

CENTRAL LABORERS' PENSION FUND

PENSION RECIPIENT'S RETURN TO WORK FORM

I hereby notify the Pension Fund that (check one):

() I intend to return, or

() I have already returned

to employment and hereby request that the Pension Fund make a determination as to whether my anticipated return to employment or my employment (as applicable) will result in a suspension of my retirement benefits. I submit the following information to assist the Pension Fund in making the determination.

Name: _____ SS Number: XXX-XX-_____ (provide last 4 digits)

Address: _____ City: _____ State: _____ Zip: _____

Type of Employer (Check one): Public Employer (*e.g. City, Township, Village*)
 Private Employer

Name and Address of Proposed Employer: _____

Telephone Number () _____

*The Industry or Type of Work of Performed by the **EMPLOYER** (Attach supporting documentation): _____

*Type of Work that I will perform (Attach Supporting documentation, including a job description from the Employer on the Employer's letterhead): _____

Date I intend to start or Date employment started: _____

*The Board of Trustees may require you to provide additional information necessary to determine whether the above-described employment will constitute employment requiring my pension benefits to be suspended pursuant to the terms of the Plan.

The undersigned understands and agrees that the Pension Fund is relying upon the information set forth herein in determining whether the employment is or will be considered "disqualifying employment" requiring a suspension of benefits. I further understand that if any if the information provided by me is incomplete or inaccurate, then my future pension benefits may be offset in accordance with the Plan's rules.

Signature

Date

CENTRAL LABORERS' PENSION FUND

PARTICIPANT QUESTIONNAIRE

DISQUALIFYING EMPLOYMENT INFORMATION REQUEST AND AUTHORIZATION TO VERIFY EMPLOYMENT

Participant's Name: _____ Participant's SSN: _____

I understand that the Central Laborers' Pension Fund ("Pension Fund") requires additional information in order to determine my eligibility for pension benefits and to make a determination whether the following employment is disqualifying employment under the terms of the Plan.

I understand that the Pension Fund also requires information from my Employer in order to make a determination regarding my eligibility for pension benefits. Therefore, I specifically authorize my Employer to release all requested information to the Pension Fund.

Check one:

I am **considering** employment with the following Employer:

I will start or have started employment with the following Employer:*

Name of Employer: _____

Contact Person: _____

Street Address: _____

Phone: _____

*If you will start or have started employment, specify your starting date:

Date/Month/Year

QUESTIONNAIRE*

(*Provide as much detail as possible to avoid a request for additional information.)

1. **Describe the type of work/work product and/or business activities of the above-named Employer:**

2. **Indicate whether the above-named Employer has a written job description for the position:**

Yes*

No

* If yes, a copy of the job description **must** be attached to this form.

3. **If the Employer has not provided you with a written job description, list all of the job duties that you have performed or that you will perform for the above-named Employer:**

4. **List all job title(s)/positions that you will have or that you currently have with the above-named Employer (list all job titles/positions):**

5. **Indicate whether you will supervise employees or are supervising employees for the above-named Employer. (If you supervise employees, please provide all job titles and/or job classifications under your supervision):**

6. **Indicate whether you will be or whether you are a union member in your position (please specify the specific union).**

7. **Indicate whether contributions will be reported to a pension fund or retirement plan on your behalf (Please list the pension fund or retirement plan that will be receiving contributions on your behalf).**

8. **Describe any minimum qualifications that were required for the position:**

9. **Describe any previous work experience that caused you to be qualified for the position:**

10. Describe the type of location(s) or facilities where you have been working and/or where you will be working for the above-named Employer (e.g., office, construction jobsite):

11. Indicate whether the above-named Employer provided any job-related training to you for the position and provide details of the job-related training:

12. Have you completed any post-secondary education relating to the skills or knowledge required by the position? If yes, please provide the time period and other details regarding this education.

13. Specify the geographic area(s) (e.g., city, county and state) where you are or will be employed with the above-named Employer:

14. Indicate whether you have worked and/or intend to work 40 or more hours per month for the above-named Employer:

Yes* No

*If yes, please identify each of the months in which you have worked 40 or more hours during your term of employment.

15. Indicate whether your position and the job duties associated with your position involve work performed by laborers or cement masons:

Yes No

16. Indicate whether your position has any recordkeeping duties, such as maintaining daily timesheets for other employees, preparing job progress reports, recording material quantities or usage and similar duties:

Yes* No

*If yes, please provide a detailed explanation.



