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Introduction To Your Pension Plan

This booklet describes the Pension Plan provided by the Indiana State District Council of Laborers and Hod Carriers Pension Fund.

As an active Plan participant, you build pension benefits over your working career. The Plan is funded by contributions from participating Employers. When you retire, you receive a monthly benefit for life based on the applicable Plan formula. The Plan provides Early and Normal Retirement Benefits. There are also provisions for Death and Disability Benefits if you meet certain requirements.

The Plan covers persons who work for a participating Employer under a collective bargaining agreement negotiated by the Laborers International Union of North America, State of Indiana District Council.

The Plan is maintained and administered by a Board of Trustees on which labor and management are equally represented. A list of the trustees is in the “Administrative Information” section at the back of this booklet.

This booklet describes and summarizes, in layman’s language, the legal documents that govern the Plan. If anything has been accidentally misstated or left out, the legal documents will rule.

If you have any questions after reading this booklet, you may call the Pension Fund Office at (812) 238-2551, or at our toll-free number (800) 962-3158 or you may access the Fund’s website at www.indianalaborers.org.

Pension Benefits In Brief

Participation

You become a participant on the date Plan contributions are first credited to the Fund on your behalf.

Service

Your right to receive a benefit is based on your years of Service under the Fund. You generally earn one year of Service for each year you work 300 hours or more. However, a number of special rules apply in calculating Service. For example, you usually do not earn any Service during periods when you're not working. And, if you don't work for an extended period of time, you can lose Service you've earned before. Be sure to read the definitions of Service, Breaks in Service, and Forfeited Service beginning on page 3 for complete information.

Normal Retirement Benefits

You may retire and begin receiving a monthly Normal Retirement Benefit, payable for your lifetime, once you are age 60 or have reached the 5th anniversary of your participation in the Plan, whichever occurs later.

Early Retirement Benefits

You may retire and begin receiving a monthly Early Retirement Benefit, payable for your lifetime, once you are at least age 55 and have completed 5 years of Service in the Plan or after you have completed 30 or more years of Service.

Joint and 50%, 75%, or 100% Survivor Benefits

If you are married and retire or terminate for reasons other than disability, you must elect one of the following optional forms of payment, unless your spouse signs a waiver in the presence of a notary public or plan representative:

- Joint and 50% Survivor Benefit; or
- Joint and 75% Survivor Benefit; or
- Joint and 100% Survivor Benefit.

Each one of these benefit payment forms provides a reduced monthly benefit for your lifetime. After your death, the Joint and 50% Survivor Benefit will provide payment for your spouse's lifetime equal to 50% of your reduced benefit.

Similarly, after your death, the Joint and 75% Survivor Benefit and Joint and 100% Survivor Benefit will provide payment for your spouse's lifetime equal to 75% and 100%, respectively, of your reduced benefit.

Please see the example on page 7 for an illustration of the benefits payable under these optional payment forms.

In the event your spouse predeceases you (or waives her survivor rights in a Qualified Domestic Relations Order), then your reduced monthly benefit will be increased to the original amount of your Normal or Early Retirement Benefit. This is known as a “pop-up” feature under the Plan.

Disability Benefits

You may receive a monthly disability benefit under the provisions of the Plan if you incur a Total and Permanent Disability or an Occupational Disability.

Preretirement Death Benefits

Your spouse or other eligible beneficiary may qualify for a benefit if you die before receiving any Normal or Early Benefit payments under the Plan. There are 2 types of benefits: a return of contributions or, if you’re married, monthly payments to your spouse.

Postretirement Death Benefits

If you retired under the Joint and 50%, 75%, or 100% Survivor Benefit option, your surviving spouse will receive monthly benefits equal to 50%, 75%, or 100% respectively of the benefit you were receiving before your death. Otherwise, your spouse or other eligible beneficiary will receive a lump sum death benefit equal to the contributions made on your behalf minus any Normal or Early Retirement Benefit amounts that were paid to you before your death.

Some Important Terms

There are some important terms you will need to know in order to understand how the Pension Plan works. These are defined in this section and capitalized throughout this booklet.

Board of Trustees or Board – This is the Board of Trustees of the Indiana State District Council of Laborers and Hod Carriers Pension Fund which maintains and administers the Plan in accordance with the legal documents on which the Plan is based. The Board is made up of an equal number of employee and employer trustees, who are listed in the “Administrative Information” section of this booklet.

Break in Service – You have a one-year Break in Service for each Plan year after June 1, 1976 that you do not work for a participating Employer and do not have any contributions made to the Plan on your behalf. Exceptions to this rule are years in which you are in the armed forces or years immediately preceding or following Covered Service in which you were working for a participating Employer, but in a job not requiring contributions under the Plan provided there is not an intervening quit, discharge or retirement. You won’t have a Break in Service if you are not working because of an accident or illness. Also, if you are on maternity or paternity leave, you won’t have a Break in Service unless the leave extends beyond the end of the Plan year following the year in which the leave began. (Maternity and paternity leave is a leave due to your pregnancy, the birth of your child, your adoption of a child, or caring for your child immediately after birth or adoption.)

Forfeited Service – If you terminate your Service without a vested benefit under the Plan and incur 5 consecutive one-year Breaks in Service, you lose credit for the years you had accumulated when you terminated employment under the Plan.

Covered Service – Service for which an Employer is required to make contributions to the Plan on your behalf.

Employer – An Employer who satisfies the requirements for participating in the Plan and who makes payments to the Plan on behalf of covered employees.

Plan Year – Each 12-month period that begins June 1 and ends on the following May 31.

Service – Service is used in determining your eligibility for a benefit under the Plan. Service is calculated differently for different periods, as follows:

If you were a participant as of June 1, 1976 and were covered under the 1962 Plan, your Service includes one year of Service for each consecutive 12-month period from June 1, 1962 through May 31, 1976 in which contributions were required to be made on your behalf; a 12-month period began on the first day of the month in which contributions were first made on your behalf.

