crediting hours of service to computation periods in accordance with Department of Labor Regulation Sections 2530.200b-2(b) and (c) which are incorporated into this definition by reference.

New Entrant	A “New Entrant” is a Participant who first incurs an Hour of Work in Covered Employment on or after January 1, 2009. A New Entrant may also include a former Participant who was not vested and previously incurred a Permanent Break-in-Service and incurs an Hour of Work in Covered Employment after his Permanent Break-in-Service on or after January 1, 2009.
Normal Retirement Age	Age 65, or, if later, the age of the Participant on the fifth anniversary of participation in this Plan. Participation before a Permanent Break in Service is not counted when calculating a Participant’s fifth anniversary of participation.
Occupational Disability or Occupationally Disabled	<p>For purposes of an Occupational Disability Benefit, a Participant is considered to have an Occupational Disability if, in the opinion of a licensed medical practitioner selected or approved by the Trustees, the Participant, as a result of bodily injury or disease not resulting from an intentional self-inflicted injury, is totally and permanently unable to engage in any further employment or gainful pursuit as a Laborer or other building trades crafts employment in the construction industry for remuneration or profit, regardless of the amount.</p> <p>An Occupational Disability must be considered total and permanent and expected to continue during the remainder of the Participant’s life. The Trustees have the sole and exclusive authority to determine whether a Participant has suffered an Occupational Disability.</p>
Participant	A Retiree or an Employee who meets the requirements for participation in the Plan or a former Employee who has earned a right to a pension under this Plan.
Plan Document or Plan	The Central Laborers’ Pension Fund Restated Plan Rules and Regulations and amendments thereto, which is the legal Plan document for the Central Laborers’ Pension Fund.
Plan Year (or Benefit Plan Year)	The 12-month period between October 1 and September 30. This period is used for the computation of Vesting Service, and, after meeting initial participation requirements, continuing eligibility to participate in the Plan.
Qualified Domestic Relations Order (QDRO)	A State domestic relations order (which the Plan has determined satisfies the requirements of the Plan and federal law) which gives the right to a pension to an alternate payee, as defined by Internal Revenue Code Section 414(p).
Qualified Spouse	<p>A spouse is defined as any individual to whom a Participant is lawfully married under any State or foreign law or the law of a foreign jurisdiction, including individuals married to a person of the same sex who are legally married in a State or foreign jurisdiction that recognizes same sex marriages, even if the individuals are domiciled in a State that does not recognize such marriage. The Plan does not recognize domestic partners, civil union partners, or any other such arrangement that does not constitute marriage.</p> <p>A Qualified Spouse is a spouse to whom the Participant has been married for at least one year at the time the Participant begins receiving a pension or at the Participant’s death. A former spouse is a Qualified Spouse if he or she had been married to the Participant for at least one year, is divorced from the Participant, and is covered by a Qualified Domestic Relations Order (QDRO).</p>

Required Beginning Date	The later of the first day of the month following the date in which a Participant stops Working in Covered Employment or April 1 of the calendar year following the calendar year in which the Participant reached age 70½ (or, effective January 1, 2020, age 72).
Retire or Retirement	Leaving Covered Employment after meeting the eligibility requirements for a pension and receiving such pension.
Re-Retire or Re-Retirement	Leaving Covered Employment and resuming pension benefits following a suspension of benefits.
Summary Plan Description	This SPD, which is intended to give Participants and Beneficiaries who are New Entrants an overview of the current Central Laborers' Pension Fund Plan Rules and Regulations for Participants whose first hour of work in employment covered by the Plan occurred on or after January 1, 2009. However, specific provisions stated herein only apply to individuals who are actively working in Covered Employment as of January 1, 2021.
Total and Permanent Disability or Totally and Permanently Disabled	<p>For purposes of a Total and Permanent Disability Benefit, a Participant is considered to have a Total and Permanent Disability if, in the opinion of a licensed medical practitioner selected or approved by the Trustees, the Participant, as a result of bodily injury or disease not resulting from an intentional self-inflicted injury, is totally and permanently unable to engage in:</p> <ul style="list-style-type: none"> • Any further employment or gainful pursuit as a Laborer or other building trades crafts employment in the construction industry for remuneration or profit, regardless of the amount; or • Further employment or gainful pursuit of non-Laborer or other non-building trades crafts employment for which the employment is considered full-time or a primary source of income. <p>A Total and Permanent Disability must be considered total and permanent and expected to continue during the remainder of the Participant's life. The Trustees have the sole and exclusive authority to determine whether a Participant has suffered a Total and Permanent Disability.</p>
Union	All Unions affiliated with the Laborers' International Union of North America, (or other Unions approved for participation in this Fund) that have a Collective Bargaining Agreement or written Agreement with an Employer requiring contributions to be paid to this Pension Fund.
Year of Participation	A Plan Year during the Contribution Period in which a Participant completes 1,000 Hours of Work in Covered Employment.
Year of Vesting Service	A period of Covered Employment and continuous employment considered for determining a Participant's eligibility for Plan benefits.

APPENDIX

PERCENT OF REGULAR PENSION PAYABLE AS AN EARLY RETIREMENT PENSION OR DEFERRED PENSION FOR RETIREMENTS PRIOR TO NORMAL RETIREMENT AGE

Age		Percent
Years	Months	
58	0	47.56%
	1	47.97%
	2	48.39%
	3	48.80%
	4	49.21%
	5	49.62%
	6	50.04%
	7	50.45%
	8	50.86%
	9	51.27%
	10	51.69%
	11	52.10%
59	0	52.51%
	1	52.98%
	2	53.44%
	3	53.91%
	4	54.37%
	5	54.84%
	6	55.31%
	7	55.77%
	8	56.24%
	9	56.70%
	10	57.17%
	11	57.63%
60	0	58.10%
	1	58.63%
	2	59.16%
	3	59.68%
	4	60.21%
	5	60.74%
	6	61.27%
	7	61.79%
	8	62.32%
	9	62.85%
	10	63.38%
	11	63.90%
61	0	64.43%
	1	65.03%
	2	65.63%
	3	66.23%
	4	66.83%
	5	67.43%
	6	68.03%
	7	68.62%
	8	69.22%
	9	69.82%
	10	70.42%
	11	71.02%

Age		Percent
Years	Months	
62	0	71.62%
	1	72.30%
	2	72.99%
	3	73.67%
	4	74.35%
	5	75.04%
	6	75.72%
	7	76.40%
	8	77.09%
	9	77.77%
	10	78.45%
	11	79.14%
63	0	79.82%
	1	80.60%
	2	81.39%
	3	82.17%
	4	82.95%
	5	83.73%
	6	84.52%
	7	85.30%
	8	86.08%
	9	86.86%
	10	87.65%
	11	88.43%
64	0	89.21%
	1	90.11%
	2	91.01%
	3	91.91%
	4	92.81%
	5	93.71%
	6	94.61%
	7	95.50%
	8	96.40%
	9	97.30%
	10	98.20%
	11	99.10%
65 and Older	—	100.0%

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