

# Michigan Laborers Pension Fund

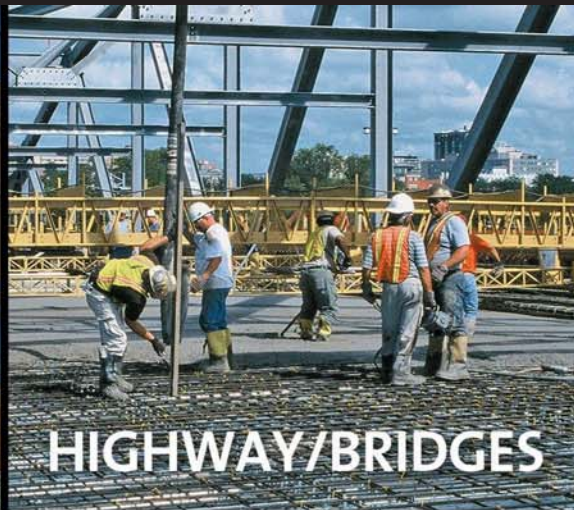


# LIUNA!

*Feel the Power*



**BUILDINGS**



**HIGHWAY/BRIDGES**



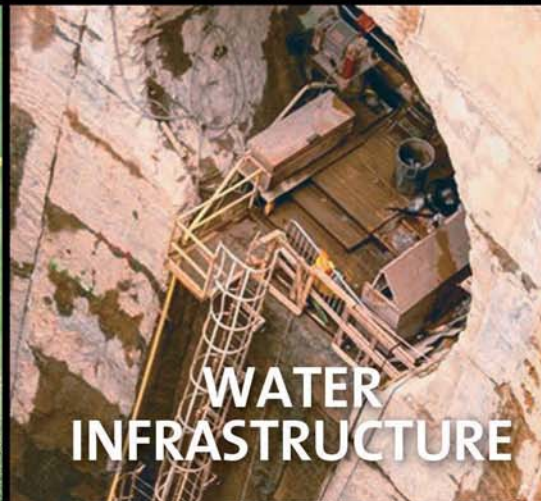
**PIPELINE/ENERGY**



**RENEWABLES**



**ASBESTOS/  
HAZARDOUS  
WASTE REMOVAL**



**WATER  
INFRASTRUCTURE**

## Summary Plan Description



September 2015



# Michigan Laborers' Fringe Benefit Funds

6452 Millennium Dr, Ste 100, Lansing, MI 48917-7881 • PO Box 211133, Eagan, MN 55121  
Phone: 1 (877) 645-2267 (MI-LABOR) • Fax: (517) 689-6016 • Website: [www.michiganlaborers.org](http://www.michiganlaborers.org)

December 8, 2023

## IMPORTANT NOTICE TO ALL RETIREES

**RE: TEMPORARY WAIVER OF SUSPENSION OF BENEFITS RULE FOR PARTICIPANTS WHO RETIRED ON OR BEFORE OCTOBER 1, 2023 AND RETURN TO WORK AS LABORERS**

Dear Retiree:

We have **temporarily** waived the *Plan's Suspension of Benefits Rule* for the period **January 1, 2024 through December 31, 2024**.

Due to the continued need for laborers, if you retired on or before October 1, 2023 and meet the other requirements, you will be eligible for the temporary waiver.

### 1. What is the Suspension of Benefits Rule?

The Suspension of Benefits Rule prohibits Retirees from collecting a pension benefit while also working full time. This is a Notice that we've temporarily waived this Rule. So, you may temporarily collect your pension benefit and your wages as a full time employee -- under certain circumstances.

### 2. How to Qualify for this Temporary Waiver

To qualify for this temporary waiver, you must:

- 1) Have retired on or before October 1, 2023;
- 2) Have returned to work only as a Laborer and only for a contributing employer; and
- 3) Have your contributing employer confirm, in writing, that you have returned to work as a Laborer and contributions are being made on your behalf pursuant to a collective bargaining agreement.

### 3. Conditions of Waiver

#### A. The Plan's Supplemental Temporary Benefits (STB)

If you return to work under this temporary waiver of the Plan's Suspension of Benefits Rule, you will permanently forfeit your eligibility to receive the Plan's STB. So, if you're currently collecting a pension and the Plan's STB and you return to work, you'll immediately and permanently lose your STB.

Moreover, if you're currently retired -- but not yet eligible for the STB -- and you return to work, you'll lose your eligibility to collect the STB. (See pp. 11-12 of the Plan's Summary Plan Description for more information about the STB).



# Michigan Laborers' Fringe Benefit Funds

6452 Millennium Dr, Ste 100, Lansing, MI 48917-7881 • PO Box 211133, Eagan, MN 55121  
Phone: 1 (877) 645-2267 (MI-LABOR) • Fax: (517) 689-6016 • Website: [www.michiganlaborers.org](http://www.michiganlaborers.org)

## B. Expiration Date

This temporary waiver of the Plan's Suspension of Benefits Rule expires on December 31, 2024.

So, if you've retired and continue working as a Laborer after December 31, 2024, your pension benefit from the Michigan Laborers' Pension Fund will immediately be suspended.

## C. Waiver Applies Only to Michigan Laborers' Pension Plan

This temporary waiver only applies to your pension benefit from the Michigan Laborers' Pension Plan.

## 4. Your Notification Duty

Remember: Regardless of this temporary waiver, every Retiree must immediately notify the Fund Office if they return to work in any capacity. This means you **MUST** notify the Fund whether you return to work:

- For a non-contributing employer;
- For a contributing employer;
- In a self-employed, supervisory, or managerial capacity in the construction industry; or
- In any other type of employment.

Sincerely,  
Board of Trustees of the Michigan Laborers' Pension Fund





Michigan Laborers' Health Care Fund  
Michigan Laborers' Pension Fund  
Michigan Laborers' Annuity Fund  
Michigan Laborers' Vacation Fund  
Michigan Laborers' Training and  
Apprenticeship Fund  
Michigan Laborers' and Employers'  
Cooperation & Education Trust Funds  
Managed for the Trustees by:  
TIC International Corporation

# Michigan Laborers' Fringe Benefit Funds

6525 Centurion Drive ■ Lansing, MI 48917-9275 ■ (517) 321-7502 ■ Fax (517) 321-7508  
Toll Free 877-MI-LABOR (877-645-2267) ■ www.michiganlaborers.org

**LiUNA!**  
Feel the Power



## IMPORTANT NOTICE TO ALL PLAN PARTICIPANTS

**RE: TEMPORARY WAIVER OF *SUSPENSION OF BENEFITS RULE* FOR PARTICIPANTS WHO RETIRED BEFORE APRIL 1, 2017 AND RETURN TO WORK AS LABORERS**

Dear Participant:

We have *temporarily* waived the Plan's *Suspension of Benefits Rule* for the period *January 1, 2020 through December 31, 2020*.

### 1. What is the *Suspension of Benefits Rule*?

The *Suspension of Benefits Rule* prohibits Retirees from collecting a pension benefit while also working full time. This is a Notice that we've temporarily waived this *Rule*. So, you may temporarily collect your pension benefit and your wages as a full time employee -- under certain circumstances.

### 2. How to Qualify for this Temporary Waiver

To qualify for this temporary waiver, you must:

- 1) have retired *before* April 1, 2017;
- 2) have returned to work *only* as a Laborer and *only* for a contributing employer; and
- 3) have your contributing employer confirm, in writing, that you have returned to work as a Laborer and contributions are being made on your behalf pursuant to a collective bargaining agreement.

### 3. Conditions of Waiver

#### A. The Plan's Supplemental Temporary Benefits (STB)

If you return to work under this temporary waiver of the Plan's *Suspension of Benefits*

(See Reverse Side)

*Rule, you will permanently forfeit your eligibility to receive the Plan's STB.* So, if you're currently collecting a pension *and* the Plan's STB and you return to work, you'll immediately and permanently lose your STB.

Moreover, if you're currently retired -- but not yet eligible for the STB -- and you return to work, you'll lose your eligibility to collect the STB. (See pp. 11-12 of the Plan's Summary Plan Description for more information about the STB).

**Please note: if you've already retired, but returned to work as a supervisor under an earlier waiver of the *Suspension of Benefits Rule*, this new waiver does not permit you to continue to collect your pension check and active employee wages after April 1, 2017. Moreover, effective April 1, 2017, you can't collect your STB if you return to work or continue work after your retirement – regardless of when you resumed work after retirement.**

#### **B. Expiration Date**

This *temporary waiver* of the Plan's *Suspension of Benefits Rule* expires on **December 31, 2020**.

So, if you've retired and continue working as a Laborer *after* December 31, 2020, your pension benefit from the Michigan Laborers' Pension Fund will *immediately* be suspended.

#### **C. Waiver Applies Only to Michigan Laborers' Pension Plan**

This temporary waiver *only applies* to your pension benefit from the Michigan Laborers' Pension Plan.

#### **4. Your Notification Duty**

**Remember:** Regardless of this temporary waiver, every Retiree must immediately notify the Fund Office if they return to work in *any* capacity. This means you **MUST** notify the Fund whether you return to work:

- for a non-contributing employer;
- for a contributing employer;
- in a self-employed, supervisory, or managerial capacity in the construction industry; or
- in any other type of employment.

Sincerely,

Board of Trustees of the Michigan Laborers' Pension Fund

Michigan Laborers' Health Care Fund  
Michigan Laborers' Pension Fund  
Michigan Laborers' Annuity Fund  
Michigan Laborers' Vacation Fund  
Michigan Laborers' Training and  
Apprenticeship Fund  
Michigan Laborers' and Employers'  
Cooperation & Education Trust Funds  
Managed for the Trustees by:  
TIC International Corporation

# Michigan Laborers' Fringe Benefit Funds

6525 Centurion Drive ■ Lansing, MI 48917-9275 ■ (517) 321-7502 ■ Fax (517) 321-7508  
Toll Free 877-MI-LABOR (877-645-2267) ■ [www.michiganlaborers.org](http://www.michiganlaborers.org)

**LiUNA!**  
Feel the Power



## IMPORTANT NOTICE TO ALL PLAN PARTICIPANTS

**RE: TEMPORARY WAIVER OF *SUSPENSION OF BENEFITS RULE* FOR PARTICIPANTS WHO RETIRED BEFORE APRIL 1, 2017 AND RETURN TO WORK AS LABORERS**

Dear Participant:

We have *temporarily* waived the Plan's *Suspension of Benefits Rule* for the period *January 1, 2019 through December 31, 2019*.