If you worked at any time during the 12-month period from June 1, 1975 through May 31, 1976 and contributions were required to be made for that period, the year of Service was credited to you as of June 1, 1976.

If you work for a participating Employer on or after June 1, 1976 through May 31, 2003, you receive one year of Service for each Plan Year in which you work at least one hour and contributions are required to be made on your behalf. Your Service also includes employment with a participating Employer (after June 1, 1976) that immediately precedes or follows Covered Service (provided there is no intervening quit, discharge or retirement).

If you work for a participating Employer on or after June 1, 2003 and you have accumulated less than 3 years of Service as of that date, you receive one year of Service for each Plan Year after that date in which you work at least 300 hours of Service. If you work for a participating Employer on or after June 1, 2003 and you have accumulated 3 or more years of Service as of that date, you receive one year of Service for each Plan Year after that date in which you work at least one hour and contributions are required on your behalf. Your Service also includes employment with a participating Employer that immediately precedes or follows Covered Service (provided there is no intervening quit, discharge or retirement).

Participation And Cost

Becoming a Plan Participant

You will qualify for Plan participation if you work for a participating Employer under a collective bargaining agreement negotiated by the Laborers International Union of North America, State of Indiana District Council.

You become a participant on the date your Employer contributions are first credited to the Plan on your behalf.

Paying for the Plan

Your Employer contributes a specific amount based on the number of hours you work. The hourly contribution rate is set by the collective bargaining agreement between your union and participating Employers.

Employer contributions go into the Pension Trust Fund. The contributions plus investment earnings of the Fund are used to pay Plan benefits.

You are not required or allowed to contribute to the Pension Trust Fund.

Normal Retirement Benefits

You may receive a Normal Retirement Benefit if you retire after you are age 60 and have reached your 5th anniversary of participation in the Plan, whichever occurs later. Your Normal Retirement Benefit will begin on the first of the month after the Board of Trustees receives and approves your application for benefits and other required documents.

The amount of your Normal Retirement Benefit is based on this formula:

5.2% of all contributions accrued before June 1, 2001; PLUS

4.5% of all contributions accrued on and after June 1, 2001 through May 31, 2003; PLUS

3.5% of all contributions accrued on or after June 1, 2003 through December 31, 2004; PLUS

For the 5-month period beginning January 1, 2005 and ending May 31, 2005, \$12.50, provided you worked 500 or more hours during this period; if you worked at least 125 hours but less than 500 hours, you will accrue a benefit equal to your hours divided by 500 and multiplied by \$12.50; PLUS

For hours worked on or after June 1, 2005, \$30.00 per Plan Year (Plan Years run from each June 1st through the following May 31st), provided you work 1,200 or more hours during the Plan Year; if you work at least 300 hours but less than 1,200 hours, you will accrue a benefit equal to your hours divided by 1,200 and multiplied by \$30.00.

Here is an example of how a Normal Retirement Benefit might be calculated for retirement on May 31, 2006 with the following assumptions (for this example, the participant is assumed to have worked 500 hours between 1/1/05 and 5/31/05 and worked at least 1,200 hours between 6/1/05 and 5/31/06.)

Dates of	Employer	Benefit	Covered Service
	Contributions	Multiplier	Monthly Pension

6/1/1962–5/31/2001	\$ 30,000	x	5.2%	= \$ 1,560.00 (each month for life)
6/1/2001–5/31/2003	\$ 4,000	x	4.5%	= 180.00 (each month for life)
6/1/2003 – 12/31/2004	\$ 3,000	x	3.5%	= 105.00 (each month for life)
1/1/2005 – 5/31/2005	n/a		\$12.50	= 12.50 (each month for life)
6/1/2005 – 5/31/2006	n/a		\$30.00	= 30.00 (each month for life)

Under this example, a benefit of $\$1,560 + \$180 + \$105 + \$12.50 + \$30 = \$1,887.50$ would be paid each month for life. If you are married, your pension may be paid as a Joint and 50%, 75% or 100% Survivor Benefit – in which case your monthly amount would be different. Joint and Survivor Benefits are explained later in this booklet, beginning on page 7. Keep in mind that this is an example to show how a Normal Retirement Benefit might be calculated. Your own benefit will depend on the contributions made on your behalf and your age, Service, and the applicable benefit multiplier.

Your benefit is paid to you each month for the rest of your life so long as you remain retired. If you return to related employment and work 40 or more hours a month, your benefit will stop until you again retire. If you return for less than 40 hours a month, your benefit will continue while you are working. These rules are explained further in the section “Working After Normal Retirement Age and Reemployment” on page 15.

Minimum Benefit

The minimum Normal Retirement Benefit is \$300 per month, provided that you satisfy each of the following eligibility requirements:

- You retire on or after your 60th birthday with at least 10 years of Indiana State District Council of Laborers and Hod Carriers Pension Fund Service;
- You have worked a minimum of 480 hours in each of 5 of the 10 years described in (1); and
- You are eligible to receive a Normal Retirement Benefit or a Joint and 50% Survivor Benefit under the Plan.

If your Normal Retirement Benefit is paid as a Joint and 50% Survivor Benefit, then the minimum monthly benefit payable after your death to your surviving spouse is \$150 per month (50% of the \$300 minimum).

This minimum benefit does not apply to any other retirement, disability, or death benefits, including:

- Early Retirement Benefit;
- 30 & Out Retirement Benefit;

- Total and Permanent Disability Benefit;
- Occupational Disability Benefit;
- Joint and 75% Survivor Benefit; and
- Joint and 100% Survivor Benefit.

Early Retirement Benefits

You qualify for an Early Retirement Benefit if you retire any time after you:

- Are at least age 55 and have earned at least 5 years of Service under the Plan, or
- Have earned at least 30 years of Service.

