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## LETTER OF INTRODUCTION

Dear Participant:

As Trustees of your Pension Fund, we take a great deal of pleasure in presenting to you this booklet called the Summary Plan Description. This booklet is intended to summarize your Pension Plan and to give you a clearer understanding of it. **In case of any conflict between the provision of this booklet and those of the Plan Document, the Plan Document will prevail.**

The Pension Plan has had several changes since it was established in April 1972. The current Plan complies in all respects with federal laws and reflects all changes that have been made.

Only the full Board of Trustees is authorized to interpret the Pension Plan described in this booklet. The Board has discretion to decide all questions about this Plan, including questions about your eligibility for benefits and the amount of any benefit payable to you. No individual Trustee, employer or union representative has authority to interpret this Plan on behalf of the Board or to act as an agent of the Board. Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. The Trustees shall have full discretion to interpret and apply all provisions of the Pension Plan according to its terms.

The Board of Trustees has authorized the Administration Office to respond, in writing, to your written questions. If you have an important question about your benefits, you should write to the Administration Office for a definitive answer.

As a courtesy to you, the Administration Office may also respond informally to oral questions. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning your benefits.

You and your family are encouraged to read this booklet carefully so that you will know what kind of benefit you might expect at retirement.

Again, should you have any questions regarding this booklet or your Pension Plan, please contact the Administration Office.

Sincerely,

BOARD OF TRUSTEES

## DEFINITIONS

The following terms are defined in order to help in your understanding of the Plan.

### **Account Balance**

Your individual pension account is called your Account Balance. It includes all Employer Contributions paid on your behalf, any rollover distributions from other qualified retirement plans as authorized by the Trustees, plus a proportionate share of the Fund's net investment gains (or losses).

### **Beneficiary**

A Beneficiary is the person or persons you have designated to receive a benefit after your death. If you are married and wish to name someone other than your Spouse as your Beneficiary, your Spouse must agree, in writing, with this decision.

### **Employee**

An Employee is a person on whose behalf an Employer is, or has been, required to make contributions to the Pension Fund, including anyone employed in a paid position with the Union or an affiliate thereof.

### **Employer**

An Employer is someone who has signed a Collective Bargaining Agreement or other written agreement requiring contributions to be made to the Pension Fund and who hires employees to perform work under said agreement.

### **Employer Contributions**

Employer Contributions are the monies that are paid into the Fund by the participating Employers. The amount of money they are required to remit is outlined in the Collective Bargaining Agreement or other written agreements.

### **Forfeitures**

Until you become a Participant (prior to being credited with at least 300 Hours of Service from an Employer in a Plan Year), you will forfeit your Account Balance if you fail to receive any Hours of Service for two (2) consecutive Plan Years.

### **Hour of Service**

An Hour of Service is each hour for which you are paid or entitled to payment. This includes actual work done for an Employer for which you would, or should, be paid. In addition, it includes all hours which you would, or should, be paid when you perform no work because of vacation, holiday, illness (Including disability), layoff, jury duty, military service, maternity or paternity leave or leave of absence. If you are granted Hours of Service when no work is performed, you will receive no more than 501 hours for any single continuous period within a Plan Year.

You should notify the Administration Office as soon as possible about any periods of time during which you are away from service due to disability, military service, or pregnancy, adoption or the birth of a child.

### **Normal Retirement Age**

For purposes of this Plan, your Normal Retirement Age is age 65.

### **Normal Retirement Benefit**

The Normal Retirement Benefit for a married Participant is the Joint and 100% Survivor annuity. This annuity will provide a monthly benefit to you for as long as you live, and after you die, your Spouse will receive the same monthly amount for the remainder of her life.

The Normal Retirement Benefit for a single Participant is the Life and 10-Year Period Certain annuity, which will guarantee a monthly benefit for the life of the Participant. In the event the Participant would die during the first 10 years of his retirement, the Beneficiary would receive the balance of any unpaid monthly payments. (Example, if you died after receiving 7 years of payments, your beneficiary would receive benefits for the 3 years of the remaining payments, with no other death benefits available from the Fund.)

