

SUMMARY PLAN DESCRIPTION

FOR

WEST VIRGINIA LABORERS PENSION TRUST FUND

2020

SUMMARY PLAN DESCRIPTION

YOU CAN PLAN

FOR YOUR FUTURE

RESTATED APRIL, 2020

WEST VIRGINIA LABORERS PENSION TRUST FUND
One Union Square, Suite 200
Charleston, WV 25302



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I. Information about the Plan

This document is the summary plan description (SPD) for the West Virginia Laborers Pension Trust Fund. It summarizes the terms of the West Virginia Laborers Pension Trust Fund as in effect April 1, 2020, and it replaces and supersedes all prior SPDs. You should read this SPD and refer to it whenever you have questions about the West Virginia Laborers Pension Trust Fund.

A. Official Plan Name

West Virginia Laborers Pension Trust Fund.

The term “Plan” is used throughout this SPD as a shorthand reference to the West Virginia Laborers Pension Trust Fund.

B. Plan Type

The Plan is a multiemployer defined benefit employee pension plan as described under the Employee Retirement Income Security Act of 1974, as amended (ERISA), which provides benefits in the event of retirement, disability, or death.

C. Name and Address of Plan Sponsor

Board of Trustees
West Virginia Laborers Pension Trust Fund
One Union Square, Suite 200
Charleston, WV 25302
(304) 342-5142
(800) 245-5145

The Board of Trustees is the Plan’s “named fiduciary” as described in Section 402 of ERISA.

D. Board of Trustees

W. Craig Harvey, Chairman
WV & Appalachian Laborers’ District Council
One Union Square, Suite 5
Charleston, WV 25302

Mary K. Prim, Esq., Secretary
P.O. Box 232
Scott Depot, WV 25560

Shane Dillon
Laborers’ Local 1353
One Union Square, Suite 1
Charleston, WV 25302

Timothy E. Gooden
Easley & Rivers
3800 Morgantown Industrial Park
Morgantown, WV 26501

Justin Gray
Laborers’ Local 1149
2110 Lumber Avenue
Wheeling, WV 26003

James R. Carney, Jr
Oval Construction
179 Summers Street, Suite 610
Charleston, WV 25301

Jason Hershman
Laborers’ Local 379
168 Dents Run Blvd.
Morgantown, WV 26501

Edgar Dodds
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880 Kingsdale Road
Steubenville, OH 43952

Jessie King
Laborers' Local 1085
3205 Dudley Avenue
Parkersburg, WV 26104

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JD&E, Inc.
200 GC&P Road, P.O. Box 6253
Wheeling, WV 26003-0610

Byron McGrady
Laborers' Local 984
2027 Hamill Avenue
Clarksburg, WV 26301

Kelly M. Young, Esq.
Lane & Young
1538 Kanawha Boulevard, East
Charleston, WV 25311

E. Plan Administration

The Plan is administered by the Board of Trustees.

F. Name and Address of Plan Administrator

Board of Trustees
West Virginia Laborers Pension Trust Fund
c/o Steven L. Smith, Administrative Manager
One Union Square, Suite 200
Charleston, WV 25302
(304) 342-5142
(800) 245-5145

G. Administrative Manager

The Administrative Manager manages the day-to-day affairs of the Plan under the supervision and direction of the Board of Trustees. The Administrative Manager manages benefit enrollment, makes initial determinations of benefit eligibility, and processes benefit payments based on rules established by the Board of Trustees. Questions about the Plan may be addressed to the Administrative Manager, who will answer the question if it is routine or forward it to the Board of Trustees for review if it is not. The Administrative Manager is:

Steven L. Smith, Administrative Manager
West Virginia Laborers Trust Fund Office
One Union Square, Suite 200
Charleston, WV 25302
(304) 342-5142
(800) 245-5145

The Administrative Manager has no discretion in the interpretation or administration of the Plan.

H. Employer Identification Number and Plan Number

The Employer Identification Number assigned to the Plan Sponsor by the Internal Revenue Service is 55-6026775. The Plan Number is 001. The plan number identifies the Fund with the Internal Revenue Service and the United States Department of Labor.