Your Early Retirement Benefit will begin on the first of the month after the Board of Trustees receives and approves your application for benefits and other required documents.

The amount of your Early Retirement Benefit, payable monthly for the rest of your life, is calculated in the same way as a Normal Retirement Benefit. However, if you retire with fewer than 30 years of Service, the amount is reduced for early payment. The reduction is 1/4 of 1% multiplied by the number of months before your 60th birthday. For example, if you retire at age 58, your benefit will be reduced by 6%—1/4 of 1% for each of the 24 months that you retire early.

There is no reduction if you have 30 or more years of Service at retirement.

If you have not earned at least 30 years of Service but were a participant in the Plan prior to June 1, 2003 and you have 30 or more Plan Years during which you worked at least one hour, you may be eligible to retire under a special transition rule. Please contact the Fund Office for more information.

If you should return to related employment after benefits begin and work 40 or more hours a month, your benefit will stop until you again retire or are working less than 40 hours a month. See the section “Working After Normal Retirement Age and Reemployment” on page 15 for a further explanation of these rules.

Joint And 50%, 75%, And 100% Survivor Benefits

If you are married when you retire, your monthly benefit will automatically be paid as a Joint and 50% Survivor Benefit. You may, however, elect to receive your monthly benefit as a Joint and 75% Survivor Benefit or a Joint and 100% Survivor Benefit instead. These forms of payment provide you with a reduced monthly benefit for life. Furthermore, if you die before your spouse, one of the following Survivor Benefits will continue to your surviving spouse:

- 50% of the reduced monthly benefit if you elected a Joint and 50% Survivor Benefit;
- 75% of the reduced monthly benefit if you elected a Joint and 75% Survivor Benefit; or
- 100% of the reduced monthly benefit if you elected a Joint and 100% Survivor Benefit.

Your Joint and 50%, 75%, or 100% Survivor Benefit will begin on the first of the month after the Board of Trustees receives and approves your application for benefits and other required documents. Please note that none of these payment forms are available to you if you are receiving disability benefits from the Plan.

The monthly benefit amount of a Joint and 50%, 75%, or 100% Survivor Benefit is less than the monthly benefit amount under a Normal or Early Retirement Benefit because benefits continue after your death for the remainder of your spouse's life. The amount of your reduced monthly benefit depends on your age and the age of your spouse.

For example, if you are 60 years old, and your spouse is 57 years old, the following table illustrates the monthly benefit amounts payable under each of the payment options discussed above.

	Reduction	Monthly Benefit	Monthly Benefit <input type="checkbox"/>
Normal Retirement Benefit	Not Applicable	\$ 1,000.00	\$ 0.00 (Benefit is based upon your lifetime only)
Joint and 50% Survivor Benefit	0.88	\$ 880.00 (\$1,000 x 0.88)	\$ 440.00 (50% of \$880.00)
Joint and 75% Survivor Benefit	0.81	\$ 810.00 (\$1,000 x 0.81)	\$ 607.50 (75% of \$810.00)
Joint and 100% Survivor Benefit	0.76	\$ 760.00 (\$1,000 x 0.76)	\$ 760.00 (100% of \$760.00)

Your Benefit is paid to you each month for the rest of your life so long as you remain retired. If you return to related employment and work 40 or more hours a month, your Benefit will stop until you again retire. If you return for less than 40 hours a month, your Benefit will continue while you are working. These rules are explained further in the section "Working after Normal Retirement Age and Reemployment" on page 15.

If you are married and do not wish to elect a Joint and 50%, 75%, or 100% Survivor Benefit, you may choose to receive your benefit as a Normal or Early Retirement Benefit—payable for your lifetime only. To do so, your spouse must consent by signing a waiver form in the presence of a notary public or Plan representative.

What Happens To My Benefit If My Spouse Predeceases Me?

If your spouse predeceases you (or waives her survivor rights in a Qualified Domestic Relations Order), then the “pop-up” feature of the Plan will restore your reduced monthly benefit to the original amount of your Normal or Early Retirement Benefit.

Total and Permanent Disability Benefit

If you become Totally and Permanently Disabled, you may be entitled to a Total and Permanent Disability Benefit provided that you meet all of the following conditions:

- You have accrued at least 10 years of Indiana State District Council of Laborers and Hod Carriers Pension Fund Service at the time you became disabled;
- You have worked at least 480 hours in each of 5 years of the 10 years of Indiana State District Council of Laborers and Hod Carriers Pension Fund Service;
- You have applied for a Total and Permanent Disability Benefit on a form prescribed by the Board of Trustees;
- The Board of Trustees’ review of the medical evidence shows that your disability meets the definition of “Total and Permanent Disability” under the Plan;
- You were covered under the Plan at the time you became disabled;
- You have not reached age 55 or received credit for 30 years of Service;
- You apply for the benefit within 6 months after the last hours of Service were reported by your Employer on your behalf; and
- You are eligible for Social Security disability benefits.

In order to be considered disabled under the Plan, you must provide acceptable medical evidence, as determined by the Board of Trustees, that a mental or physical condition totally and permanently prevents you from engaging in any employment or occupation for pay or profit. The disability must be expected to be permanent and continuous for the rest of your life. You will not be eligible under this Total and Permanent Disability Benefit if your disability is due to addiction to narcotics, was incurred while engaged in a criminal enterprise, resulted from intentionally self-inflicted injury or service in the armed forces, or arose out of a state of war.

The Total and Permanent Disability Benefit will be a monthly benefit equal to 85% of your vested accrued benefit. The minimum benefit will be \$150 per month.

Benefits begin on the first day of the month after the Board of Trustees receives and approves your application for benefits and other required documents.