### 1. What is the *Suspension of Benefits Rule*?

The *Suspension of Benefits Rule* prohibits Retirees from collecting a pension benefit while also working full time. This is a Notice that we've temporarily waived this *Rule*. So, you may temporarily collect your pension benefit and your wages as a full time employee -- under certain circumstances.

### 2. How to Qualify for this Temporary Waiver

To qualify for this temporary waiver, you must:

- 1) have retired *before* April 1, 2017;
- 2) have returned to work *only* as a Laborer and *only* for a contributing employer; and
- 3) have your contributing employer confirm, in writing, that you have returned to work as a Laborer and contributions are being made on your behalf pursuant to a collective bargaining agreement.

(See Reverse Side)

### 3. Conditions of Waiver

#### A. The Plan's Supplemental Temporary Benefits (STB)

If you return to work under this temporary waiver of the Plan's *Suspension of Benefits Rule*, ***you will permanently forfeit your eligibility to receive the Plan's STB***. So, if you're currently collecting a pension *and* the Plan's STB and you return to work, you'll immediately and permanently lose your STB.

Moreover, if you're currently retired -- but not yet eligible for the STB -- and you return to work, you'll lose your eligibility to collect the STB. (See pp. 11-12 of the Plan's Summary Plan Description for more information about the STB).

#### Expiration Date

This *temporary waiver* of the Plan's *Suspension of Benefits Rule* expires on ***December 31, 2019***.

So, if you've retired and continue working as a Laborer *after* December 31, 2019, your pension benefit from the Michigan Laborers' Pension Fund will ***immediately*** be suspended.

#### B. Waiver Applies Only to Michigan Laborers' Pension Plan

This temporary waiver ***only applies*** to your pension benefit from the Michigan Laborers' Pension Plan.

### 4. Your Notification Duty

**Remember:** Regardless of this temporary waiver, every Retiree must immediately notify the Fund Office if they return to work in ***any*** capacity. This means you ***MUST*** notify the Fund whether you return to work:

- for a non-contributing employer;
- for a contributing employer;
- in a self-employed, supervisory, or managerial capacity in the construction industry; or
- in any other type of employment.

Sincerely,

Board of Trustees of the Michigan Laborers' Pension Fund



Michigan Laborers' Health Care Fund  
Michigan Laborers' Pension Fund  
Michigan Laborers' Annuity Fund  
Michigan Laborers' Vacation Fund  
Michigan Laborers' Training and  
Apprenticeship Fund  
Michigan Laborers' and Employers'  
Cooperation & Education Trust Funds  
Managed for the Trustees by:  
TIC International Corporation

# Michigan Laborers' Fringe Benefit Funds

6525 Centurion Drive ■ Lansing, MI 48917-9275 ■ (517) 321-7502 ■ Fax (517) 321-7508  
Toll Free 877-MI-LABOR (877-645-2267) ■ www.michiganlaborers.org

## IMPORTANT NOTICE TO ALL PLAN PARTICIPANTS

**RE: TEMPORARY WAIVER OF *SUSPENSION OF BENEFITS RULE* FOR PARTICIPANTS WHO RETIRED BEFORE APRIL 1, 2017 AND RETURN TO WORK AS LABORERS**

Dear Participant:

We have *temporarily* waived the Plan's *Suspension of Benefits Rule* for the period **March 1, 2017 through December 31, 2018**.

### 1. What is the *Suspension of Benefits Rule*?

The *Suspension of Benefits Rule* prohibits Retirees from collecting a pension benefit while also working full time. This is a Notice that we've temporarily waived this *Rule*. So, you may temporarily collect your pension benefit and your wages as a full time employee -- under certain circumstances.

### 2. How to Qualify for this Temporary Waiver

To qualify for this temporary waiver, you must:

- 1) have retired *before* April 1, 2017;
- 2) have returned to work *only* as a Laborer and *only* for a contributing employer; and
- 3) have your contributing employer confirm, in writing, that you have returned to work as a Laborer and contributions are being made on your behalf pursuant to a collective bargaining agreement.

### 3. Conditions of Waiver

#### A. The Plan's Supplemental Temporary Benefits (STB)

If you return to work under this temporary waiver of the Plan's *Suspension of Benefits Rule*, **you will permanently forfeit your eligibility to receive the Plan's STB**. So, if you're currently collecting a pension *and* the Plan's STB and you return to work, you'll immediately and permanently lose your STB.

Moreover, if you're currently retired -- but not yet eligible for the STB -- and you return to work, you'll lose your eligibility to collect the STB. (See pp. 11-12 of the Plan's Summary Plan Description for more information about the STB).

**(See Reverse Side)**

**LiUNA!**

Feel the Power





Please note: if you've already retired, but returned to work as a supervisor under an earlier waiver of the *Suspension of Benefits Rule*, this new waiver does not permit you to continue to collect your pension check and active employee wages after April 1, 2017. Moreover, effective April 1, 2017, you can't collect your STB if you return to work or continue work after your retirement -- regardless of when you resumed work after retirement.

#### **B. Expiration Date**

This *temporary waiver* of the Plan's *Suspension of Benefits Rule* expires on *December 31, 2018*.

So, if you've retired and continue working as a Laborer *after* December 31, 2018, your pension benefit from the Michigan Laborers' Pension Fund will *immediately* be suspended.

#### **C. Waiver Applies Only to Michigan Laborers' Pension Plan**

This temporary waiver *only applies* to your pension benefit from the Michigan Laborers' Pension Plan.

#### **4. Your Notification Duty**

**Remember:** Regardless of this temporary waiver, every Retiree must immediately notify the Fund Office if they return to work in *any* capacity. This means you *MUST* notify the Fund whether you return to work:

- for a non-contributing employer;
- for a contributing employer;
- in a self-employed, supervisory, or managerial capacity in the construction industry; or
- in any other type of employment.

Sincerely,

Board of Trustees of the Michigan Laborers' Pension Fund

## TABLE OF CONTENTS

Introduction.....	iv
Board of Trustees.....	v
Contact Information.....	vi
The Pension Plan, This Summary Plan Description (SPD), And The Board of Trustees .....	1
How the Pension Plan Operates.....	2
How the Plan Is Financed.....	2
How the Plan Is Managed.....	2
Participation.....	3
Becoming A Plan Participant.....	3
Building Your Pension Benefits .....	4
Eligibility For Pension Benefits And Years Of Service Credit .....	4
A.    Credit for Covered Employment Before The Plan Began -- That is, Before September 1, 1968.....	4
B.    Credit For Covered Employment -- August 31, 1968 And Before September 1, 1976 .....	4
C.    Credit For Covered Employment -- September 1, 1976 And After.....	4
D.    Credit For Other Than Work In Covered Employment.....	5
1.    Contiguous Non-Covered Employment Credit.....	5
2.    Credit For Work With The Union Or The Department of Labor .....	5
3.    Workers' Compensation Credit .....	5
4.    Military Service Credit .....	6
Vesting.....	7
Break In Service.....	7

How Your Pension Benefits Are Determined.....	8
Years of Service.....	9
A.    Past Service.....	9
B.    Future Service.....	9
C.    Special Service.....	10
Supplemental Temporary Benefits .....	11
Deciding How You Want Your Monthly Benefits Paid.....	12
A.    The Straight-Life Benefit Form .....	13
B.    The Qualified Joint And Survivor Benefit Form .....	13
1.    The 50% QJS form.....	13
2.    The 75% QJS form.....	13
3.    The 100% QJS form.....	13
C.    The Life-Ten Years Certain Benefit Form.....	14
D.    Calculations To Assist Your Election Of The Payment Form.....	14
Benefits .....	15
Normal Retirement Benefits .....	15
Early <i>Unreduced</i> Retirement Benefits .....	15
A.    “30 Years and Out” Retirement .....	16
B.    “Index 80” Retirement .....	16
Early <i>Reduced</i> Retirement Benefits .....	16
Deferred Vested Benefits.....	17
Disability Retirement Benefits.....	17



A.	What A Participant Should Do If Disabled.....	19
B.	The Duration of Disability Benefits.....	19
	Surviving Spouse and Death Benefits.....	20
A.	One-Time Death Benefit For Vested Participants .....	20
B.	Surviving Spouse Death Benefits .....	20
C.	Additional Surviving Spouse Or Beneficiary Death Benefits .....	21
	Beneficiary Designation.....	22
	When A Participant Turns 70½ .....	23
	Special Circumstances .....	24
	Reciprocity.....	24
	Suspension Of Pension Benefits.....	24
	Qualified Domestic Relations Orders (QDROs) .....	24
	How to Apply For Pension Benefits .....	26
	How To Request Review And Appeal.....	27
	Other Important Information.....	29
	Your Rights As A Participant .....	29
A.	ERISA Rights.....	29
B.	Enforcing ERISA Rights.....	30
C.	More Information.....	30
D.	Service of Legal Process .....	31
	Identifying The Plan .....	31
	Plan Termination And Insurance .....	31
	Conclusion .....	33
	Appendix A.....	34

## INTRODUCTION

The Michigan Laborers' Pension Fund Plan (Plan) is a defined benefit pension plan that was created in 1968 under an Agreement and Declaration of Trust (Trust Agreement). The Trust Agreement has been periodically amended since 1968. The Plan provides retirement and disability benefits for eligible laborers and their families. Over the past fifty years, the Plan has provided millions of dollars in benefits earned by Union-represented Employees like you. The Plan covers the entire State of Michigan, except for the Detroit Metropolitan area.

The Plan is the product of collective bargaining between the Michigan Laborers' District Council, its affiliated Local Unions and several Employer Associations.

The Plan is administered, or managed, by a sixteen (16) member Board of Trustees. The Union and the Employer Associations each appoint eight (8) Trustees. The Trustees, who serve without compensation, are fiduciaries. This means that they must manage and operate the Plan prudently and in the exclusive and best interests of all Participants and Beneficiaries. The Trustees operate the Plan according to federal law, the Trust Agreement and other applicable legal documents. Upon written request to the Fund Office, you may receive information about whether a particular employer or employee organization is a sponsor of the Plan, and if so, the sponsor's address.