Central Laborers' Pension Fund

P.O. Box 1267 • Jacksonville, Illinois 62651 • Phone 217/243-8521 • Fax 217/245-1293

<http://www.central-laborers.com>

Section 7.8. Suspension of Benefits

- (a) A Participant shall have his monthly Pension benefit suspended for each month in which he works in Disqualifying Employment, as defined in Sections 7.8(b) and (c) below.
- (b) Effective October 1, 1998, but subject to the provisions of Section 7.8(g), Disqualifying Employment shall be defined as follows:
 - (1) Prior to Age 53, for Participants eligible to retire before that age: Disqualifying Employment will include all employment, which results in any type of compensation for services rendered, as defined by the Internal Revenue Service, which is subject to Social Security taxes and/or self-employment taxes for any month in which the Participant works forty (40) or more hours.
 - (2) Between Age 53 (or Age 58 for a New Entrant) and Age 70½: Disqualifying Employment will include employment or self-employment that is in an industry covered by the Plan when the Participant's Pension began, in the geographic area covered by the Plan when the Participant's Pension began and in any trade or craft in which the Participant worked under the Plan at any time or any trade or craft covered by the Plan at the time the Participant's Pension payments began for any month in which the Participant works forty (40) or more hours per month. However, if a Participant worked in Covered Employment only in a skilled trade or craft, that is, as a Laborer, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly. However, in any event, any work for at least forty (40) hours in a month for which contributions are required to be made to the Plan shall be disqualifying.

The term "geographic area covered by the Plan" means the State of Illinois and all of any standard metropolitan statistical area which falls within Illinois and any other area in which Covered Employment was performed when the Participant's Pension began or, but for suspension under this Section, would have begun.

The geographic area covered by the Plan shall also include any area covered by a plan which, under a reciprocal agreement in effect when the Participant's Pension payments began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for any Participant.

- (3) After Age 70½: There is no Disqualifying Employment.

(c) Special Rule for the Portion of a Participant's Monthly Benefit Accrued Prior to October 1, 1998.

Notwithstanding Subsection (b) above, that portion of a Participant's monthly benefit which he accrued prior to October 1, 1998, shall not be suspended unless he engaged in "Disqualifying Employment" as defined in Paragraphs (1) and (2) below:

(1) For Periods Before the Participant Attains Age 60.

The portion of a Participant's monthly benefit accrued prior to October 1, 1998, shall be suspended only if the Participant engages in employment with an Employer in a job classification of any type specified and covered in a Collective Bargaining Agreement or in any occupation or job classification where contributions are to be made to the Fund pursuant to a written agreement (either as a Union or non-union construction worker) for any month in which the Participant works forty (40) or more hours.

(2) For Periods After the Participant Attains Age 60.

The portion of a Participant's monthly benefit accrued prior to October 1, 1998, shall be suspended only if the Participant engages in employment or self-employment that is in an industry covered by the Plan when the Participant's Pension began, in the geographic area covered by the Plan when the Participant's Pension began and in any trade or craft in which the Participant worked under the Plan at any time or any trade or craft covered by the Plan at the time the Participant's Pension payments began for any month in which the Participant works forty (40) or more hours. However, if a Participant worked in Covered Employment only in a skilled trade or craft, that is, as a Laborer, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly. However, in any event, any work for which contributions are required to be made to the Plan for at least forty (40) hours in a month shall be disqualifying.

For purposes of this Subsection (c), the term "geographic area covered by the Plan" shall have the same meaning as that set forth in Subsection (b)(2) above.