No Total and Permanent Disability Benefit will be payable for any period which is prior to the date the application is received by the Board, regardless of the reason for delay

and regardless whether or not the application was made by a participant whose Occupational Disability Benefit has ceased. In order to be approved for a Total and Permanent Disability Benefit after you have received the maximum Occupational Disability Benefit, you must apply for a Total and Permanent Disability Benefit while you are receiving an Occupational Disability Benefit. If you do not complete the Total and Permanent Disability Benefit application process while you are receiving an Occupational Disability Benefit, your Total and Permanent Disability Benefit will not be approved.

In order to continue receiving your Total and Permanent Disability Benefit, you must provide the Board of Trustees with a copy of any federal tax form that reports income earned from any employment or gainful pursuit for pay or profit. You must provide this tax form by the last day of February after the end of any calendar year in which you received a Total and Permanent Disability Benefit.

For example, if you received any Total and Permanent Disability Benefits between January 1, 2005 and December 31, 2005, you must send a copy of your 2005 Form W-2, Form 1099, or another federal tax form to the Board of Trustees by February 28, 2006 in order to continue receiving your Total and Permanent Disability Benefit.

As long as your disability continues to meet the definition of “Total and Permanent Disability” under the Plan, your Total and Permanent Disability Benefit will continue until you reach age 55.

When you reach age 55, your Total and Permanent Disability Benefit stops, but upon receipt of your application and the Board’s approval, you will begin receiving your Early or Normal Retirement Benefit, unreduced for any Total and Permanent Disability Benefit received. If you are married, your Early or Normal Retirement Benefit will be paid as a Joint and 50% Survivor Benefit, unless you elect otherwise.

Your Total and Permanent Disability Benefit will stop if any one of the following happens:

- You work in any job for profit or pay in any occupation or employment. (If your work is for rehabilitation, however, benefits may continue subject to the Board of Trustees’ prior approval.);
- The Trustees of the Plan determine that the medical evidence shows you have recovered sufficiently from your disability to resume a regular occupation or employment;
- You refuse to undergo a medical examination requested by the Trustees (no more than 2 examinations a year may be required);
- You fail to provide the Trustees of the Plan with a copy of any federal income tax form that reports income earned from any employment or gainful pursuit for pay or profit;

- You reach age 55; or
- You die.

If you were eligible for an Occupational Disability Benefit but payment of that benefit has ceased, you will be eligible for a Total and Permanent Disability Benefit only if all of the conditions for eligibility for the Total and Permanent Disability Benefit are met.

You may reapply for a Total and Permanent Disability Benefit after a minimum of 12 months but not more than 24 months have elapsed since your initial application date. If more than 24 months have elapsed since your initial application date, you may reapply for a Total and Permanent Disability Benefit only if the application pertains to an unrelated Total and Permanent Disability. You will be responsible for overpayments made by the Fund after the Total and Permanent Disability Benefit stops.

Occupational Disability Benefit

If you become occupationally disabled, you may be entitled to an Occupational Disability Benefit provided that you meet all of the following conditions:

- You have accrued at least 10 years of Indiana State District Council of Laborers and Hod Carriers Pension Fund Service at the time you became disabled;
- You have worked at least 480 hours in each of 5 years of the 10 years of Indiana State District Council of Laborers and Hod Carriers Pension Fund Service;
- You have applied for an Occupational Disability Benefit on a form prescribed by the Board of Trustees;
- The Board of Trustees' review of the medical evidence shows that your disability meets the definition of "Occupational Disability" under the Plan;
- You were covered under the Plan at the time you became disabled;
- You have not reached age 55 or received credit for 30 years of Service; and
- You apply for the benefit within 6 months after the last hours of Service were reported by your Employer on your behalf.

In order to be considered occupationally disabled under the Plan, you must provide acceptable medical evidence, as determined by the Board of Trustees, that a mental or physical condition prevents you from engaging in any employment or occupation for pay or profit within the construction industry. The disability must be expected to be permanent and continuous for the rest of your life. You will not be eligible under this Occupational Disability Benefit if your disability is due to addiction to narcotics, was incurred while engaged in a criminal enterprise, resulted from intentionally self-inflicted injury or service in the armed forces, or arose out of a state of war.

The Occupational Disability Benefit will be a monthly benefit equal to 65% of your vested accrued benefit.

Benefits begin on the first day of the month after the Board of Trustees receives and approves your application for benefits and other required documents.

No Occupational Disability Benefits will be payable for any period which is prior to the date the application is received by the Trustees, regardless of the reason for delay.

As long as your disability continues to meet the definition of "Occupational Disability" under the Plan, your Occupational Disability Benefit will continue until the benefit has been payable for a period not to exceed 2 years after benefit commencement (or, if earlier, the date you attain early retirement age). In order to be approved for a Total and Permanent Disability Benefit after you have received the maximum Occupational Disability Benefit, you must apply for a Total and Permanent Disability Benefit while you are receiving an Occupational Disability Benefit. If you do not complete the Total and Permanent Disability Benefit application process while you are receiving an Occupational Disability Benefit, your Total and Permanent Disability Benefit will not be approved.

In order to continue receiving your Occupational Disability Benefit, you must provide the Board of Trustees with a copy of any federal tax form that reports income earned from any employment or gainful pursuit for pay or profit such as a Form W-2 or Form 1099. You must provide this tax form by the last day of February after the end of any calendar year in which you received an Occupational Disability benefit. You will no longer be eligible to receive Occupational Disability benefits from the Plan on the date your annualized income from any supplemental income, excluding any wages earned prior to commencement or after termination of your Occupational Disability Benefit, exceeds 1 1/2 times your Occupational Disability Benefit.

For example, if you received an Occupational Disability Benefit equal to \$250 per month from September through December 2005, you would have received \$1,000 in Occupational Disability benefits for calendar year 2005. Your annualized Occupational Disability Benefit is equal to 12 x \$250 per month (\$3,000). If you earned more than 1.5 x \$3,000 (\$4,500) from supplemental employment during the 2005 calendar year, then you will not be eligible to receive additional Occupational Disability Benefits during 2006.