## CONTACT INFORMATION

### Union Trustees

Alex Zurek, Secretary  
Michigan Laborers' District Council  
1118 Centennial Way, Suite 100  
Lansing, MI 48917-9280

Michael Aaron  
Laborers' Local Union 1191  
2161 West Grand Boulevard  
Detroit, MI 48208

Geno Alessandrini  
Michigan Laborers' District Council  
1118 Centennial Way, Suite 100  
Lansing, MI 48917-9280

Bill Bass  
Laborers' Local Union 1076  
760 Joslyn Avenue  
Pontiac, MI 48340

Robert Malcolm  
Laborers' Local Union 499  
3080 Platt Road  
Ann Arbor, MI 48104-1808

Brent Pilarski  
Laborers' Local Union 1098  
345 Morley Drive  
Saginaw, MI 48601

Dan Husted  
Laborers' Local Union 1075  
P.O. Box 5188  
Flint, MI 48505

Arlander Washington  
Laborers' Local Union 355  
1500 E. Columbia Avenue  
Battle Creek, MI 49014

Geno Alessandrini, Jr. (Alternate)  
PO Box 863 North US 2  
Iron Mountain, MI 49801

Mark Pulice (Alternate)  
Laborers' Local Union 1191  
2161 West Grand Boulevard  
Detroit, MI 48208

### Employer Trustees

Mike Nystrom, Chairman  
MITA  
2937 Atrium Drive, Suite 100  
Okemos, MI 48864

Robert Coppersmith  
MITA  
2937 Atrium Drive, Suite 100  
Okemos, MI 48864

Kevin Cunningham  
Cunningham Construction  
2015 Goodrich, Box 1073  
Jackson, MI 49203

Dave Coates  
Grand River Construction  
5025 40<sup>th</sup> Avenue  
Hudsonville, MI 49426

Bart Carrigan  
AGC of Michigan  
2323 North Larch Street  
Lansing, MI 48906

Glenn Bukoski  
MITA  
2937 Atrium Drive, Suite 100  
Okemos, MI 48864

Mike Kettlewell  
Christman Constructors  
324 E. South Street  
Lansing, MI 48910-1627

Marie Stech  
Construction Labor Services  
8709 North 32<sup>nd</sup>  
Richland, MI 49083

Gary Benjamin (Alternate)  
Gundlach Champion, Inc.  
180 Traders Mind Road  
Iron Mountain, MI 49801

Scott D. Fisher (Alternate)  
AGC of Michigan  
2323 North Larch Street  
Lansing, MI 48906



# CONTACT INFORMATION

## FUND OFFICE

James E. Schreiber, Administrative Manager  
TIC International Corporation  
6525 Centurion Drive  
Lansing, Michigan 48917-9275

Toll free 877-MI-LABOR (877-645-2267)  
(517) 321-7502; fax (517) 321-7508  
[www.michiganlaborers.org](http://www.michiganlaborers.org)

Office Hours  
Monday through Friday  
7:30 a.m. to 5:30 p.m.

## PLAN COUNSEL

Christopher P. Legghio  
Legghio & Israel, P.C.  
Attorneys and Counselors at Law  
306 Washington Street, Suite 600  
Royal Oak, Michigan 48067

## PLAN AUDITOR

Bryan D. Stulz  
Benda, Grace, Stulz & Company, P.C.  
38800 Van Dyke Avenue, Suite 100  
Sterling Heights, Michigan 48312

## THE PENSION PLAN, THIS SUMMARY PLAN DESCRIPTION (SPD), AND THE BOARD OF

This *New* SPD summarizes important information about the Plan, as of September 1, 2015. It replaces and supersedes any prior Plan SPDs or Plan booklets. Please keep in mind that, although every attempt has been made to ensure that this SPD is complete and accurate, it is only a summary, and is not a substitute for the official Plan document.

The Plan documents, not the SPD, govern this Plan. If there is a conflict or inconsistencies between this SPD and the Plan documents, the Plan documents govern.

The Plan documents consist of the, including periodic amendments made to the Plan, and the Trust Agreement. You can review the Plan document itself -- that is, the un-summarized, formal, legal-language version of the Plan -- at the Fund Office.

Only the Board of Trustees can interpret the Plan, apply the Plan's rules, and make decisions affecting you, your Beneficiaries, and Plan operations. This includes all questions relating to eligibility for Plan benefits.

The Trustees act as a Board. So, no individual Trustee can bind the Plan or act on the Plan's behalf

Similarly, neither the Union, the Employers, nor any of their representatives can act on behalf of the Plan or bind the Plan. So, when you want information about the Plan, write to the Plan Office.

The Board intends to continue the Plan indefinitely. That said, the Board has the right to amend (including changing benefits), modify, or terminate the Plan partially or completely, at any time. If the Plan is amended (including by changing benefits), changed or terminated, you will receive a written notice.

Please review this SPD. Become acquainted with your Pension Benefits. If you have any questions, the Fund Office will assist you.

***Finally, no employee contributions are required or accepted by the Plan.***

# HOW THE PENSION PLAN OPERATES

## How The Plan Is Financed

The money to pay for Plan benefits and operating expenses comes from contributing Employers, who make contributions pursuant to collective bargaining agreements (CBAs) with the Union. Generally, these contributions are based on a collectively-bargained amount for each hour you work. These contributions are paid *only* by the Employers. These contributions are not deducted from your paychecks, although the contributions are usually noted on your pay stub. These collective bargaining agreements (CBAs) are available for examination at the Fund Office, and upon written request to the Fund Office, you may obtain a copy of any such agreement.

With the assistance and advice of investment professionals, the Fund prudently invests these contributions, then uses investment earnings to pay for Plan benefits and operating expenses.

## How The Plan Is Managed

The Plan is managed or administered by a 16-member Board of Trustees. The Union and the Employers each appoint an equal number (8) of the Trustees.

The Trustees are required by law to administer the Fund in your best interests and maintain the Fund in sound financial condition. The Trustees interpret the Plan, make Plan rules, and make decisions on all Fund-related matters, including benefit applications.

The Trustees hire professionals to help them operate the Fund. Many day-to-day functions, such as maintaining Fund records and processing pension applications, are handled by a professional administrative manager hired by the Trustees.

The Trustees also hire an actuary, independent auditors, and attorneys to advise and assist in prudently administering the Fund. In addition the Trustees hire highly-qualified investments advisors and managers to help manage the Plan's assets and investments.



# PARTICIPATION

## Becoming A Plan Participant

You become a Plan Participant when you are credited with at least 870 Hours of Work in 12-consecutive months in Covered Employment. Covered Employment means working for an Employer who is required by a CBA to make contributions to the Plan. You become a Participant of the first day of the month following the month in which you satisfy this requirement.

The 12 consecutive-month period begins on your date of hire.

But, if you are not credited with 870 Hours of Work in your *first* 12-consecutive months of employment, the starting date for measuring your 12-consecutive months is “rolled forward” month-by-month, until you are credited with 870 Hours of Work in 12-consecutive months.

### **Example 1**

You start work in Covered Employment on *August 1, 2014* and work 870 hours by *May 31, 2015* - ten (10) consecutive months later. You become a Plan Participant on June 1, 2015.

### **Example 2**

You start work in Covered Employment on *January 1, 2015* but works only 700 hours by *December 31, 2015* -- 12 consecutive months later. Because you have not worked the required 870 hours in 12 consecutive months starting from your first day of work, you are not yet a Participant.

So, the Fund “rolls” your start date forward by one month (from *January 1, 2015*

*to February 1, 2015*) and counts 12-consecutive months from February 1, 2015. Now, starting from February 1, 2015, if you have worked 870 hours by *January 31, 2016* in 12-consecutive months, you will become a Participant on February 1, 2016.

# BUILDING YOUR PENSION BENEFITS

## Eligibility For Pension Benefits And Years Of Service Credit

Becoming a Plan Participant is only the first step toward actually earning a pension and thereafter, increasing your pension benefit. To receive any type of benefits from the Plan, you must complete at least five (5) Years of Service -- that is, five (5) years in which you earn at least 870 hours in each year. This is called “vesting” and it is discussed more later.

Below we explain how a Year of Service is determined. (It has changed a number of times throughout the years.)

### **A. Credit For Covered Employment Before The Plan Began: That is, Before September 1, 1968**

For Covered Employment prior to September 1, 1968 -- before the Plan began -- you earn a Year of Service for each consecutive 12-month periods in which you worked in the Union’s geographic jurisdiction.

### **B. Credit For Covered Employment: August 31, 1968 And Before September 1, 1976**

You earn one (1) Year of Service for any Plan Year in which the Fund received 500 hours of Employer contributions on your behalf.

### **C. Credit For Covered Employment: September 1, 1976 And After**

From September 1, 1976 forward, you earn a Year of Service for each Plan Year in which you work at Covered Employment for at least 870 Hours of Work.

If you work less than 870, *but at least 435 Hours of Work*, you will receive credit for part of a Year of Service as follows:

- one-half Year of Service credit if you work 435 Hours of Work, and
- an additional one-tenth Year of Service for each 87 Hours of Work beyond 435 hours (to a total of up to a full year).

You will receive credit for work in Covered Employment for a contributing Employer even if the Employer fails to make required contributions on your behalf.

# BUILDING YOUR PENSION BENEFITS

## **D. Credit For Work, *Other Than Work In Covered Employment***

You can also earn Years of Service credit through ways other than actual work in Covered Employment, which are discussed below. But, Years of Service awarded under these categories *are used solely to determine eligibility for benefits. They are not used for benefit accrual.* That is, you cannot increase your pension benefit amount through contiguous service, or work with the Union or state or federal labor department. In other words, you cannot enhance or increase your pension benefit through the following credits:

### **1. Contiguous Non-Covered Employment Credit**

You may be entitled to what is called “Contiguous Non-Covered Employment Credit.” To qualify, you must work for a Contributing Employer, even when that Employer is not required to contribute to the Fund on your behalf under a CBA. But, your work for that Employer must be immediately before or immediately after your work for a Contributing Employer for which Fund contributions were required under a CBA.