### **Optional Retirement Benefits**

The Optional Retirement Benefits are:

1. **Lump Sum Payment:** this benefit will pay you your Account Balance in a full or partial Lump-Sum at retirement.
2. **Life and 5-Year Period Certain Annuity:** this benefit will guarantee a monthly benefit for the life of the Participant, and in the event the Participant would die during the first 5 years of retirement, the beneficiary would receive the balance of the monthly payments. (Example, if you died after receiving 3 years of payments, your beneficiary would receive benefits for the 2 years of remaining payments, with no other death benefits available from the Fund.)
3. **Life Only Annuity:** this benefit will pay a monthly benefit for the life of the Participant. There is no death benefit available to the Beneficiary with this annuity.
4. **Qualified Joint and 50% Survivor Annuity:** this benefit will guarantee a monthly benefit for the period when both the Participant and his or her spouse were alive, with a 50% benefit continuing to be paid to the spouse after the Participant's death.

### **Owner Operator**

An Owner Operator is an individual person who is a union member and shareholder of a corporation, which person seeks to participate in the plan. An Owner Operator is also the husband, son or daughter of a shareholder of the corporation. An Employer which is a corporation may make contributions to the Fund under the following conditions. The Employer must make contributions to all required entities under the

applicable collective bargaining agreement on behalf of the Owner Operator for the Owner Operator to participate in this Fund. The trustees may set minimum contributions required to be paid on behalf of the Owner Operators.

**Participant**

An employee will become a participant upon being credited with at least 300 Hours of Service from an Employer in a Plan Year. An Owner Operator will become a participant upon paying the minimum contributions set by the Plan Trustees.

**Pension Plan**

The Pension Plan is the legal document which established the eligibility requirements, types of benefits and benefit amounts.

**Plan Year**

The Plan Year is a 12-month period beginning October 1 and ending September 30.

**Spouse**

A spouse is the person to who you are legally married at the time any pre-retirement Death Benefit is payable, or at the time you receive your Retirement Benefit. In addition, Spouse could mean a former Spouse, as described in a Qualified Domestic Relations Order (Page 6).

**Trust Agreement**

The Trust Agreement is the legal document which established the Bricklayers of Indiana Retirement Fund

**Union**

The Union is the Bricklayers and Allied Craftworkers Local Union No. 4 Indiana/Kentucky, and other local unions that may join this pension fund.

## HOW THE PLAN OPERATES

You are not required or allowed to make self-contributions to the Fund.

However, each Employer is required to make monthly contributions to the Fund. The amount of these contributions equals the number of hours worked by the Participants multiplied by the negotiated rate per hour. This information can be found in the Collective Bargaining Agreements. These monthly contributions are accumulated and invested to provide benefits to eligible Participants and Beneficiaries.

At the end of each Plan Year, the Trustees value the assets of the Fund at fair market value as of the last day of the Plan Year in order to determine the Fund's net investment gains (or losses). The net investment gains (or losses) are then proportionately allocated to each Participant's Account Balance. The Fund charges a small administration fee to the Participants' accounts, as set by the Trustees, for these services.

At retirement, your Account Balance is paid to you in the form of a Life and 10-Year Period Certain annuity. If you are married at the time of retirement, your Account Balance will be used to purchase a Joint & 100% Survivor Annuity. This annuity will provide a monthly benefit to you for as long as you live. After your death, your Spouse will receive the same monthly amount for the remainder of her life. If you do not wish to have a Joint and Survivor annuity purchased on your behalf, and wish to receive your Account Balance in the form of a life annuity or lump-sum payments, your Spouse, if any, must agree, in writing with this decision.

The Employer Contributions made to the Fund on your behalf are not taxed as current income. Any benefits you or your Beneficiaries receive from the Fund may be taxed. Therefore, it is recommended that you consult a qualified tax advisor regarding any tax questions you might have about your pension benefits.