At the time Occupational Disability Benefits stop, if you are age 55, you may be eligible to receive an Early Retirement Benefit upon approval of your application. Your Early Retirement Benefit will not be reduced for any Occupational Disability Benefits already received. If you are married, your Early Retirement Benefit will be paid as a Joint and 50% Survivor Benefit, unless you elect otherwise.

Your Occupational Disability Benefit will stop if any one of the following happens:

- You work in any job for profit or pay in any capacity within the construction industry;
- The Trustees of the Plan determine that the medical evidence shows you have recovered sufficiently from your disability to resume a regular occupation or employment in any capacity within the construction industry;

- You refuse to undergo a medical examination requested by the Trustees (no more than 2 examinations a year may be required);
- Your gross annual income from supplemental employment exceeds 1 1/2 times your annualized Occupational Disability Benefit;
- You fail to provide the Trustees of the Plan with a copy of any federal income tax form that reports income earned from any employment or gainful pursuit for pay or profit;
- The benefit has been paid for its 2 year maximum;
- You attain early retirement age; or
- You die.

You will be responsible for overpayments made by the Fund after the Occupational Disability Benefit stops. If you were eligible for an Occupational Disability Benefit but payment of that benefit has ceased, you may be eligible for a Total and Permanent Disability Benefit if all of the conditions for eligibility for the Total and Permanent Disability Benefit are met.

You may reapply for an Occupational Disability Benefit after a minimum of 12 months but not more than 24 months have elapsed since your initial application date. If more than 24 months have elapsed since your initial application date, you may reapply for an Occupational Disability Benefit only if the application pertains to an unrelated Occupational Disability.

Death Benefits

Preretirement Death Benefits

Your spouse or other eligible beneficiary may qualify for a benefit if you die before retirement, and

You are an active participant; or

You have terminated your Service but have not yet received retirement benefits; or

You are receiving disability benefits.

Type 1 Preretirement Death Benefit

50% Survivor Benefit to Spouse

If you die before retirement and are married at the time of your death, your spouse may elect to receive half of the monthly amount you would have received had you began receiving a benefit on the day before your death and elected the Joint and 50% Survivor Benefit form of payment.

If you die after age 55 or after you have earned 30 years of Service, payments will be calculated as if you retired on the day before your death. This Benefit is paid monthly for your spouse's life, beginning on the first day of the month following your death.

If you die before age 55 and you had not yet earned 30 years of Service, payments will be calculated as if you retired on the date of your death, lived to your early retirement date, and chose payments to begin on that date. This Benefit is paid monthly for your spouse's life, beginning on the first date you would have been eligible for early retirement, subject to the Board of Trustees' approval.

Effective for deaths on or after June 1, 2003, if you die before retirement, are married at the time of your death and would have been 60 years old or eligible to receive a 30 & Out Benefit, your spouse may elect to receive 100% of the monthly amount you would have received had you retired on the day before your death and elected the Joint and 100% Survivor Benefit form of payment.

Type 2 Preretirement Death Benefit

Lump Sum Payment of Percentage of Employer Contributions

If you die before retirement and do not have a 5-year Break in Service, your eligible beneficiary will receive the full amount of all nonforfeited contributions that have been made to the Plan on your behalf after June 1, 1962. If you are married at the time of your death, your spouse may be eligible to elect to receive this lump sum payment instead of the 50% Survivor Benefit described above; please contact the Fund Office.

If you die after having a 5-year Break in Service, your eligible beneficiary will receive a percentage of the nonforfeited contributions made on your behalf after June 1, 1962. The percentage your beneficiary receives is based on your years of Service:

Years of Service	Percentage Vested
Less than 5 Years	0%
5 Years or More	100%

This amount is paid in one lump sum as of the first day of the month following the date the Board of Trustees receives and approves the benefit application and other required documents.

Postretirement Death Benefits

If you are receiving retirement benefits at the time of your death, your spouse or other eligible beneficiary may qualify for a postretirement death benefit.

The amount of the benefit is equal to all vested, credited contributions that were made to the Plan on your behalf after June 1, 1962, less the total amount of retirement benefits you already received from the Plan. This amount is paid in one lump sum on the first day of the month after the Board of Trustees receives and approves the benefit application and other required documents.

If you had elected a Joint and 50%, 75%, or 100% Survivor Benefit and were receiving benefits under one of these payment forms at the time of your death, the postretirement death benefit is not available because your spouse will receive the 50%, 75%, or 100% survivor annuity, as stipulated at the time of your retirement.

Payment of Death Benefits

In order to receive payment, your spouse or other beneficiary must apply for benefits and provide the Board of Trustees with certified proof of death and an obituary notice.

There are limitations on the persons whom you may name as your beneficiaries under the Plan. If you are married, your spouse automatically is your beneficiary – unless you elect otherwise and your spouse consents by signing a waiver form in the presence of a notary public or Plan representative. If you are single or if your spouse consents to an alternative beneficiary, you may name your children, parents, brothers, or sisters (in any combination) – or your estate. If you name no beneficiary or if you name an ineligible beneficiary, the benefit will be paid to your estate or paid in accordance with the law.

Your spouse must decide whether to receive payment of a lump sum death benefit from the Pension Fund or to request the Fund to make a full or partial direct rollover to an IRA or another qualified retirement plan. If the Pension Fund pays the benefit to the spouse, it is required by law to withhold 20% automatically for taxes. If the benefit is rolled over, taxes are deferred until your spouse receives payment from the IRA or other plan. The Fund will send more information about these choices when your spouse applies for benefits. The rollover option is not available to non-spouse beneficiaries.

Your beneficiary may want to consult with a professional tax advisor before payment of a death benefit from the Plan is made.