This Plan’s Contiguous Service Agreement with the Operating Engineers' Local 324 Pension Fund may entitle you to credit for certain work, used to determine eligibility for benefits and the portion, if any, of the Accrued Benefit in which you are vested.

### **2. Credit for Work With The Union Or The Department Of Labor**

You may be entitled to credit for employment with LiUNA, any of its subordinate bodies, organizations with which LiUNA is affiliated, a state labor agency, or the U.S. Department of Labor. This credit would be computed based on the number of hours you would have normally worked if you had continued work for a Contributing Employer.

Once again, this credit is used *only* to determine eligibility and vesting. It does *not* increase the amount of your benefit.

### **3. Workers’ Compensation Credit**

Under certain conditions, you can receive Years of Service credit for vesting and eligibility purposes while you are injured, but only if you are collecting Workers’ Compensation Benefits.

Specifically, you may be entitled to credit for the period of your disability, if you are an Active Participant, who:

- becomes disabled due to an on-the-job injury or illness while working in Covered Employment, and
- receives Workers’ Compensation Benefits.

This credit count only toward vesting and eligibility for all benefits (except disability Retirement benefits), but would not affect the amount of these benefits.

## BUILDING YOUR PENSION BENEFITS

To request Workers' Compensation Credit, you must provide the Fund Office with documentation showing:

- the amount and duration of the weekly Workers' Compensation Benefits you collected,
- the amount and date of any Workers' Compensation Redemption (lump sum settlement) you received, and
- any other information requested by the Trustees.

**REMEMBER:** Any service credit you receive for contiguous non-covered employment, employment with the Union or Department of Labor, disability periods, or military service *does not* increase your pension benefit amount. The Plan uses these possible service credits solely to help you earn or maintain your eligibility for a pension benefit.

#### 4. Military Service Credit

Under certain circumstances, you are entitled, to Years of Service credit for time that you serve in the military (including the National Guard).

Specifically, if you are absent from Covered Employment because you were serving in any of the Armed Forces of the United States, you will receive credit toward a year Vesting Service for your period of military service in accordance with a federal law called the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

But, there are conditions attached to receiving this credit. In particular, you must make yourself available for worked in Covered Employment within the appropriate time prescribed by law following your return from military service. And, your discharge from service must *not* be dishonorable.

Contact the Fund Office if you have questions or wish to apply for credit for time spent in the military.

# BUILDING YOUR PENSION BENEFITS

## Vesting

Vesting is your non-forfeitable interest in the Plan.

Vesting is directly related to how many Years of Service you have. That is, Years of Service credit determines both when you have vested and the amount of your vested benefits. Once vested, you are entitled to Plan benefits and your benefits can not be lost or forfeited, even if you permanently leave Covered Employment. You may be either partially vested or fully vested.

Over the years, the vesting rules have necessarily changed. The vesting rules that apply to you are the rules that were in effect when you last earned credit for work in Covered Employment in the Union's geographic jurisdiction.

The Plan's vesting rules are summarized below:

- A. Before September 1, 1999: generally, partial vesting began when you completed five (5) Years of Service. Full vesting occurred after an accumulated ten (10) Years of Service, and
- B. On September 1, 1999 and thereafter: you become fully vested after completing five (5) Years of Service.

## Break In Service

A concept related to vesting are "Breaks in Service". Basically, if you have too many Breaks in Service before you vest, you could lose your credits and service time. There are two (2) types of Breaks in Service -- a one-year Break in Service and a permanent Break in Service. A Break in Service occurs when you have failed to earn the required Hours of Service during a Plan Year.

A one-year Break in Service is not, standing alone, fatal to your ability to earn benefits. But, a Permanent Break in Service is fatal. If you incur a permanent Break in Service, your credits and service time are cancelled.

Different rules apply to Breaks in Service before September 1, 1976 and Breaks in Service after that date. In general, *after September 1, 1976*, you will incur a one-year Break in Service in each Plan Year that you do not work at least 435 Hours. There are exceptions for Breaks in Service due to military service, disability, employment with LiUNA or other union-related and government entities, paternity or maternity leave, and personal and family medical situations. If you miss work due to leave under the Family and Medical Leave Act (FMLA), you will receive credit for up to 435 Hours of Work to help you avoid a Break in Service.



## **BUILDING YOUR PENSION BENEFITS**

One year, or "Temporary" Breaks in Service can lead to a Permanent Break in Service. If you are not vested and you have temporary Breaks in Service that equal the greater of (1) five years or (2) the total of your Years of Service before the Plan Year when your consecutive Breaks in Service Plan Years began, you will have a Permanent Break in Service. A Permanent Break in Service may cause you to lose all rights earned under the Plan. But, once you are vested, you can not suffer a Break in Service.

You may contact the Fund Office for information about the Break in Service rules and their application to your personal circumstances.

# HOW YOUR PENSION BENEFITS ARE DETERMINED

The amount of your benefits depends on your Years of Service and the Employer contributions credited on your behalf. Years of Service consist of "Past Service," "Future Service," and "Special Service." You also may be eligible for a Supplemental Temporary Benefit. These are summarized next.

## Years of Service

### A. Past Service

Past Service gives you credit for work in the Jurisdiction of the Michigan Laborers' District Council before September 1, 1968 (or, when represented by Laborer's Local 1329, before May 1, 1969). If you are an Active Participant when you retire, you will receive a monthly benefit of \$10.40 for each of your years of Past Service, up to a maximum of 20 years.

### B. Future Service

Future Service gives you credit for work at Covered Employment on or after September 1, 1968 (including hours worked under a reciprocity agreement with another fund, provided contributions for such hours are transferred to this Fund). Credit for Future Service is subject to the following rules:

- If you became inactive after August 31, 1979, for your work from September 1968 through August 31, 1979 you will receive a Future Service benefit of 4.25% of the Employer contributions made or required to be made on your behalf for each Plan Year you worked enough hours to earn a Year Of Service.
- If you became inactive on or before August 31, 1979, your Future Service benefit is controlled by the Plan provisions in effect when you became inactive.
- For your work after August 31, 1979, you will receive a Future Service benefit of \$4.35 for each 100 hours you worked at Covered Employment, but only if you work enough hours during that Plan Year to earn a Year Of Service *and* only if you became inactive *after* August 31, 1990 and before September 1, 1992.
- If you became inactive after August 31, 1992 and before September 1, 1993 the rate of credit is \$4.85 for each 100 hours worked at Covered Employment.

## HOW YOUR PENSION BENEFITS ARE DETERMINED

- If you became inactive after August 31, 1993 and before September 1, 1994 the rate of credit is \$5.08 for each 100 hours worked at Covered Employment.
- If you became inactive after August 31, 1994 and before September 1, 1996, the rate of credit is \$5.27 for each 100 hours worked at Covered Employment.
- If you became inactive after August 31, 1996 and before September 1, 1997, the rate of credit is \$5.50 for each 100 hours worked at Covered Employment.
- If you became inactive after August 31, 1997 and before September 1, 1998, the rate of credit is \$6.20 for each 100 hours worked at Covered Employment.
- If you became inactive after August 31, 1998 and before September 1, 1999, the rate of credit is \$7.23 for each 100 hours worked at Covered Employment.
- If you became inactive after August 31, 1999 the rate of credit is \$7.31 for each 100 hours worked at Covered Employment.

If you become inactive after December 31, 2011, the rate of credit is \$7.31 for each 100 hours worked at Covered Employment before January 1, 2012, and \$7.00 for each 100 hours of Covered Employment after December 31, 2011. You do not have to earn a Year of Service to receive Future Service Credit during the Plan Year in which you first become a Participant.

A separate pension plan that once covered persons represented by Laborers' Local 1075 in Flint, Michigan (Flint Plan) was merged into this Plan on September 1, 1991. Benefits earned under the Flint Plan were computed under a different formula. All of these benefits were preserved under the merger, but are now payable by this Plan. Flint Plan benefits are covered in Appendix A at the back of this SPD.

Again, you may contact the Fund Office to get information about how these rules apply to your personal circumstances.

### **C. Special Service**

Special Service gives you credit for work and contributions made to the Fund on your behalf before September 1, 1968 (or, when represented by Laborer's Local 1329, before May 1, 1969). You may be eligible for Special Service Credit:

- (1) if you worked in the Jurisdiction of the Outstate Michigan Laborers' Pension Plan (Local 998 or Local 1098) or the Michigan Highway Construction Industry Laborers' Pension Plan (Local 1191) and had contributions made on your behalf, or

## HOW YOUR PENSION BENEFITS ARE DETERMINED

- (2) if you worked in the Jurisdiction of the Laborers' Pension Trust Fund-Detroit and Vicinity and the contributions made to that fund on your behalf were transferred to this Fund under a reciprocity agreement.

Beginning on September 1, 1989, the Special Service benefit is 4.25% of the Employer contributions transferred to this Fund for a Participant.

### SUPPLEMENTAL TEMPORARY BENEFITS (STB)

This is an additional and temporary monthly benefit, the STB, provided to retirees who (1) are receiving normal or early Retirement benefits and (2) began receiving benefits before age 64. If you retired after August 31, 2000, the amount of the STB is determined by your years of Future Service Credit, in accordance with the following chart.

Years of Future Service Credit	Amount of STP
More than 5, but less than 15	\$25
More than 15, but less than 25	\$30
25 or more	\$35

The STB ends 36 months before you become eligible for unreduced Social Security benefits. Generally, the STB is paid only to eligible Participants between the ages of 60 and 64, but, Participants who retire under the Plan's "30 Years and Out" or "Index 80" features may begin receiving this temporary benefit as soon as they retire.

Beginning on April 1, 2010, STP will not be paid to Active Participants who become eligible for Total and Permanent Disability on or after that date. Further, work performed on or after that date will not be considered in determining whether you are eligible for the STB, or the amount of that benefit.