## DETAILS OF THE PLAN

### **Effective Date**

This Pension Plan was established by the Board of Trustees to be effective April 1, 1972. The Board of Trustees is made up of an equal number of Union and Employer Representatives. The powers and duties of the Trustees are outlined in the Agreement and Declaration of Trust. The Trust Agreement and Pension Plan govern Plan rights and benefits.

### **Participation**

As an employee of an Employer working within the jurisdiction of this Pension Fund and performing work described in the Collective Bargaining Agreements, you are eligible to participate in this Pension Plan. You will become a Participant after you have been credited with at least 300 Hours of Service in any Plan Year.

## **Vesting**

Once you have become a Participant, your right to receive your Account Balance becomes non-forfeitable.

## **Retirement Dates**

You will receive your Account Balance as a retirement benefit on one of the following dates:

### **Normal Retirement**

Your Normal Retirement date will be the 1<sup>st</sup> day of the month following your 65<sup>th</sup> birthday.

### **Early Retirement**

Your Early Retirement date will be the earlier of the first day of the month following your 55<sup>th</sup> birthday, or the first day of the month following completion of 30 years of continuous service with the Bricklayers International union.

### **Late Retirement**

Your Late Retirement date will be any day following your 65<sup>th</sup> birthday and prior to April 1<sup>st</sup> following the year in which you reach age 70-1/2.

If you do not own five percent or more of your Employer, and you have not already elected early, normal, or late retirement, you will receive your retirement benefit on the April 1 following the later of the year following your reaching 70 ½ years of age, or the year when you retire.

## **Reciprocal Transfers**

This Plan has in effect certain reciprocal agreements. If you work in the jurisdiction of another pension fund that has reciprocity with this Fund, the contributions made on your behalf may be transferred to this Fund. You must, however, make a timely request on the proper forms. These forms are available through the Administration Office or your Local Union.

This Plan has also signed the International Reciprocal Agreement for the Bricklayers and Allied Crafts Defined Contribution Pension and Defined Benefit Plans. This Agreement uses the Electronic Reciprocal Transfer System (ERTS) to help facilitate the timely transfer of contributions and information between participating funds. To participate in this Agreement, the members must first register on the ERTS system by completing a "Blanket Authorization Form". If you have any questions regarding how to register on ERTS, you should contact your Local Union. If you have any questions regarding the Agreement or the actual transfer of employer contributions, you should contact this Plan's Administrative Office.

When the Plan receives transferred monies and hours, it treats them as though you worked those hours within the jurisdiction of this Fund.



### **Qualified Domestic Relations Orders**

Effective January 1, 1985, this Plan will comply with all Qualified Domestic Relations Orders (QDRO), a QDRO is a certified copy of a court judgment, decree or other agreement (including approval of a property settlement) which orders the use of part or all of the Participant's pension benefits for satisfaction of child support, alimony payments or marital property rights to the spouse, child or other dependent of the Participant. The QDRO must be submitted to the Administrative Office for a determination of whether it is a "Qualified Domestic Relations Order" under the Plan. The Plan cannot comply with orders that have not been accepted under its Qualified Domestic Relations Order procedures. It is usually best to contact the Administrative Office before the Order is made by a court. A copy of the rules which govern the administration of a QDRO can be obtained by contacting the Administrative Office.

### **Beneficiary Designation**

#### ***Married Participants:***

If you are a Participant and die, your Spouse will receive the Death Benefit from the Fund. The designation of any Beneficiary other than the surviving Spouse shall be effective only with the consent of the surviving Spouse, upon a form acceptable to the Trustees.

#### ***Participants who are not married:***

If you are not married, any Death Benefit will be paid to the last designated Beneficiary so named by the Participant on a form approved by the Trustees and received in the Fund office prior to the participant's death. The Participant may change the designation of his Beneficiary at any time.

#### ***No Beneficiary Designation:***

If a Participant shall die without designating a Beneficiary, any Death Benefit shall be payable to the Participant's Spouse. If there is no Spouse, any Death Benefit shall be paid to the Estate of the deceased Participant.