Lump Sum Payment Option

If the monthly benefit that would otherwise be payable to you in any form is less than or equal to \$50 per month, you can request to receive your benefit in a lump sum payment. If you are married, your spouse must also consent to this payment option and sign a waiver in the presence of a notary public or plan representative.

Qualified Domestic Relations Orders (QDRO)

Generally, your pension payments cannot be assigned, transferred, pledged, or attached by creditors. However, the Plan must honor the terms of any Qualified Domestic Relations Order (QDRO) issued by a court. For the purpose of the Plan, a QDRO is any judgment, order, decree or approval of a property settlement agreement made on the basis of a domestic relations law. The order may relate to child support, alimony or marital property rights to a spouse, former spouse, child or other dependent and may direct payment of all or a part of your pension benefit to another person.

Note that a QDRO cannot assign more than 100% of your accrued benefit to another person.

Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures governing the determination of QDROs from the Plan administrator by writing to the Fund Office.

A Domestic Relations Order should be submitted to the Fund Office so that it can be reviewed to determine whether it is a 'qualified' order. If it is determined to be a qualified order, the benefit will be distributed according to the terms of the QDRO, provided that the QDRO does not require the plan to provide any type or form of benefit, or any option, not otherwise provided by the plan; does not require the plan to provide increased benefits; and does not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under a previous QDRO.

Working After Normal Retirement Age And Reemployment

Your benefits may be affected if you work past your normal retirement age or if you are reemployed after your benefits begin. This section describes these rules and also lists responsibilities of both you and the Board of Trustees. It is very important that you read and understand this section because the following rules can affect how and when your benefits are paid.

In general, if you work past your normal retirement age or are reemployed after benefits begin, benefits may be suspended during these times. In stopping or not paying your benefits, the Board of Trustees will comply with Department of Labor Regulations Section 2530.203-3.

If you work past your normal retirement age for at least 40 hours a month in Related Employment, your benefits will not be paid until you actually retire or work less than 40 hours a month and make application for pension benefits.

If you are receiving any retirement benefits, and you are reemployed for at least 40 hours a month in Related Employment, your benefits will stop until you retire again or work less than 40 hours a month and again make application for pension benefits.

“Related Employment” means employment:

- In the same type of industry or business activity in which any participating Employer is engaged; and
- In the same trade or craft in which you worked at any time you were in covered Service (trade or craft means a skill that required a long training period or a supervisory, selling, or professional capacity related to that skill); and
- In the same geographic area covered by the Plan (which includes the state of Indiana and Henderson, Webster, Union, and Crittenden counties in Kentucky).

“Hour” means each hour for which you are paid in related employment.

Your Responsibilities

It is your responsibility to notify the Board of Trustees:

- Any time you are working after your normal retirement age;
- Any time you are working less than 40 hours a month (when the above applies).

Sometimes the Board of Trustees may require you to provide more information concerning your job.

It is very important to notify the Board of Trustees because it affects when your benefits are paid and how much your benefits will be.

If you do not notify the Board of Trustees, then the Board of Trustees will presume that you are working at least 40 hours a month and will suspend your benefits.

If you do not notify the Board of Trustees, your benefits will not begin or start again at the earliest possible date (which is the first day of the third month after the month you work less than 40 hours). Instead, benefits will begin or start again on the first of the month after you notify the Board of Trustees and make application for your benefits.

If you ever wonder whether going back to work or continuing to work will cause your benefits to stop or not be paid, then you can ask the Board of Trustees for its decision by following the same procedures you would follow if you wanted an application reviewed. Those procedures are explained in the section “Applying for Benefits” on page 22.

Notices from the Board of Trustees

If your benefits stop or are not paid, you will receive a notice from the Board of Trustees by first class mail or personal delivery which explains the reasons why. If you disagree with those reasons, then you must follow the same procedures that you would

follow if you wanted a claim reviewed. Those procedures are explained in the section “Applying for Benefits” on page 22.

How Benefits are Calculated

When benefits begin or start again, the first payment will include the regular monthly payment plus benefits for any missed months because you worked less than 40 hours. However, the first payment can be reduced (up to 100%) by payments you received for months when you worked 40 or more hours. Later payments can be reduced (up to 25%) for the same reason. The calculation of your benefit also depends on whether you notify the Board of Trustees, as previously discussed; however, you will not begin receiving checks until the first day of the third month after you make application for your Benefits. Your first check will include your monthly Benefit amount and will include any retroactive payments from when you first made application. Thereafter, you will receive a check on the first of each month in the amount of your monthly Benefit.

If you work past your normal retirement age for less than 40 hours a month, but do not receive your benefits during that time, your Normal Retirement Benefit will be based on the formula for Normal Retirement Benefit described on page 5. Your benefits will begin on the first of the month after you notify the Board of Trustees and make application for your benefits.

If you are re-employed after receiving retirement benefits, your benefit will be the total of the following parts when you terminate your Service again:

The benefit you were receiving before you were reemployed; plus

The benefit you earned while you were reemployed.

In addition, if you were working less than 40 hours a month, but did not receive your benefits for that period, you must notify the Board of Trustees and make another application for your benefits in order for your benefits to begin.

Circumstances That Could Affect Your Retirement Benefits

Under certain circumstances, your benefits under the Plan could be denied, reduced, or suspended:

- If you transfer to a job that is not covered under the Plan, you may be ineligible for additional contributions under the Plan, and this could affect part or all of your Plan benefit;
- If you become disabled, you accrue no additional Service or contributions under the Plan;
- If you continue working past your normal retirement age, benefits will not begin until you actually retire and make application for benefits. If you return to related employment after you begin receiving benefits from the Plan, benefit payments may stop;

- If you terminate your Service before you have at least 5 years of Service, you will receive no vested benefits from the Plan;
- If the Plan should be terminated or become insolvent and your benefit is more than that guaranteed by the Pension Benefit Guaranty Corporation (PBGC), you may lose a part of your benefit;
- If you were covered under another Laborers' pension plan, your benefits under this Plan could be affected as a result of a reciprocal agreement between this Plan and another plan;
- Your Plan benefits belong to you and may not be sold, assigned, transferred, pledged, or garnished, under most circumstances. However, if you become divorced or separated, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This is known as a Qualified Domestic Relations Order. As soon as you're aware of any court proceedings which may affect your retirement benefit, contact the Fund Office;
- You may want to consult with a professional tax advisor before you take a payment of your benefit from the Plan;
- If you are unable to care for your own affairs, any payments due may be sent to someone who is authorized to conduct your affairs. This may be someone with Power of Attorney or a court-appointed guardian. In order to start payments, the Fund Office will need notarized copies of all applicable documents.
- By law, there are maximums on benefits that may be paid by the Plan.