Also beginning on April 1, 2010, you cannot receive a STB prior to the age of 55. There is, however, a "phase in schedule" based on points (the same points which are used to determine eligibility for the Index 80 or Index 85 rules, based on the following chart:

Vesting Service or "Rule of 80" Points	STP Start Date
30 Years of Vesting Service, or at least 80 Points	No restrictions
29 Years of Vesting Service, or 78-79 Points	First day of the month after Participant reaches age 50
28 Years of Vesting Service, or 76-77 Points	First day of the month after Participant reaches age 51
27 Years of Vesting Service, or 74-75 Points	First day of the month after Participant reaches age 52
26 Years of Vesting Service, or 72-73 Points	First day of the month after Participant reaches age 53
25 Years of Vesting Service, or 70-71 Points	First day of the month after Participant reaches age 54
Less than 25 Years of Vesting Service and less than 70 Points	First day of the month after Participant reaches age 55

## HOW YOUR PENSION BENEFITS ARE DETERMINED

Notwithstanding, beginning January 1, 2012, several additional changes were made to the STB. First, you must be at least 60 years old to qualify for the benefit (before January 1, 2012, a Participant could receive the STB before age 60 if they retired under the “30 and out” or “Index 80” feature). In addition, the Plan will pay you a maximum of 3 years (36 monthly payments) of STB. These payments must not start earlier than 6 years before your Social Security Normal Retirement Age (SSNRA) and must end not later 3 years before your SSNRA. Second, the amount of the STB was decreased according to the following chart:

Years of Future Service Credit	Before January 1, 2012	After January 1, 2012
More than 5, but less than 15	\$25	\$15
More than 15, but less than 25	\$30	\$20
25 or more	\$35	\$25

Third, Participants currently receiving the STB will have it reduced by 10 percent.

Again, you may contact the Fund Office for information about how these rules apply to your personal circumstances.

## DECIDING HOW YOU WANT YOUR MONTHLY BENEFITS PAID

Normal or early Retirement benefits are payable in five forms. The monthly benefit amount depends on the selected form.

The standard form for an unmarried Participant is the Straight-Life Benefit. The standard form for a married Participant is the Qualified Joint and Survivor Benefit. Subject to certain conditions, the Plan also offers a Life-Ten Years Certain Benefit form.

If you are unmarried at the time of your normal or early Retirement, you will receive the Straight-Life Benefit or the Life-Ten Years Certain Benefit. If you are legally married at the time of your normal or early Retirement, you get the 50%, 75%, 100% Qualified Joint Survivor, Straight-Life and the Life-Ten Years Certain Benefit forms. Your spouse must consent in writing, witnessed by a Notary Public or an authorized Fund representative if you want benefits in any form other than the 50%, 75% or 100% Qualified Joint and Survivor forms.. Beginning on June 26, 2013, federal law defines “spouse” to include a same sex spouse of a Participant. Also effective on that date, the Plan will recognize any and all same sex marriages that are valid in the state where the marriage occurred.

You must elect the form under which you will receive benefits, subject to the consent of your spouse if required, at the time you apply for benefits. Once you select a form and the Fund has made a payment, you cannot change the form unless you receive benefits under a Qualified Joint and Survivor form and your spouse dies before you. If that happens, remaining future benefits will be paid to you under the Straight-Life form. If you retired while married and elected a



## HOW YOUR PENSION BENEFITS ARE DETERMINED

Qualified Joint and Survivor form, and your spouse dies after the election but you later remarry, you can elect to cover the new spouse under the same spousal option elected at the time you first retired. Next, this booklet summarizes the available benefits forms.

### **A. The Straight-Life Benefit Form**

The Straight-Life Benefit is the Plan's basic form. It pays benefits each month for the Participant's life. It provides the highest available monthly pension, but payments end when the Participant dies.

When the value of a benefit totals under \$5,000, however, a lump sum payment will be made to the Participant or to the Participant's Beneficiary, instead of other payment forms. Twenty percent of the single sum distribution will be withheld as federal income tax unless the Participant rolls the distribution into an IRA or other tax-qualified plan. You may contact the Fund Office for information about how this rule applies to your personal circumstances.

### **B. The Qualified Joint And Survivor Benefit Forms**

Three Qualified Joint and Survivor (QJS) Benefit forms are available to Participants who are married when they retire.

#### **1. The 50% QJS form**

Under this form, a reduced benefit is payable each month for the Participant's life. The Participant's Surviving Spouse will then receive, monthly, for the rest of her or his life, 50% of the monthly amount the Participant had been receiving. The monthly amount under this form is determined by calculating the Participant's Straight-Life Benefit and reducing it by actuarial factors which take into account the Participant's age and their spouse's age at the time Retirement benefits are to begin.

#### **2. The 75% QJS form**

This benefit is like the 50% QJS form except that, should the Participant die first, the Surviving Spouse receives 75% of the monthly amount the Participant had been receiving. The reduction at the time the Participant retires will be greater under the 75% QJS form than under the 50% QJS form.

#### **3. The 100% QJS form**

This benefit is like the 50% and 75% QJS forms except the Participant's Surviving Spouse receives 100% of the monthly amount the Participant had been receiving. The reduction at the time the Participant retires is greater under the 100% QJS form than under the 50% and 75% QJS forms.

## HOW YOUR PENSION BENEFITS ARE DETERMINED

### **C. The Life-Ten Years Certain Benefit Form**

This benefit provides the Participant with (1) a reduced monthly benefit for life, and (2) the guarantee that either the Participant or the Participant's surviving Beneficiary will receive monthly payments for at least a total of ten years (120 months). Payments to the surviving Beneficiary will be unreduced, *i.e.*, will be the same amounts as those made to the Participant, for the remainder of the ten-year post-Retirement period. If the Participant lives longer than ten years after Retirement, monthly pension payments continue for the Participant's lifetime, but no benefits would be paid after the Participant's death.

Monthly amounts under this form are determined by calculating the Straight-Life Benefit and reducing it by an actuarial formula that considers the Participant's age and life expectancy. A Participant who is married at the time of Retirement can elect this form only with the consent of the spouse, in a writing witnessed by a Notary Public or an authorized Fund representative.

### **D. Calculation To Assist Your Election Of The Payment Form**

When you submit your Retirement application, the Fund Office will calculate the monthly benefits payable under the Straight-Life Benefit form, the 50%, 75%, and 100% Qualified Joint Survivor Benefit forms, and the Life-Ten Years Certain Benefit form. The Fund Office also will calculate these benefit amounts for you at other times at your request. These calculations will help you decide which form is best for you. The Fund Office can provide information and answer questions about how the rules apply to your circumstances. The Fund Office cannot, however, provide personal advice. You may want to seek advice from retirement planning professionals, who can take into account information provided by the Fund Office, your Social Security benefits, any other income sources, and other circumstances particular to you and your family.

# **BENEFITS**

## **NORMAL RETIREMENT BENEFITS**

A Participant shall attain normal retirement Age on the later of the 65<sup>th</sup> birthday or on the fifth anniversary of the date of participation in the Plan. You may also be eligible for normal retirement benefits if, at the time of Retirement you (1) are an Active Participant, (2) are at least 60 years old, and (3) have at least five Years of Service. Your monthly benefits will be based on your (1) Past Service Credit, if any, (2) Special Service Credit, if any, and (3) Future Service Credit. In some circumstances, you may also be eligible for a STB (which was discussed earlier).

## **EARLY *UNREDUCED* RETIREMENT BENEFITS**

You may be eligible for unreduced Retirement benefits at any age if at the time of Retirement (1) you qualify for “30 Years and Out” Retirement because you have completed at least 29.5 Years of Service, at least 10 of which were after September 1, 1968; or (2) you qualify for “Index 80” Retirement because the sum of your age and Years of Service equals or exceeds 79½ years (or Index 85, after January 1, 2012). If you qualify, your monthly benefits will be based on your (1) Past Service Credit, if any, (2) Special Service Credit, if any, and (3) Future Service Credit. In some circumstances you may also be eligible for the STB.

## **BENEFITS**

### **A. "30 Years and Out" Retirement**

You may be eligible for unreduced benefits if, at the time of Retirement, you have been credited with at least 29.5 Years of Service (excluding Contiguous Non-Covered Employment and certain other work credits). At least 10 of those years must have been after August 31, 1968. This is the "30 Years and Out" rule. Only Participants who have had at least 435 Hours of Work in either the current Plan Year or the Plan Year immediately before the year in which they retire are eligible to retire under the "30 Years and Out" rule.

### **B. "Index 80" Retirement**

You may be eligible for unreduced benefits for benefits you earned prior to January 1, 2012 if, at the time of Retirement, the sum of your (1) Years of Service (excluding Contiguous Non-Covered Employment and certain other work credits), and (2) your age, equals or exceeds 79½ years. This is the "Index 80" rule. Only Participants who had at least 435 Hours of Work in either the current Plan Year or the Plan Year immediately before the year in which they retire are eligible to retire under the "Index 80" rule.

Beginning January 1, 2012, the "Index 85" rule applies. This means that you will be eligible for unreduced benefits earned after December 31, 2012 if, at the time of Retirement, the sum of your (1) Years of Service (excluding Contiguous Non-Covered Employment and certain other work credits), and (2) your age, equals or exceeds 85 years. If you retire and meet the Index 80 rule but not the Index 85 rule, your benefits earned prior to January 1, 2012 will be unreduced, and your benefits earned after January 1, 2012 will be reduced.

## **EARLY REDUCED RETIREMENT BENEFITS**

You may be eligible for early reduced Retirement benefits if, at the time of Retirement, you (1) are an Active Participant, (2) are between ages 55 and 65, and (3) have had at least ten Years of Service. If you qualify, your monthly benefits will be based on (1) your Past Service Credit, if any, (2) your Special Service Credit, if any, and (3) your Future Service Credit, actuarially reduced based on your age at early Retirement. The amount will be based on your Accrued Benefits reduced by 1/2 of 1 percent for each complete calendar month that you are under age 60 at the time of Retirement. However, beginning on April 1, 2010, if you are an Inactive Vested Participant, your early reduced Retirement benefit will be reduced from age 65 instead of age 60.

Again, you may contact the Fund Office for information about how these rules apply to your personal circumstances.