## **PLAN BENEFITS**

The Plan benefit that will be paid to you, if you meet the eligibility requirements, is known as your Account Balance. Each Participant will receive, on an annual basis, a summary which will show his prior Account Balance, any net investment gains (or losses), the total of his Employer Contributions for the past Plan Year, and his new Account Balance. **If you meet the eligibility requirements for Normal Retirement Benefits, Early Retirement Benefits, or Disability Benefits, you may receive a partial distribution up to the total amount of your Account Balance.**

The following are the types of benefits available from this Pension Plan.

### **Normal Retirement Benefits**

You will be eligible to receive a Normal Retirement Benefit if you are a Participant and age 65.

The amount of your Normal Retirement Benefit is equal to your current Account Balance. If you have a Spouse at the time of your Normal Retirement, your normal retirement payment will be a monthly annuity paid in the form of a Joint and 100% Survivor Benefit, unless you and your Spouse agree to reject this form of Payment. If you do not have a Spouse at the time of retirement, your normal retirement payment will be a monthly annuity payable for as long as you live with a guarantee of 10 years of payments. If you are not married, or you and your spouse reject the normal retirement payment, you will be eligible to receive an optional retirement benefit of a Lump Sum Payment, or Life and 5-Year Period Certain. Finally, if you are married, you may elect to receive the maximum monthly annuity benefit that your Account Balance will permit at the time of your retirement for the duration of your life, followed by half of that benefit to your spouse for the remainder of his or her life. You do not require your spouse's consent to select this option.

If you receive your benefit as a Normal Retirement Benefit and later return to work within the jurisdiction of this Pension fund, all Employer Contributions received on your behalf will automatically be non-forfeitable. You will be eligible to receive these contributions and earnings upon written request, not more than once per Plan year.

### **Early Retirement Benefits**

You will be eligible to receive an Early Retirement Benefit if you are a Participant at least age 55 or have 30 years of continuous service in the Bricklayers International Union. Any time spent working after January 1, 2007 will not count toward your 30 years continuous service, if, after that date, you performed work covered by a labor agreement for an employer that did not have a collective bargaining agreement with the Union, the Bricklayers and Allied Crafts International Association, or a subordinate local of the Union or BACIA. In addition, you will not be eligible to receive earlier retirement benefits while working for a non-signatory employer in a covered industry.

The amount of your Early Retirement Benefit is equal to your current Account Balance. The normal retirement payments and optional retirement payments available to Normal Retirement are also available at Early Retirement.

If you receive your benefits as an Early Retirement Benefit and later return to work within the jurisdiction of this Pension Fund, all Employer Contributions received on your behalf will automatically be non-forfeitable. You will be eligible to receive these contributions and earnings upon written request, not more than once per Plan year.

### **Disability Benefits**

If you become disabled from performing the duties of the Bricklaying trade, you may apply for a Disability Benefit, you must prove your disability to the Board of Trustees by submitting medical or other evidence deemed necessary by them. The Trustees have the right to approve or disapprove such disability benefits on a non-discriminatory basis.

The amount of your Disability Benefit, if approved, is equal to your current Account Balance. The normal retirement payments and optional retirement payments available at Normal Retirement are also available as a Disability Benefit. You may only receive one full or partial lump sum payment per Plan year, however.

If you receive your benefits as a Disability Benefit and later recover and return to work within the jurisdiction of this Pension Fund, all Employer Contributions received on your behalf will automatically be non-forfeitable. You will not be eligible to receive these new Employer contributions until you meet the eligibility requirements for a Normal Retirement Benefit, Early Retirement Benefit or another Disability Benefit.

### **Termination Benefits**

If you have less than \$5,000 in your Account Balance and received zero Hours of Service for two consecutive Plan Years, you will be eligible to receive your Account Balance as a Termination Benefit.

The amount of your Termination Benefit is equal to your current Account Balance. If you elect to receive your Termination Benefit and your Account Balance is greater than \$1,000.00, you must notify us whether you wish to receive your benefit directly, or if you wish for us to roll it over into a different, eligible retirement plan. If you do not notify us, then we will pay the benefit into an individual retirement plan we designate.