- (d) Notwithstanding Sections 7.8(b) and 7.8(c), effective October 1, 2007, a Pensioner shall not be deemed to work in Disqualifying Employment if the Participant engages in "Public Employment" as defined herein, provided the Pensioner complies with the notice provisions of Section 7.8(h)(2) prior to engaging in such Public Employment. For purposes of this Section, the term "Public Employment" means employment with a state, county or municipal government (or agency thereof) or the federal government, for which the Participant performs duties that are within the trade or craft of a Laborer; provided such Public Employment is not in a job classification that requires the Participant's Employer to make contributions to the Fund on behalf of the Participant.
- (e) Pursuant to Section 7.8(l), Disqualifying Employment shall not include any employment for which the Trustees have issued a permanent waiver or a waiver for a specified period.
- (f) In the event a Participant receives all or a portion of a monthly Pension benefit during a period the Participant engaged in Disqualifying Employment as defined in Subsections (b) and/or (c) above, such overpayment of benefits to the Participant shall be recoverable through deductions from future monthly Pension benefit payments from the Participant or, if applicable, the Participant's Beneficiary, to the extent permitted by Section 7.20.
- (g) Limitations on Original Amendments to bring them into compliance with *Heinz v. Central Laborers' Pension Fund*, 541 U.S. 739 (2004) and Revenue Procedure 2005-23 (I.R.B. 2005-18).

(1) General Rule Regarding Any Amendment to the Plan Relating to Suspension of Benefits.

Any accrued benefit that is being suspended by the Plan as of June 7, 2004, or any accrued benefit that would be suspended on or after June 7, 2004, will not be suspended to the extent that such benefit was accrued prior to the later of the effective date or adoption date of any "Original Amendment" which triggers the benefit suspension, by redefining Disqualifying Employment.

(2) Definitions.

The following definitions shall apply to this Subsection (g):

- (A) Original Amendment: An "Original Amendment" is any amendment to the Plan, which changes the definition of "Disqualifying Employment" in any way which may result in the suspension of the payment of all or part of a Participant's Pension benefits that have previously accrued.
- (B) Affected Participant: An "Affected Participant" is:
 - (i) Any Participant who commenced receipt of Pension benefits at any time, and who may have a portion of their Pension benefits suspended on account of the adoption of any "Original Amendment", or
 - (ii) Any Participant who applied to commence benefits, at any time, whose application (including the form of payment) was denied based upon "Disqualifying Employment"; or was approved, but whose benefits were then suspended before or after payments commenced due to "Disqualifying Employment."
- (C) Non-Affected Participant: A Non-Affected Participant is any Participant who is not an Affected Participant.

(3) Retroactive Payments to Affected Participants.

The Plan will provide to an Affected Participant payment of retroactive benefits, with interest, for periods beginning June 1, 2004. The amount of this payment shall be the Affected Participant's monthly Pension benefit, which was suspended for periods on and after June 1, 2004, as the result of an Original Amendment plus interest equal to the prime rate in effect on the first day of each month that the Participant's benefit was suspended, beginning June 1, 2004.

(4) Option to Commence Benefit Payment.

(A) Retroactive Commencement of Benefit Payments in General.

A Participant described in Section 7.8(g)(4)(B) will be given an opportunity to elect retroactively the commencement of payment of monthly benefits as of the later of:

- (i) The effective date of an Original Amendment, or
- (ii) The date the Participant was eligible to commence receipt of benefits.

In the event a Participant elects retroactive commencement of benefits in accordance with this Paragraph 7.8(g)(4), the Plan shall comply with the rules relating to retroactive Annuity Starting Dates set forth in Treas. Reg. Section 1.417(e)-1 and as described in Paragraph 7.8(g)(5), below.

(B) Participants Eligible for Retroactive Commencement of Benefits.

A Participant who is eligible for the election described in Section 7.8(g)(4)(A) is one who (i) at any time after the applicable effective date of an “Original Amendment”, was eligible to commence the receipt of benefits under the Plan, if determined without regard to the suspension of benefit provisions of the “Original Amendment;” (ii) at the same time, engages in services for which benefits were not permitted to commence, as determined taking into account the “Original Amendment”; and (iii) is a Non-Affected Participant as defined in Section 7.8(g)(2)(C).

(C) Election Period.

The election period for the option set forth in Section 7.8(g)(4)(A) will begin within a reasonable time period after Participants described in Section 7.8(g)(4)(B) have received notification of the opportunity to make an election in accordance with Section 7.8(g)(4)(D) and will end no sooner than six months after notification. The Plan shall make reasonable efforts to notify all such Participants.

(D) Notification Requirement.

On or before January 1, 2007, the Plan will provide notice of the election set forth in Section 7.8(g)(4)(A) to each Participant described in Section 7.8(g)(4)(B). Said notice, in addition to satisfying any generally applicable notice requirements, will be designed to be readily understandable by the average Plan Participant. The notice will explain the election to commence retroactive payment of benefits as described in Section 7.8(g)(4)(A), and the period for making the election as described in Section 7.8(g)(4)(C).