# BENEFITS

## DEFERRED VESTED BENEFITS

Once vested, you are entitled to benefits at the time of Retirement. This is so even if you are no longer an Active Participant because of a Break in Service or you leave the Jurisdiction and no longer work for Employers. However, payment of these vested benefits are "deferred" until your Retirement. Generally, you must begin receiving deferred vested benefits not later than the first day of April following the calendar year in which you reach age 70½. As noted earlier, in some circumstances you may be eligible to take early Retirement and continue to work. Again, you may contact the Fund Office for information about these rules and their application to your personal circumstances.

## DISABILITY RETIREMENT BENEFITS

You may be eligible for disability Retirement benefits if:

1. The Trustees find that you are totally and permanently disabled,
2. Your disability occurred while you were an Active Participant,
3. You have at least 5 Years of Service (not counting contagious non-covered service), and
4. You are under age 60.

A total and permanent disability is a disability that makes you unable to work, but which is not caused by alcoholism or self-inflicted injury, and did not occur while you were engaged in a crime, among other things.

Your Years of Service can determine the amount of your benefit.

- If you have less than 5 Years of Service:

Generally, if you have less than five Years of Service at the time of disability, you will receive disability Retirement benefits based on the Employer contributions made to the Fund for which you received Future Service Credit. If those Employer contributions are \$5,000 or less, you will get a single cash payment equal to the amount of the credited contributions. If the Employer contributions were more than \$5,000, you can choose either (1) a single cash payment, if your spouse consents in writing to the cash payment, or (2) reduced monthly benefits for life, with a further reduced benefit for your Surviving Spouse. Effective April 1, 2010, the Fund may not make a lump sum payment greater than \$5,000.

- If you have between 5 and 10 Years of Service:

If you have at least five, but less than ten, Years of Service at the time of disability, you have two options, based on the cash value of your vested benefit. If the value is \$5,000 or less, your disability Retirement benefit is either (1) the actuarial equivalent of the benefits you would have been entitled to at age 60 as a deferred vested benefit, but in a single cash payment, or (2) if you wait until age 60, you can get the regular deferred vested benefit. If the cash value is more than \$5,000, you can choose (1) a single payment of the cash value of



## BENEFITS

your regular benefits, if your spouse consents in writing to the cash payment, (2) a reduced monthly benefit for life, with a further reduced benefit for your Surviving Spouse, or (3) a regular Retirement benefit, instead of taking the disability Retirement benefit at the time of disability. Once again, beginning on effective April 1, 2010, the Fund may not make a lump sum payment greater than \$5,000.

- If you have more than 10 Years of Service:

If you have ten or more Years of Service at the time of disability, you can receive a monthly disability Retirement benefit equal to your Accrued Benefit or \$50.00 monthly, whichever is greater.

Effective March 1, 2007, eligibility for disability Retirement benefits for Participants with at least 5 Years of Service will be determined according to the following chart:

Years of Service	Description of Disability Benefit
5	25% of accrued benefit payable for 5 years
6	30% of accrued benefit payable for 6 years
7	35% of accrued benefit payable for 7 years
8	40% of accrued benefit payable for 8 years
9	45% of accrued benefit payable for 9 years
10	50% of accrued benefit payable to age 60
11	55% of accrued benefit payable to age 60
12	60% of accrued benefit payable to age 60
13	65% of accrued benefit payable to age 60
14	70% of accrued benefit payable to age 60
15	75% of accrued benefit payable to age 60
16	80% of accrued benefit payable to age 60
17	85% of accrued benefit payable to age 60
18	90% of accrued benefit payable to age 60
19	95% of accrued benefit payable to age 60
20 or more	100% of accrued benefit payable to age 60

In addition, disability Retirement benefits beginning after April 1, 2010 will be limited to \$1,000 per month for Participant's who do not have a Social Security Disability Award.

Finally, all Participants receiving a Disability Retirement Benefit will be subject to a review and will be contacted by the Fund Office.

# BENEFITS

## A. What A Participant Should Do If Disabled

A Participant who becomes disabled should obtain an application for disability Retirement from the Participant's local union, the Fund Office, or [www.michiganlaborers.org](http://www.michiganlaborers.org), and submit the completed application to the Fund Office.

A completed "Physician's Medical Report" must be submitted to support an application. Any Social Security disability determination also should be submitted. The Trustees' review of disability benefits applications may include consideration of any Social Security disability awards and the medical opinions of physicians retained by the Fund Office. As discussed in more detail below, after January 1, 2012, the Trustees review *will* consider Social Security Disability awards.

Absent limited extenuating circumstances, an application for disability Retirement benefits *must* be submitted to the Fund Office within one year of the date the applicant becomes disabled. Again, you may contact the Fund Office for information about the rules and their application to your personal circumstances.

## B. The Duration Of Disability Benefits

Generally, once approved by the Trustees, monthly disability Retirement benefits continue until one of the following occurs:

- 1 the Participant becomes eligible for early unreduced Retirement benefits, or
- 2 the Participant is again employed or engaging in a regular occupation, or
- 3 the Trustees determine that the Participant is medically able to resume regular employment, or
- 4 the Participant is unable or unwilling to submit a physician's report, a Social Security disability determination, or other required evidence of total and permanent disability.

A number of important changes were made to disability Retirement benefits that begin on or after January 1, 2012. First, you must be approved for Social Security Disability to receive disability Retirement benefits for more than 2 years (24 months). Second, until you receive a Social Security Disability Award, your disability Retirement benefits will be limited to \$1,000 per month (even if your Years of Service would otherwise entitle you to more). Third, if you are granted Social Security Disability benefits and your disability Retirement benefit would have been greater than \$1,000 a month (but was limited because you had not yet received the Social Security Disability Award), the Fund will pay you the difference between the \$1,000 cap and what your benefit would have been without the cap, for a maximum of 2 years (24 months).

Again, you may contact the Fund Office for information about the rules and their application to your personal circumstances.

# BENEFITS

## SURVIVING SPOUSE AND DEATH BENEFITS

These benefits are subject to rules and computations based on the deceased Participant's vesting status, Years of Service, and eligibility for various Retirement forms. Participants, Surviving Spouses, and Beneficiaries may get information about the rules and computations and their application to individual circumstances from the Fund Office.

### A. One-Time Death Benefit For Vested Participants

A one-time death benefit generally will be payable to a surviving Beneficiary of a vested Participant who, at the time of death, had not received normal, early, or deferred vested benefits and no other Surviving Spouse benefits are payable. If a one-time death benefit is payable, generally it will total 75% of Employer contributions made to the Fund on the Participant's behalf, to a maximum of \$20,000 (or, after April 1, 2012, up to a maximum of \$5,000).

### B. Surviving Spouse Death Benefits

There are four forms of benefits that may be payable to eligible Surviving Spouses of vested Participants who die *before* Retirement. They are:

- (1) lifetime monthly benefits, starting immediately after the Participant's death,
- (2) deferred lifetime monthly benefits, starting when the deceased Participant would have been entitled to begin monthly benefits,
- (3) a single sum cash payment equal to the greater of the regular death benefits or the single sum value of deferred monthly benefits, calculated on the basis of actuarial factors, or
- (4) monthly benefits, starting immediately after the Participant's death, payable to the Surviving Spouse for 60 months.

A Surviving Spouse eligible for more than one of these forms may elect only one. Election must be made within 90 days after the Fund Office notifies the eligible Surviving Spouse of the available choices. If a Surviving Spouse receives a single sum or the 60-month benefit, 20% of each payment will be withheld as federal income tax unless the spouse rolls that payment directly into the Surviving Spouse's IRA or other tax-protected account.

**Effective April 1, 2010, the Fund may not make a lump sum payment greater than \$5,000.**

# BENEFITS

## C. Additional Surviving Spouse Or Beneficiary Death Benefits

In addition to other benefits, the Surviving Spouse or Beneficiary of a deceased Participant may be eligible for a lump sum death benefit according to the following schedule, based on Years of Service:

Years of Service	Amount of Death Benefit
5 years, but less than 10 years	\$1,000
10 or more years, but less than 15 years	\$2,000
15 or more years, but less than 20 years	\$3,000
20 or more years	\$5,000

## BENEFICIARY DESIGNATION

Each Participant should designate a Beneficiary, in writing, on a data card submitted to the Fund Office.

Generally, a Participant may designate anyone as Beneficiary, but if the Participant is or gets married, certain restrictions apply. If a Participant is married for at least one year, their spouse automatically is the Beneficiary, *unless* the Participant names someone else *and* the spouse consents to the designation of another Beneficiary. The spouse's consent must be in writing witnessed by a Notary Public or authorized Fund representative.

If a Participant has no Surviving Spouse and did not designate a Beneficiary, any available death benefits will be paid to the Participant's surviving children in equal shares. If there is no Surviving Spouse, designated Beneficiary, or surviving child or children, any available death benefits will be paid to the deceased Participant's estate. The Fund Office can provide information about these rules and their application to individual circumstances.

If you have not designated a Beneficiary and would like to do so, or if you would like to change your Beneficiary, obtain a data card from your local union, the Fund Office, or [www.michiganlaborers.org](http://www.michiganlaborers.org), and return the completed card to the Fund Office. Your designation will be effective once received by the Fund Office.

## WHEN A PARTICIPANT TURNS 70½

A Participant generally must begin receiving Retirement benefits not later than the first day of April following the calendar year in which the Participant turns age 70½, but may elect a later retirement date if still working in Covered Employment. In addition, monthly benefits will not be suspended if the Participant returns to work after the first day of April following the calendar year in which the Participant reaches age 70½. These rules generally let Participants work and draw pension benefits.

If a Participant not working in Covered Employment elects to start benefits later than age 70½, the benefits still will be taxable beginning on April 1 following the calendar year in which the Participant reaches age 70½, even if the Participant does not actually receive any benefits.

When you are nearing age 70 and not yet receiving Plan benefits, you may contact the Fund Office for information about the application of these rules to your personal circumstances.



## SPECIAL CIRCUMSTANCES

### RECIPROCITY

The Fund may have reciprocity agreements with other pension funds. Under reciprocity agreements, a Participant who works in the jurisdiction of another fund may request that contributions paid to, and credit in, the other fund, be transferred to this Fund. Currently, the Fund has three types of reciprocity agreements. First, there is an agreement to pro-rate reciprocity between this Fund and the Laborers' Pension Trust Fund-Detroit and Vicinity. Under this agreement, Years of Service earned in either generally count in both for the purpose of eligibility. Second, the Fund has “the money follows the person” reciprocity agreements with several other pension funds. Under these agreements, all contributions go the Employee’s home fund. Third, the Fund is a party to the LiUNA Pro-Rata Pension Reciprocity Agreement. Under this agreement, a Participant in certain pension plans may be eligible to receive a partial pension from multiple plans.