Implied Promises

Nothing in this booklet says or implies that participation in this Plan is a guarantee of continued employment with your Employer, nor is it a guarantee that benefit levels will remain unchanged in future years.

Administrative Information

Plan Sponsor and Administrator

The Plan is sponsored and administered by a Board of Trustees. The Board of Trustees is made up of representatives of both labor and management. The Board is the trustee of the Plan and is responsible for managing Plan assets. The Board is also responsible for interpreting Plan provisions and deciding such matters as eligibility, types of benefits, and administrative policies.

You can contact the Board of Trustees by writing to the Indiana State District Council of Laborers and Hod Carriers Pension Fund, P. O. Box 1587, 413 Swan Street, Terre Haute, IN 47808, or by calling (812) 238-2551, or toll free at (800) 962-3158.

The Board has hired a salaried administrative manager to handle the day-to-day administration of the Plan in the Fund Office. Among other things, this Office processes claims, makes benefit payments, answers participants' questions, and maintains Plan records.

Employer Trustees

Robert W. Hargate, Chairman
Associated General Contractors of Indiana
1 N. Capital, Suite 300
Indianapolis, IN 46204

Eric Cook
Garmon Design / Build Construction
3050 Poplar Street
Terre Haute, IN 47803-2663

Herman "Buddy" White, Jr.
White Construction, Inc.

P. O. Box 249
Clinton, IN 47842

Donald L. Johnson
Wink Construction, Inc.
P. O. Box 8066
Evansville, IN 47716

John Waechter
Milestone Contractors LP
P. O. Box 3004
Columbus, IN 47203

Richard Gardner
Rieth-Riley Construction
Co., Inc.
P. O. Box 477
Goshen, IN 46527-0477

Employee Trustees

Michael J. Short, Secretary-Treasurer
425 South 4th Street

Terre Haute, IN 47807

Barry Russell
951 North Park Drive
Evansville, IN 47710

Charles Toth
401 Poplar Street
Terre Haute, IN 47807

Leroy Jackson, Jr.
5700 South Anthony
Boulevard
Fort Wayne, IN 46806

Rudy Rudisill
115 West 20th Street
Muncie, IN 47302

Roger Kent
7745 S. Fairfax Road
Bloomington, IN 47401

Administrative Office

Janetta England
Administrative Manager
Indiana State District Council of Laborers and Hod Carriers Pension Fund
413 Swan Street
Terre Haute, IN 47807
(812) 238-2551
Toll Free: (800) 962-3158

Attorney

Richard J. Shagley, Esq.
Wright, Shagley & Lowery
500 West Ohio Street
Terre Haute, IN 47807

Benefit Consultants and Actuaries

United Actuarial Services, Inc.
11590 N. Meridian St. Suite 610
Carmel, IN 46032

Plan Name and Numbers

The official name of the Plan is the “Indiana State District Council of Laborers and Hod Carriers Pension Fund.” The Plan Number is 001. The Employer Identification Number, assigned by the Internal Revenue Service, is 35-6027150. Taken together, the Plan’s name and number and the Employer Identification Number identify the Plan with the federal agencies governing employee benefit plan operation.

Type of Plan

The Plan is classified as a “defined benefit” Pension Plan. In general, this means benefits are calculated by a definite formula.

Fiscal Year

For record keeping purposes, the Plan year and fiscal year begin on June 1 and end on May 31.

Agent for Service of Legal Process

Any legal process relating to the Plan should be delivered to the Board of Trustees, Indiana State District Council of Laborers and Hod Carriers Pension Fund, 413 Swan Street, Terre Haute, IN 47807. Service may be made on the Board of Trustees collectively or on any individual trustee.

Collective Bargaining Agreements

The Plan is maintained under collective bargaining agreements between the Laborers International Union of North America, State of Indiana District Council and participating contractor associations. You can get your own copy of a collective bargaining agreement by writing to the Pension Fund Office. You can also get a list of the participating Employers. You may review or request the collective bargaining agreements and a list of participating Employers at your Local Union Office.

Reciprocity

The Fund has reciprocity with other Funds through the Laborers International Union of North America Reciprocal Agreement. If you work under more than one Fund, your service may be recognized through reciprocity. The Pension Fund Office can tell you how your service is affected.

Administration

The Board of Trustees has the exclusive right and discretion to make any finding of fact necessary or appropriate for any purpose under the Plan, including:

- Determining eligibility for any benefit payable under the Plan; and/or
- Determining the amount of any benefit payable under the Plan.

The Board of Trustees also has the exclusive right and discretion to:

- Interpret the terms and provisions of the Plan;
- Determine any and all questions arising under the Plan or in connection with the administration of the Plan; and
- Remedy or resolve possible ambiguities, inconsistencies, or omissions.

The interpretations and determinations of the Board of Trustees will be final and binding unless a court of competent jurisdiction finds any of the Board's decisions to be arbitrary and capricious.

Funding Medium For The Accumulation of Plan Assets

All contributions and investment earnings are accumulated in a Trust Fund. Retirement benefits are paid directly from this Trust.