(5) Retroactive Annuity Starting Date.

(A) Applicability.

The provisions of this Subsection (5) apply to Non-Affected Participants (as defined in Section 7.8(g)(2)(C)) and those Affected Participants whose initial application was denied (as described in Section 7.8(g)(2)(B)(ii)), who elect retroactive commencement of benefits that establishes a “Retroactive Annuity Starting Date.”

(B) Definition & Requirements.

“Retroactive Annuity Starting Date” means an Annuity Starting Date as described in Section 1.5 affirmatively elected by a Participant that is prior to the date on which the Participant received timely written explanation of the 50% Joint and Survivor Spousal Pension (the “QJSA Notice”). Accordingly, the applicable information may be supplied after the Annuity Starting Date with payments made as of a Retroactive Annuity Starting Date subject to the following requirements.

- (i) The Retroactive Annuity Starting Date is not before the date on which the Participant could otherwise have started receiving benefits under the Plan (without regard to the provisions of an Original Amendment);
 - (ii) A Retroactive Annuity Starting Date will not be used to calculate a lump sum distribution or other optional form of benefit that is subject to the present value calculation requirements under Code Section 417(e)(3);
 - (iii) The benefit determined as of the Retroactive Annuity Starting Date must satisfy the requirements of Code Section 415 with the applicable interest rate and mortality table determined as of that date;
 - (iv) A Participant eligible for retroactive benefit payments under this paragraph, must elect to have his or her benefit calculated as of the Retroactive Annuity Starting Date, subject to any applicable limitations then in effect, instead of the Annuity Starting Date;
 - (v) The Participant's Spouse, if applicable, must consent to the election of the Retroactive Annuity Starting Date to the extent required by Code Section 417 and the regulations thereunder. The Participant's Spouse for purposes of consent to this election will be the Spouse on the actual date of distribution of benefits and the consent of the spouse as of the Retroactive Annuity Starting Date, if different, will not be required unless otherwise provided in a Qualified Domestic Relations Order;
 - (vi) A Participant who elects to receive benefits based on a Retroactive Annuity Starting Date will receive future benefit payments that are the same as the future benefit payments that would have been paid had the payments actually commenced on the Retroactive Annuity Starting Date. In addition, the Participant will receive a make-up payment as described in Section 7.8(g)(4)(C)(ii)(I), below.
- (C) Payments Under Retroactive Annuity Starting Date.
- (i) A Participant who leaves Covered Employment and whose benefits have not commenced under the Regular Pension, Early Retirement Pension, Service Pension, Deferred Pension, Reciprocal Pension or Disability Benefit provisions of the Plan may receive benefit payments retroactive to the Participant's Annuity Starting Date, where the application for a Pension is received after such date and therefore, the required explanation of the QJSA notice is not provided prior to the Annuity Starting Date.
 - (ii) If a Participant is eligible for a retroactive payment of benefits in accordance with the provisions of Section 7.8(g)(4)(A) above, the Participant may affirmatively elect to receive a benefit based upon a Retroactive Annuity Starting Date.
 - (I) Upon receipt of a Participant election to receive benefits based upon a Retroactive Annuity Starting Date and any applicable spousal consent, the Participant shall receive the same future periodic payments that would have been paid had the payments actually commenced on the Retroactive Annuity Starting Date. The Participant shall also be paid a make-up payment to reflect any missed

payment(s) for the period from the Retroactive Annuity Starting Date to the date benefit distributions commence, along with an appropriate adjustment for interest based on an interest rate of 4% compounded monthly.

(II) If the Participant does not elect to receive benefits based on a Retroactive Annuity Starting Date, the monthly benefit will be the Pension determined as of the later of the Retroactive Annuity Starting Date or Normal Retirement Age, actuarially increased for each complete calendar month between the Retroactive Annuity Starting Date (or Normal Retirement Age, if applicable) and the date Pension payments commence, for which benefits were not suspended pursuant to the provisions of this Plan, and then converted as of the date Pension payments commence to the benefit payment form elected in the Pension application or to the automatic form of 50% Joint and Survivor Spousal Pension, if no other form is elected.

1. If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date he would first have been paid rather than Normal Retirement Age.