You may get information from the Fund Office about reciprocity and your personal circumstances.

### SUSPENSION OF PENSION BENEFITS

Retirement benefits that you are receiving may be suspended if (1) you become employed, or self-employed, for at least 40 Hours of Work in any calendar month, in the same industry in which any contributing Employer was engaged at the time you first retired, (2) such work is within the State of Michigan or within the jurisdiction of a participating local union whether within or out of the State of Michigan.

If you intend to return to work after you begin receiving Retirement benefits, you must notify the Fund Office in advance. You must also notify the Fund Office when you stop working after Retirement, or when the conditions for suspension of benefits change, so that suspended monthly benefits can be resumed. All notifications to the Fund Office should be in writing. The Fund's suspension of benefit rules are based on Department of Labor regulations. You may contact the Fund Office for information about the rules and their application to your individual circumstances.

### QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs)

ERISA generally prohibits a Participant from assigning or transferring pension benefits to another person. There are, however, exceptions to this rule. One exception involves a qualified domestic relations order (QDRO), which is a court order addressing divorce, alimony, or child support.

If your divorce terms call for assignment of a portion of your pension to your spouse, you may eliminate unnecessary legal fees, save time, and avoid problems if you have your attorney, or your spouse's attorney, contact the Fund Office to assure that your divorce judgment satisfies the legal requirements for pension assignment. QDRO rules can be technical, so it is best to provide your proposed divorce judgment to the Fund Office for review before presenting it to the divorce court. The Fund Office will confirm that your proposed judgment satisfies the legal requirements for QDROs or, if the proposed judgment does not satisfy these requirements, the Fund Office will

## **SPECIAL CIRCUMSTANCES**

identify needed corrections that your attorney, or your spouse's attorney, can make to comply with ERISA.

Because there are costs associated with reviewing QDROs, and because those costs continue to rise, the Fund now charges you (or your former spouse, or both you and your former spouse) a QDRO fee. The fee is computed to be the actual cost for professional and administrative services, not to exceed \$2,000.00 per QDRO. It is payable when the QDRO is reviewed, or when benefits are paid, if later. The QDRO fee will be split between you and your former spouse as called for in the QDRO. If the QDRO does not specify, then the Plan will split the fee proportionately between you and your former spouse.

## HOW TO APPLY FOR PENSION BENEFITS

To apply for benefits, you must first complete a request for application form. This form, and others, can be obtained from the Fund Office, from your local union, or at [www.michiganlaborers.org](http://www.michiganlaborers.org). The Fund Office can answer questions concerning the request for application forms.

When the Fund Office receives your request for application form, it will calculate the amount of benefits you are entitled to under each of the payment forms available to you and will send you that information with a benefit application form.

On your completed benefit application form, you will specify the date on which you want your pension to begin. The Trustees will do their best to comply with your selected date. If you do not return your completed application to the Fund Office, or if it is returned after a 180-day period, the Trustees will conclude that you decided not to retire at that time and will take no further action.

Please file your request for application form well before the date on which you plan to retire to make sure there is adequate time for the Fund to process your application and for you to supply any missing information and make important choices about your benefits.

## HOW TO REQUEST REVIEW AND APPEAL

After you submit your application to the Fund Office, the Trustees will determine the amount and forms of benefits to which you are entitled based on your Years of Service and other factors mentioned throughout this SPD. The Trustees generally will act on your application at their next regular meeting, if your application is received by the Fund Office at least 30 days before that meeting. Otherwise, the Trustees generally will act on your application at the second regular meeting following the date on which the Fund Office receives your application. If the Fund cannot act on your application --because, for example, it does not contain all needed information --the Fund Office will notify you. Once your application is complete and the Trustees act on it, you will be sent notice of the Trustees' action. Generally, notice will be sent within five days of the meeting at which the Trustees act on your application.

If your application is totally or partially denied, the Fund Office will provide you with a written explanation containing the following information:

- (1) the reasons why your Application was denied,
- (2) the Plan provisions on which the denial was based,
- (3) a description of additional information, if any, needed to complete or correct your application, and an explanation as to why that information is needed,
- (4) notice that you are entitled to receive, on request, and free of charge reasonable access to documents, records, and other information in the possession of the Fund related to your application and the Fund's denial, and
- (5) a description of the steps you must take to appeal the denial, along with notice of your right to sue the Fund if you believe that your application was denied improperly.

If the Fund Office intends to deny your application, it may contact you before you are sent formal notice that your application is denied and provide you informally with an explanation. You may, but you are not required to, discuss the circumstances with the Fund Office informally.

Once the Trustees formally act on your application, if you do not agree with the action taken you have the right to appeal to the Trustees for further review, using the following procedures.

1. Within 60 days after you receive formal notice denying your application, you must notify the Fund Office in writing that you want to appeal and have your application reviewed again by the Trustees or a Trustee committee, stating whether you request to appear in person for a hearing.

## HOW TO REQUEST REVIEW AND APPEAL

2. Your written request for review and appeal should include all the reasons why you believe denial was incorrect, along with any supporting documentation and information. At your request, at no cost to you, the Fund Office will make available information from its records which reasonably might help you present your appeal. The review and appeal will consider statements, documents, records, and other information submitted to the Fund Office by you, or by your representative, without regard to whether that information was submitted or considered when your application originally was denied.
3. If you request and are granted an in-person hearing by the Trustees, you may appear at the hearing for yourself or through a representative of your choice. If you do not request, or are not granted, a hearing, the Fund Office will present your written appeal to the Trustees or to a committee of Trustees appointed by the Board of Trustees.
4. The Trustees, or the committee appointed by the Board of Trustees and authorized to act on behalf of the Board, will review and consider your appeal, decide your appeal, and notify you in writing of the decision. The notice will include the reasons for the decision and references to the Plan rules on which the decision is based. The notice will again state your right to relevant information, explain any remaining appeal procedures, and again state your right to sue the Fund if your appeal was denied and you believe your application and appeal were denied improperly.

Special procedures apply to disability Retirement benefits denials and appeals. If the Trustees deny your disability Retirement application, they will inform you of the rules governing disability determinations. If your application was denied based on scientific or clinical or medical judgments, the notice will identify those judgments. If you appeal, the Trustees may consult with healthcare professionals with appropriate training and experience. If the Trustees deny your appeal, you will be notified of the reasons and the names of any healthcare professionals whose judgments the Trustees relied on in denying your appeal.

You may, at your own expense, get legal advice and representation and have your legal representative participate at any stage of the review and appeal process. Generally, before beginning any legal action, or proceedings before administrative agencies regarding any decisions made by the Trustees, you must complete the application and review and appeal procedures. The Fund Office and Fund Counsel will not and cannot provide you with legal advice. Again, you may, at your expense, get legal advice and representation from lawyers selected and retained by you. The Fund Office can provide you with information about the application and review and appeal procedures. You may contact the Fund Office with written inquiries sent to:

**Michigan Laborers' Pension Fund  
6525 Centurion Drive  
Lansing, Michigan 48917-9275**

## OTHER IMPORTANT INFORMATION

### YOUR RIGHTS AS A PARTICIPANT

ERISA sets standards for the design and operation of privately-sponsored pension plans. ERISA also includes certain rights and protections for Participants and Beneficiaries. These are summarized next.

#### A. ERISA Rights

1. You are entitled to receive a SPD (this booklet) summarizing important information about the Plan.

2. You are entitled to be timely notified of material—meaning significant and substantial—changes in the Plan.

3. You are entitled, each year, to a summary of the Fund financial report. You are entitled, on request, to the full annual financial report.

4. You are entitled to examine, without charge, documents relating to the Plan, including the Plan, the Trust Agreement, any related insurance contracts and collective bargaining agreements, the latest SPD and financial report, and all documents filed by the Plan with the U.S. Department of Labor or the Internal Revenue Service, such as the summary annual report (Form 5500). You are entitled to examine these documents at the Fund Office during normal business hours. If you wish to review documents, you must submit a written request to the Fund Office, specifying what documents you want to review, at least three working days in advance, to arrange an appointment. In the alternative, under some circumstances you can make arrangements to have the documents available for your review at a work site at which 50 or more Participants report to work or at a Union location. You generally must make these arrangements at least ten days in advance of the desired review date.

5. You are entitled to copies of Plan documents upon written request submitted to the Fund Office. Under ERISA, the Fund may charge you for photocopying the requested documents. You are entitled to know what the copying charge will be in advance. You may contact the Fund Office to arrange for copies and to ask about photocopying charges.

6. You are entitled, once a year, on request, to have the Fund provide you with a statement telling you what your benefits would be at normal Retirement age if you were to stop working at that time. If you are not vested, the statement will tell you how many more Years of Service you need to vest. Under ERISA, you are entitled to this annual statement in writing, without charge.

7. The Board of Trustees may change the Plan from time to time. It may do this to make changes required by law or when it determines changes are appropriate. You are entitled to be notified in writing of any material changes.

8. Under ERISA, certain people involved in operating pension plans are fiduciaries. Here, the Trustees and other fiduciaries have the duty to operate the Plan prudently, in conformity with the Plan documents, and in the interests of Participants and Beneficiaries.

9. You are entitled to exercise your ERISA rights. Under ERISA, neither your Employer, nor the Union, nor any other person may discriminate against you, or in the case of your Employer, fire or discipline you, to prevent you from obtaining pension benefits or in retaliation for exercising your ERISA rights.



## OTHER IMPORTANT INFORMATION

### B. Enforcing ERISA Rights

1. You are entitled to enforce your ERISA rights. If you request materials to which you are entitled and you do not receive them from the Fund Office within 30 days of your request, for example, you may file suit in federal court and may be awarded up to \$110 dollars per day until you receive the requested materials if they were wrongfully withheld. Before taking legal action, you may contact the Fund Office to make sure that your request was received and that the Fund has your current contact information, and to find out why you have not received requested materials.