If you receive your Termination benefit and later return to work within the jurisdiction of this Pension Fund, you must again re-qualify as a participant by working 300 or more Hours of Service in a Plan Year.

### **Death Benefits**

If you should die before you receive your Account Balance, your Beneficiary will receive a Death Benefit. The amount of this benefit will be equal to your current Account Balance, and will be paid in a lump sum amount or the Normal Retirement Benefit.

If you should die after you have received all of your Account Balance, no Death Benefit will be available.

## **FORFEITURES**

It is possible for an employee to forfeit his Account Balance prior to becoming a Participant. If you are not a Participant (you have not received 300 Hours of Service in a Plan Year), and you fail to receive any Hours of Service for 2 consecutive Plan Years, you forfeit your Account Balance. All such forfeitures will be applied toward paying the Fund's administrative expenses.

Below is an example of how you could forfeit your Account balance.

Let us assume a contribution rate of \$1.00 per hour worked and a net investment gain of 10% each year:

<u>Plan Year</u>	<u>Hours of Services</u>	<u>Gain</u>	<u>Account Balance</u>
2002	100	\$ 0.00	\$100.00
2003	150	10.00	260.00
2004	0	26.00	286.00
2005	0	0.00	0.00

As the example shows, the Account Balance increased each year by new contributions plus a net investment gain until the Participant incurs 2 consecutive Plan Years with zero Hours of Service. Therefore, as of the 2005 Plan Year, the Account Balance was forfeited.

## **APPLYING FOR PLAN BENEFITS**

### **Retirement Benefits**

To make application for a Normal, Early or Late Retirement Benefit you should write or call the Administration Office at:

Bricklayers of Indiana Retirement Fund  
9045 East 59<sup>th</sup> Street  
P. O. Box 50440  
Indianapolis, Indiana 46250-0440  
  
(317) 554-9000  
(800) 950-6789

You will be required to submit proof of age(s) with your application form as well as proof of marriage. Acceptable proof of age documents are: Birth Certificates, Military Records, school records or any other legal document which clearly shows the month, day and year of your birth.

You should file your pension application form and required documents 30 to 90 days in advance of the date you want to receive your benefits so that your benefits will not be delayed by necessary processing time.

### **Disability Benefits**

You make application for a Disability Benefit in the same way as for a Normal or Early Retirement Benefit.

In addition to being required to submit proof of age(s) and proof of marriage, you will be required to submit a Physician's Medical Examination Report or other medical evidence regarding your disability.

All Disability Applications must be approved by the Board of Trustees before benefits may commence. The Board of Trustees reserves the right to determine the effective date of such benefits.

### **Termination Benefits**

When a Participant becomes eligible for a Termination benefit, an application form for such benefit will automatically be sent from the Administration Office. The Participant needs to complete the form and return to the Administration Office to request payment of his Termination benefit.

### **Death Benefits**

Upon your death, your Beneficiary should contact the Administration Office as soon as possible. At that time, your Beneficiary will be informed of any Death Benefits payable and any application form or other documents they must submit.

### **Lump Sum Payments**

Lump Sum Payments to a Participant or Spouse are subject to a mandatory 20% withholding for federal income tax. You may, however, avoid imposition of this tax by directing that your benefit be rolled over directly to an IRA (Individual Retirement Account) or other qualified retirement plan.

Information regarding the taxation on distribution is available from the Fund office upon request, and will be given to you when you request an application for benefits. The rules concerning federal income taxation of distributions and withdrawals from the Plan are complicated, and you are strongly encouraged to seek professional tax advice before receiving a distribution or making a withdrawal from the Plan.

In general, lump-sum payments from the Plan to a Participant or Spouse will be eligible for a rollover to an IRA (Individual Retirement Account), a Roth IRA, or another employer's qualified plan. You may instruct the Plan to transfer your distribution directly to an IRA or other eligible plan that accepts rollovers, or receive a check and roll over the distribution yourself within 60 days of receipt. Under current law, if you do not use the direct rollover option, 20% of your distribution will automatically be withheld for federal income tax purposes. Payments that are not rolled over are subject to federal income tax and, if they are "early distributions", may be subject to an additional 10% federal income tax penalty. Before receiving your distributions, you are strongly encouraged to consult with a qualified tax advisor.