I. Agent for Service of Legal Process

The following individual is designated as agent for service of legal process:

Jason Mettley, Fund Counsel
Meyer, Unkovic & Scott LLP
Henry W. Oliver Building
535 Smithfield Street, Suite 1300
Pittsburgh, PA 15222-2315

In addition, service of legal process may be made upon any member of the Plan's Board of Trustees.

J. Collective Bargaining

The Plan is maintained pursuant to collective bargaining agreements between labor unions affiliated with the West Virginia Laborers' District Council (collectively the "Union") and various employers (the "Employers"). The collective bargaining agreements are available for examination by participants and beneficiaries at:

West Virginia Laborers' District Council
One Union Square, Suite 5
Charleston, WV 25301

A copy of the collective bargaining agreements may be obtained by participants and beneficiaries upon written request to the Plan Administrator. The Plan Administrator will charge a reasonable amount to cover the costs of furnishing a copy of the collective bargaining agreement.

Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and if the employer or employee organization is a Plan sponsor, the sponsor's address.

K. Sources of Contributions

Contributions to the Plan are made by Employers that have a collective bargaining agreement with the Union, or a participation agreement with the Plan, that require contributions to be made to the Plan. The amount of contributions required is established under the terms of the applicable collective bargaining or participation agreement. In general, the calculation of contributions owed by an employer under a collective bargaining or participation agreement is a certain amount of money for each hour of Covered Employment.

L. Plan Year

The Plan Year is April 1 through March 31, which is the end of the year for purposes of maintaining the Plan's fiscal records.

II. Definitions

The following are definitions of important terms used throughout this SPD.

A. Accrued Benefit

Your basic pension calculated as described in Section V(J) of this SPD, as of any given date.

B. Annuity Starting Date

The date your retirement benefit is first payable.

C. Beneficiary

Your Beneficiary is the person or persons you designate to receive any distributions due from the Plan as a result of your death.

D. Collective Bargaining Agreement

A collective bargaining agreement between the Union and the Employers requiring Employer Contributions to be paid to the Plan.

E. Covered Employment

You are employed in Covered Employment if your Employer is obligated to make contributions to the Plan on your behalf.

F. Employer

A person, firm or corporation obligated to make contributions to the Plan under the terms of a Collective Bargaining Agreement or a participation agreement.

G. Employer Contributions

Payments by Employers to the Plan in the amounts specified in a Collective Bargaining Agreement or participation agreement.

H. Hours

Each hour credited as described in Section IV(A) of this SPD.

I. Normal Retirement Age

The earlier of:

1. the later of (a) age 62 or (b) your attained age on the tenth anniversary of the date you became a Plan Participant; or
2. the later of (a) age 65 or (b) your attained age on the fifth anniversary of the date you became a Plan Participant.

J. One Year Break in Service

You incur a One Year Break in Service in any Plan Year that you complete fewer than 400 Hours with Employers.

K. Participant

A person who, by virtue of their Covered Employment, becomes and remains a participant in the Plan.

L. Pension

The monthly benefit that a Participant, and where applicable, his Spouse, is eligible to receive in accordance with the provisions of the Plan.

M. Plan

The West Virginia Laborers Pension Trust Fund.

N. Plan Year

Each 12 consecutive month period beginning on April 1 of each year.

O. Spouse

The person to whom you are legally married under applicable law.

P. Union

Any union affiliated with the West Virginia Laborers' District Council, including Laborers' Local Unions 379, 453, 543, 616, 980, 984, 1085, 1149, 1182, and 1353. The list of local unions affiliated with the West Virginia Laborers' District Council may change from time to time. You may contact the Administrative Manager for the most up-to-date list of affiliated local unions.

III. Participation

A. Eligibility

You are eligible to become a Participant in the Plan when you complete an Hour of Service with an Employer.

B. Participation

Your participation in the Plan begins on the first day of the Plan Year after the date on which you complete an Hour of Service with an Employer.

If you forfeit your Service on account of a Break in Service (see Section IV(H)), upon your re-employment in Covered Employment you will be treated like a new employee for purposes of Plan participation.