2. The actuarial increase will be 1% per month for the first sixty (60) months that the Pension is delayed after the Retroactive Annuity Starting Date and 1.5% per month for each month thereafter.

(III) A Participant shall not be entitled to any retroactive payment or actuarial adjustment for any month during which his benefits are suspended due to working in Disqualifying Employment, unless the Participant is entitled to either or both because the benefits are not permitted to be suspended by Section 7.8(e) of the Plan.

(iii) This Section 7.8(g)(5) shall not apply where, due solely to administrative delay, a distribution commences more than ninety (90) days after the written explanation of the 50% Joint and Survivor Spousal Pension is provided to the Participant.

(D) Adjustments in Retroactive Benefit Payments.

In the event a Participant who elects to receive retroactive benefit payments under Section 7.8(g)(4)(A) engages in Disqualifying Employment as defined in Section 7.8(b) on or after October 1, 1998, any additional benefit such Participant accrues on or after October 1, 1998 shall be treated as suspended until:

(i) Such time as he ceased or ceases to work in Disqualifying Employment as defined in Section 7.8(b), and

(ii) Meets the requirements for resumption of benefit payments as prescribed in Section 7.8(j).

(h) Notices.

- (1) Upon commencement of Pension benefit payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of Pension benefits, including identity of the industries and area covered by the Plan. If Pension benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.
- (2) A Pensioner shall notify the Plan in writing within fifteen (15) days after starting work of any type that is or may be considered Disqualifying Employment under the provisions of the Plan, without regard to the number of hours worked. If a Pensioner is employed in any month and fails to give timely notice to the Plan of such employment, the Trustees shall presume that he will continue working in Disqualifying Employment for each subsequent month until he gives notice that he has ceased Disqualifying Employment. The Participant shall have the right to overcome such presumption by establishing to the satisfaction of the Trustees that his work was not Disqualifying Employment.

The Trustees shall inform all Pensioners at least once every twelve (12) months of the re-employment notification requirements and the presumptions set forth in this Section 7.8(h).

The Trustees may determine whether a Pensioner is working in Disqualifying Employment by requesting that the Pensioner provide them with a copy of wage, payroll, or other employment records including but not limited to his Social Security Administration earnings records.

- (3) A Pensioner whose Pension benefit has been suspended shall notify the Fund in writing when his Disqualifying Employment has ended. The Trustees shall have the right to hold back Pension benefit payments until such notice is filed with the Fund.
 - (4) A Participant may ask the Trustees at any time whether a particular employment will be considered Disqualifying Employment. The Trustees shall provide the Participant with their determination.
 - (5) The Fund shall inform a Participant of any suspension of his Pension benefits by notice given by personal delivery or first class mail during the first calendar month in which his Pension benefits are suspended. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Fund, reference to the applicable regulation of the U.S. Department of Labor, if applicable, a statement of the procedure for securing a review of his suspension and any other information required under Section 7.3. In addition, the notice shall describe the procedure for the Participant to notify the Fund when his Disqualifying Employment ends. If the Fund intends to recover prior overpayments by offset, the suspension notice shall explain the offset procedure and identify the amount expected to be recovered and the periods of employment to which they relate.
- (i) A Participant shall be entitled to a review of the determination regarding the suspension of his Pension benefits by written request filed with the Trustees in accordance with the procedures set forth in Section 7.4.

The same right of review shall apply, under the same terms, to a determination by the Trustees that contemplated employment will be considered Disqualifying Employment.

(j) Resumption of Benefit Payments.

- (1) Pension benefits shall resume the first day of the month after the last month in which the Participant worked in Disqualifying Employment, provided the Participant has complied with the notification requirements.
- (2) If Pension benefits were paid for a month for which benefits were later determined should have been suspended, the overpayment shall be recoverable in accordance with Section 7.20 of the Plan.

(k) Notwithstanding any other provision of this Section 7.8, prior to October 1, 1997, no employment after April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2 shall be considered Disqualifying Employment with respect to such Participant.

(l) Waiver of Suspension.

From time to time, the Trustees may in their sole discretion, adopt resolutions whereby certain types or categories of Disqualifying Employment may not be subject to the Plan's suspension of benefit rules. The duration of such waivers shall be limited to the period specified in the resolution granting the waiver. Such waivers shall be set forth in writing and shall be established in accordance with objective standards set forth in a written policy on waivers of benefit suspensions.