### **Denial of Benefits**

If your application for pension benefits is denied in whole or in part, or if you have notified the Fund Office that you believe an error was made in the calculation of your pension, you will receive a written explanation from the Trustees. The explanation will include the provisions set forth in the final paragraph of this section.

If you do not agree with the decision, you are entitled to a full and fair review of your application. You or your authorized representative have certain rights in appealing the decision:

- a) The right to submit additional proof of entitlement to benefits;
- b) The right to examine any document in the possession of the plan which relates to your application;
- c) The right to appeal the denial decision to the Board of Trustees.

Your appeal must be in writing and must be filed within sixty (60) days after you have been notified of the denial of benefits. Your statement must set forth your reasons for disagreement with the denial and should include any supporting documents or additional comments related to your appeal. The appeal must be submitted to:

Bricklayers of Indiana Retirement Fund  
9045 East 59<sup>th</sup> Street  
Indianapolis, IN 46216-1030

You or your authorized representative may request to appear before the Board of Trustees, or the Trustees may require your personal attendance at a hearing regarding your review. You will be notified if your request is granted, or if your attendance is required.

A full and complete review of your appeal will be made. You will receive a written decision within sixty (60) days after receipt of your written request for an appeal, unless special circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of your request for review. Alternative periods for review are set forth below which may apply in place of those set forth above. The Trustees' decision is final.

There are special rules for appeals for a disability retirement.

If you want to appeal the decision for your disability benefit, you must file a written request with the Administrator within 180 days after being notified that your application was denied.

The Trustees will provide a determination of your disability benefit appeal in writing within 45 days after receiving your written request, unless special circumstances require a delay in their decision. If special circumstances require additional time for processing, the decision will be made as soon as possible but no later than 90 days after receiving your written request.

Alternatively, in the case of either a disability benefit or any other form of pension, the Trustees may also decide on your appeal at their next quarterly meeting. If your request for appeal is received within 30 days of a quarterly meeting, then a decision

may be made at the subsequent quarterly meeting. In any event, the Administrator will notify you of the decision within 5 days of the date the decision is made.

In the case of either a disability benefit or any other form of pension, the review process will consider all comments, records, documents and other information which you submitted for your initial application as well as additional comments, records, and documents submitted

In the case of either a disability benefit or any other form of pension, the Trustees' written decision on your initial application and appeal will:

- a) Explain the reason or reasons for the decision,
- b) Refer to specific plan provisions on which the decision is based,
- c) Notify you of your right to receive a free copy of all documents, records and other information relevant to your application,
- d) Notify you of your right to bring civil action under ERISA, and
- e) Notify you of any additional voluntary appeal procedures offered by the plan, if any.

## **ADDITIONAL INFORMATION**

### **Assignment of Benefits**

Any benefits payable to you, your surviving Spouse or Beneficiary may not be sold, transferred, assigned, pledged or attached. The only exception to this provision is a Qualified Domestic Relations Order, as described on page 6.

### **Social Security and Plan Benefits**

The benefits you receive from this Pension Plan are in addition to any benefits you may receive from Social Security or any other retirement plan.

### **Mental or Physical Inability to Accept Payment**

In the even that either you, your surviving Spouse or Beneficiary becomes mentally or physically unable to accept benefit payments, the Trustees may withhold benefits and pay such to the legal representative of the person entitled to benefits. If there is no legal representative, benefits will be paid to the person or persons who, in the judgment of the Trustees, has been providing for the care, maintenance and support of the payee.

### **Legal Process**

The Board of Trustee is the Plan's agent for service of legal process. Any legal documents should be served at the following address:

Board of Trustees  
Bricklayers of Indiana Retirement Fund  
9045 East 59<sup>th</sup> Street  
Indianapolis, Indiana 46216

Service may also be made on any individual Plan Trustee.