2. The Trustees will try to resolve any differences with Participants fairly, promptly, and consistent with the Plan, Fund rules, and ERISA, but there always is the possibility that differences will not be resolved. You may file suit in state or federal court to address differences if you believe that your benefits application has been improperly denied or if you were otherwise denied rights under ERISA or the Plan. Before suing, generally, you must first complete Fund review and appeal procedures. A court may direct a fully or partially prevailing party to pay some or all of an opposing party's fees and costs associated with a lawsuit to enforce rights under ERISA or the Plan. Again, you may at your own expense get legal advice and representation about your rights and to enforce those rights.

3. If you believe that Plan fiduciaries misused Fund money or discriminated against you for exercising ERISA rights, you may seek assistance from the U.S. Department of Labor and, in addition, you may file suit.

### C. More Information

If you have questions about the Plan, the application of Plan rules and procedures to your personal circumstances or about anything else covered in this booklet, you may contact the Fund Office, or you may contact the Trustees by writing to:

**Board of Trustees  
Michigan Laborers' Pension Fund  
6525 Centurion Drive  
Lansing, Michigan 48917-9275**

If you have questions about your ERISA rights, you may contact the Area Office of the U.S. Department of Labor (DOL). The Fund Office will furnish current DOL contact information at your request. You also may contact 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 also may obtain certain publications about ERISA rights and responsibilities by calling the publications hotline of the Pension and Welfare Benefits Administration or by visiting [www.michiganlaborers.org](http://www.michiganlaborers.org). And, again, at your expense you may obtain legal advice and representation.

## OTHER IMPORTANT INFORMATION

### D. Service of Legal Process

The agent for service of legal process is Christopher P. Legghio at:

**Legghio & Israel, P.C.**  
**306 South Washington, Suite 600**  
**Royal Oak, Michigan 48067**

Service of legal process may also be made on a Trustee or on the Plan's Administrative Manager.

## IDENTIFYING THE PLAN

Identification numbers assigned to this Pension Plan by the Internal Revenue Service are used in communications to and in documents filed with government agencies. The Plan's Employer Identification Number (EIN) is 38-6233976. The Plan Number is 001.

## PLAN TERMINATION AND INSURANCE

Although unlikely, the Fund could terminate. Plan termination is governed by federal law. Termination could occur if:

1. The Fund does not have assets sufficient to pay benefits due; or
2. There is no longer any individual who can qualify for Plan benefits; or
3. The Union, the Employers, and the Trustees unanimously agree to terminate the Plan; or
4. The Pension Benefit Guaranty Corporation (PBGC), or any governmental agency authorized to do so, terminates the Plan; or
5. All Employers discontinue Plan contributions.

The Plan is a multiemployer pension plan insured by the PBGC. Under its multiemployer plan insurance program, the PBGC can provide loans to insolvent plans. A multiemployer plan may be insolvent if it is unable to pay benefits (at least equal to the PBGC's guaranty limit) when those benefits are due.

The PBGC insures certain benefits if a private pension plan terminates, generally covering (1) normal and early Retirement benefits; (2) disability benefits for those disabled before the Plan became insolvent; and (3) certain survivor benefits. The maximum benefit that the PBGC guarantees is set by federal law. Under the multiemployer plan insurance 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 maximum PBGC guarantee limit is

## OTHER IMPORTANT INFORMATION

\$35.70 per month times a Participant's Years of Service. The PBGC generally does not insure (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits in place for fewer than five plan years at the earlier of the date the Plan terminates or becomes insolvent; (3) benefits not vested; (4) benefits for which a Participant has not met all requirements at the time the Plan became 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, you may contact the Fund Office or the PBGC Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or 202-326-4000. TTY/TDD users may call the federal relay service toll free at 1-800-877-8339 and ask to be connected to the PBGC Technical Assistance Division at 202-326-4000. Additional information about the PBGC pension insurance program also is available at the PBGC website, [www.pbgc.gov](http://www.pbgc.gov).

## CONCLUSION

Again, this booklet is a summary. For more information, and for information about how Plan rules apply to your personal circumstances, contact the Fund Office.

## **APPENDIX A—FLINT, MICHIGAN LABORERS’ PENSION FUND PENSION PLAN**

The Flint, Michigan Laborers' Pension Fund (Flint Plan) was merged into this Plan effective September 1, 1991. Benefits earned under the Flint Plan before September 1, 1991 are generally preserved by this Plan. The following special rules apply to pre-September 1, 1991 Flint Plan benefits. Please note that this is only a summary. If you have questions about your situation (particularly if you were a Participant in the Flint Plan more than 22 years ago), you should contact the Fund Office.

### **NORMAL RETIREMENT BENEFITS**

Unreduced pre-September 1991 Flint Plan benefits may begin upon Retirement at the age 58 or after earning ten years of Flint Plan Credited Service, whichever is later.

### **EARLY RETIREMENT BENEFITS**

Reduced pre-September 1, 1991 Flint Plan benefits may begin upon Retirement after age 53 with at least 15 years of Flint Plan Credited Service. These benefits will be reduced by 3/10 of one percent for each month that benefits start before age 58.

### **SPOUSE PRE-RETIREMENT SURVIVOR BENEFITS**

Pre-Retirement survivor benefits based on the pre-September 1, 1991 Flint Plan benefits will equal the amount the Surviving Spouse would have received had the deceased Flint Plan Participant survived to age 53, elected to receive benefits payable in the form of a 100% joint and survivor option, and died immediately thereafter.

### **LUMP SUM DISTRIBUTION**

Flint Plan Participants who retire after 1989, who attain age 55, have 15 years Flint Plan Credited Service, and otherwise are eligible for benefits can elect to receive their Flint Plan benefits in one lump sum cash payment.

### **VESTING**

Flint Plan vesting was "Ten Year Cliff Vesting," which is slower than that available under the Michigan Laborers' Pension Plan. But, Plan Participants with Flint Plan benefits who are credited with two Years of Service after September 1, 1991 will have their Flint Plan vesting calculated under the more favorable rules of the Michigan Laborers' Pension Plan.

### **BENEFIT FORMULA FACTORS**

Flint Plan benefits for Active Participants who retire after August 31, 2000 are computed in the same manner as benefits are computed under the Michigan Laborers' Pension Plan. Flint Plan benefits for Active Participants on September 1, 1999 who retired before September 1, 2000,

## **APPENDIX A—FLINT, MICHIGAN LABORERS’ PENSION FUND PENSION PLAN**

currently are computed based on (A) \$21.00 per year of pre-1980 Credited Service, (B) \$40.95 per year of pre-1988 Credited Service, and (C) \$45.00 per year of pre-September 1, 1991 Credited Service. Rates that are applicable to persons retiring before September 1, 1999 are based on prior Plan provisions.

### **DEATH BENEFITS**

Former Flint Plan Participants who retired before September 1, 1991 may elect to receive the greater of the death benefit which was payable under the Flint Plan (\$1,000) or the Michigan Laborers' Pension Plan's death benefit.

### **SUPPLEMENTAL TEMPORARY BENEFITS**

A former Flint Plan Participant will receive the greater of the Temporary Supplemental Benefit payable under the Flint Plan or the supplemental temporary benefit currently payable under the Michigan Laborers' Pension Fund. "Greater" is determined by calculating the sum of all supplemental temporary benefit payments from the date that they first begin to the date on which those payments would end.

### **ADDITIONAL INFORMATION**

The Fund Office can provide more information about the rules governing Flint Plant Participants and their application to individual circumstances.



# LOCAL UNION DIRECTORY BY COUNTY

**Battle Creek, #355:** 1500 E. Columbia Avenue, 49014-5137, Phone: 269/962-8010, Toll Free: 877/616-9845, Fax: 269/962-1431, website: [www.local355.org](http://www.local355.org). Counties: Allegan, Barry, Berrien, Branch, Calhoun, Cass, Ionia (excluding the City of Portland), Kalamazoo, Kent, Lake, Manistee, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph and Van Buren. Business Manager: Arlandar Washington.

**Ann Arbor, #499:** 3080 Platt Road, 48108-1808, Phone: 734/971-5212, Toll Free: 877-499-2100, Fax: 734/971-0094. Counties: Clinton, Eaton, Hillsdale, Ingham, Jackson, Lenawee, Livingston, Monroe and Washtenaw. Business Manager: Robert Malcolm.

**Flint, #1075:** P.O. Box 5188, 48505-0188, Phone: 810/686-8381, Fax: 810/686-1906. Counties: Genesee, Lapeer, Sanilac, Shiawassee and St. Clair. Business Manager: Dan Husted.

**Pontiac, #1076:** 760 Joslyn Avenue, 48340-2917, Phone: 248/334-0509, Fax: 248/334-0584, website: [www.constructionlaborers1076.org](http://www.constructionlaborers1076.org). Counties: Oakland and the Northeast portion of Livingston County bordered by M-151 (Oak Grove Road) on the West and M-59 on the South. Business Manager: William Bass.

**Saginaw, #1098:** 345 Morley Drive, 48601-9402, Phone: 989/752-6146, Fax: 989/752-5799, website: [www.local1098.org](http://www.local1098.org). Counties: Alcona, Alpena, Arenac, Antrim, Bay, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Gratiot, Huron, Iosco, Isabella, Kalkaska, Leelanau, Midland, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Saginaw, Tuscola and Wexford. Business Manager: Brent Pilarski.

**Detroit, #1191:** 2161 W. Grand Boulevard, 48208-1115, Phone: 313/894-2241, Fax: 313/894-6250, website: [www.laborerslocal1191.org](http://www.laborerslocal1191.org). Counties: Wayne and Macomb Counties. Business Manager: Michael Aaron.

**Iron Mountain, #1329:** P.O. Box 863, 49801-0863, Phone: 906/774-6070, Fax: 906/774-1199. Counties: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft. Business Manager: Geno Alessandrini, Jr.

**Geno Alessandrini Sr. – Business Manager**  
**Alex Zurek – Secretary Treasurer**

# LiUNA!

*Feel the Power*

**Michigan Laborers District Council**

**1118 Centennial Way**

**Suite 100**

**Lansing, MI 48917**

**(517) 321-2349 • [www.mi-laborers.org](http://www.mi-laborers.org)**