Venue

If, after following the claims and appeals procedures outlined beginning on page 22 of this booklet, you decide to file a lawsuit against the Plan, the Board of Trustees, or any administrator connected with the Plan, you must file your lawsuit in Vigo County, Indiana.

Plan Amendments And Termination Insurance

Plan Amendment and Termination

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

In the event of termination of the Plan, benefits earned up to the date of Plan termination would be nonforfeitable to the extent they are funded. Assets in the Fund, after providing for the expenses of the Plan, would be used to pay Plan benefits to the extent they are sufficient. Each Employee will receive that part of the total remaining assets at the same ratio as his Employer Contributions to the aggregate amount of the Accumulated Employer Contributions of all Employees. No part of the assets shall be returned to any Employer or inure to the benefit of any Employer or Union.

Mergers, Consolidations, and Transfers

If the Plan is merged or consolidated with, or Plan assets transferred to another Plan, your benefit will be protected. Your benefit immediately after the merger, consolidation, or transfer will not be lower than the benefit accrued just before the merger, consolidation, or transfer.

Pension Insurance

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension agreement involving 2 or more unrelated employers, usually in a common industry.

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

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

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

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at: <http://www.pbgc.gov>.

Applying For Benefits

You apply for benefits on forms that are available from the Local Union Office or the Pension Fund Office. Applications should be received by the Board of Trustees at least 60 days before you wish payments to begin.

Reviewing Denied Applications (except for Total and Permanent Disability and Occupational Disability Benefits)

If an application is denied, in whole or in part, you are entitled to a full and fair review. The steps in the reviewing process are outlined below.

When an application is denied, you will normally receive a written notification of a denial within 60 days after filing the application. If the application was for Total and Permanent Disability Benefits and/or Occupational Benefits, you will normally receive a written notification of a denial within 45 days after filing the application. The notice will explain:

- The reasons for the denial;
- The Plan provisions on which it is based;
- Any additional material or information needed to make the claim acceptable and the reason it is necessary; and
- The procedure for requesting a review.

If the Board of Trustees determines special circumstances require an extension of time for the Board to act, you will be notified of that fact, in writing, within 60 days of filing. The notice you receive will explain what special circumstances make an extension necessary and indicate the date a final decision is expected to be made. The Board may obtain one such extension per claim. However, if the claim is for Total and Permanent Disability Benefits and/or Occupational Benefits, and the Board of Trustees determines special circumstances require an extension of time for the Board to act, you will be notified of that fact, in writing, within 45 days of filing. In such case, for Total and Permanent Disability Benefits and/or Occupational Benefits claims, the Board may obtain two 30-day extensions.

Within 60 days after receiving the denial notice decision, if you wish to appeal the denial, you or your authorized representative must:

- Submit a written request to the Pension Fund Office, P. O. Box 1587, Terre Haute, IN 47808 for a review of the denial;
- Look at relevant documents; and
- Submit issues and comments.

Within 60 days after receiving the Board's notice, if you are still dissatisfied with the benefit decision and wish further review, you may appeal your application to voluntary

arbitration by filing a timely written appeal with the Administrative Manager. There are detailed provisions to appoint an arbitrator who is mutually agreeable to you and the Pension Fund. The expenses of arbitration will be shared equally by you and the Pension Fund.

Exhaustion of review before the Board, not including voluntary arbitration, is a prerequisite to filing suit in court.

Reviewing Denied Applications for Total and Permanent Disability and Occupational Disability Benefits

You have 180 days from the date of denial if the denial for benefits you wish to appeal concerned Total and Permanent Disability Benefits and/or Occupational Benefits. If you wish to appeal such a denial, then, as with other benefit appeals, you or your authorized representative must:

- Submit a written request to the Pension Fund Office, P. O. Box 1587, Terre Haute, IN 47808 for a review of the denial;
- Look at relevant documents; and
- Submit issues and comments.

A committee of at least 2 trustees will hold a hearing on your review request. You will be notified of the hearing and are entitled to be there and to present any evidence or argument on your behalf. The committee's written decision will be sent to you. If the Board of Trustees determines that special circumstances require an extension of time for the Board to act, it will so notify the claimant within 60 days of the receipt of the appeal. The Board may obtain one 60-day extension per appeal. However, if the appeal concerns Total and Permanent Disability Benefits and/or Occupational Benefits and the Board of Trustees determines that special circumstances require an extension of time for the Board to act, it will so notify the claimant within 45 days of the receipt of the appeal. The Board may obtain one 45-day extension per such appeal.

If the committee cannot reach a decision, you will receive a notice from the committee. At that time the claim shall be transferred to the whole Board for review. The full Board of Trustees will hold a hearing on your appeal. Once again, you will be notified of the hearing and are entitled to be there and to present any evidence or argument. The Board's written decision will be sent to you within 45 days for appeals of Total and Permanent Disability Benefits and/or Occupational Benefits and within 60 days for all other appeals.

If the Board cannot reach a decision, you will receive a notice from the Board.

Within 60 days after receiving the Board's notice, if you are still dissatisfied with the benefit decision and wish further review, you may appeal your application to voluntary arbitration by filing a timely written appeal with the Administrative Manager. There are detailed provisions to appoint an arbitrator who is mutually agreeable to you and the Pension Fund. The expenses of arbitration will be shared equally by you and the Pension Fund.

Exhaustion of review before the Board, not including voluntary arbitration, is a prerequisite to filing suit in court.

Your ERISA Rights

As a participant in Indiana State District Council of Laborers and Hod Carriers Pension Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 60) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$200 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

[Assistance with Your Questions](#)

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

[Plan Documents Govern](#)

This booklet is a plain language explanation of your Pension Plan. Every effort has been made to see that the information in this booklet is accurate and up to date as of January 1, 2006. However, should there be any disagreement between the information in this booklet, or information about this booklet from the Fund Office, and that in the official Plan Documents, the Plan Documents will govern.