### **Plan Termination**

The Trustees intend to continue the Plan indefinitely. However, the Trustees do reserve the right to amend the Plan or to terminate the Plan if at any time conditions warrant.

As it is a defined contribution plan, (i.e., a plan in which benefits are based solely on the assets in the participant's individual account), this Pension Plan is not insured through the Pension Benefit Guaranty Corporation. If the Plan terminates and your Account Balance is non-forfeitable, your Account Balance would be equal to a proportionate share of the fair market value of the fund assets as your Account Balance relates to the total Fund assets.

### **Merger of the Plan**

In the event of merger or consolidation of this Plan with another retirement plan, each participant's benefit immediately after the merger or consolidation will be equal to



or greater than the benefit he would have been entitled to receive immediately before the merger or consolidation, assuming the Plan had terminated.

**Administration of the Fund**

The Board of Trustees is responsible for the overall administration of the Fund; however, the Trustees may hire other people to perform the necessary administrative functions of the Plan, render advice and make investment decisions for them. Contributions to the Plan, and earnings thereon, are accumulated and held in trust for the benefit of Participants and Beneficiaries.

**Fiduciary Information**

Name of Plan	Bricklayers of Indiana Retirement Fund
Plan Sponsor	Board of Trustees Bricklayers of Indiana Retirement Fund
Administration Office	HealthSCOPE Benefits 9045 East 59 <sup>th</sup> Street P.O. Box 50440 Indianapolis, Indiana 46250-0440 (317) 554-9000 (800) 950-6789

The Employer Identification Number assigned to this Plan by the Internal Revenue Service is 35-6267233. The Plan Number assigned is 001.

This Pension Plan is a Defined Contribution Plan, jointly administered by an equal number of Union and Employer Trustees. HealthSCOPE Benefits is the Contract Administrator. All Employer contributions are made to the Fund in accordance with the current Collective Bargaining Agreement or other written agreements between your Local Union and the contributing Employers. You may learn whether or not a particular employer is a participating Employer in this Plan by writing the Administration Office. All Collective Bargaining Agreements are available for inspection at the Administration Office or you may request a copy of the same. A reasonable charge for the copies may be imposed.

The Plan Year for participation and benefits is October1 through September 30. The fiscal year of the Fund ends September 30.

The Trustees of this Pension Plan are:

**MANAGEMENT TRUSTEES**

Terry L. Riggins  
Secretary  
Vern Riggins, Inc.  
2811 South Rangeline Road  
Anderson, IN 46017-1926

(Vacancy)

Randy Weaver  
Weaver Masonry  
428 Pine Creek Court  
Elkhart, IN 46516-9089

Richard Kingery  
Kingery & Sons Construction, Inc.  
8257 North State Road 29  
Frankfort, IN 46041

Terry Dickey  
Fetters Construction, Inc.  
5417 County Road 427  
Auburn, IN 46706

Tom Lykowski  
Advanced Masonry Const Inc  
53266 Bonvale Drive  
South Bend, IN 46635

**UNION TRUSTEES**

Ted Champ  
Chairman  
BAC Local 4 of Indiana/Kentucky  
2041 Broadway Street  
Anderson, IN 46012-1602

Mike Avila  
BAC Local 4 of Indiana/Kentucky  
7301 Decatur Road  
Fort Wayne, IN 46816

Pat Schroder  
109 East 45<sup>th</sup> Street  
Marion, IN 46953-5252

Raleigh Johnson  
BAC Local 4, Chapter 1  
3410 Claremont Ave Suite A  
Evansville, IN 47710-1047

(Vacancy)

Steve Knowles  
BAC Local 4, Chapter 11  
2535 S 30<sup>th</sup> Street, Suite 7  
Lafayette, IN 47909-2786

## **Statement of Rights Under ERISA**

As a Participant in the Bricklayers of Indiana Retirement 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 Benefit Security Administration.

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

Receive a summary of the plan's annual 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 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (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 persons, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan

and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### Assistance with Your Questions

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