C. Restrictions on Participation

If your work is not covered by a Collective Bargaining Agreement (or by a written participation agreement with the Board of Trustees), you may be ineligible to participate in the Plan unless your employer can meet certain coverage requirements imposed by the Internal Revenue Code. If you think this may apply to you, you may contact the Administrative Manager for more information.

IV. Service

A. Hours

For purposes of vesting and benefit accrual, you will be credited with an Hour of Service:

1. For each Hour you are paid, or entitled to payment, for the performance of duties with an Employer. These Hours will be credited to you for the Plan Year in which the duties are performed.
2. Each Hour you are paid, or entitled to payment, by an Employer on account of time periods during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.
3. Periods for which an Employer awards or agrees to provide you back pay, provided you have not already been credited with Hours of Service for such periods.

B. Military Service

If you leave Covered Employment to enter the military and later return to Covered Employment with reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you will be credited with Hours of Service for the eligible period of your military service.

Note that these Hours of Service will be credited for your military service only if you satisfy all of the requirements of USERRA to be entitled to reemployment rights. Two of the key requirements are that you must be absent from Covered Employment because of your military service and you must timely return to, or make yourself available for, Covered Employment after completing your military service.

If you die while performing qualified military service and you would have had USERRA reemployment rights at the time of your death, you will be credited with service (but not benefit accrual) for the period of your qualified military service and you will be treated as having died while in Covered Employment.

C. Pregnancy and Child Birth

Only for purposes of determining whether you have incurred a One Year Break in Service, you will be credited with an Hour of Service during a period you are absent from Covered Employment by reason of:

1. Your pregnancy;
2. The birth of your child;
3. The placement of a child with you for adoption;
4. The care of a child immediately following the child's birth or placement for adoption.

No more than 400 Hours of Service will be credited with respect to any single such absence. The Hours of Service will be credited in the year the absence begins if it prevents you from incurring a One Year Break in Service; otherwise, the hours will be credited in the Plan Year following your absence.

D. Plan Service

Your years of Service shall be equal to your years of Past Service and your years of Future Service.

E. Past Service

If you were a Participant as of April 1, 1976, you will be credited with one year of Past Service for each Plan Year prior to April 1, 1965 during which you were employed under a Collective Bargaining Agreement. For purposes of proof only, your continuous membership in good standing with the Union during the period prior to April 1, 1965 shall be evidence of continuous employment by an Employer during such period.

F. Future Service

1. If you were a Participant as of April 1, 1976, you will be credited with a year of Future Service for each Plan Year during the period of April 1, 1965 through March 31, 1976 that you worked with an Employer within the jurisdiction of the Laborers District Council of Charleston West Virginia, provided you were credited with at least 190 Hours during each two successive Plan Year period beginning April 1, 1965.
2. For the period from April 1, 1976 through March 31, 2007, you will be credited with a year of Future Service for each Plan Year you worked for an Employer for a minimum of 100 Hours and had Employer Contributions made to the Plan on your behalf. You will also receive credit for one year of Future Service for employment with an Employer during the Plan Year immediately preceding the date you become a Participant.
3. For the period from April 1, 2007 through March 31, 2009, you will be credited with a year of Future Service for each Plan Year you worked for an Employer for a minimum of 400 Hours and had Employer Contributions made to the Plan on your behalf. You will also receive credit for one year of Future Service for employment with an Employer during the Plan Year immediately preceding the date you become a Participant.
4. For the period from and after April 1, 2009, you will be credited with a year of Future Service for each Plan Year you worked for an Employer for a minimum of 800 Hours, or one-half year of Future Service for each Plan Year you worked for an Employer for a minimum of 400 Hours (but less than 800 Hours), and had Employer Contributions made to the Plan on your behalf. You will also receive credit for one year of Future Service for employment with an Employer during the Plan Year immediately preceding the date you become a Participant.

G. Contiguous Non-Covered Service

Contiguous Non-Covered Service is employment with an Employer that is not Covered Employment and that immediately precedes or follows Covered Employment, with no intervening quit, discharge or retirement. Contiguous Non-Covered Service is only considered for purposes of determining whether you are vested and eligible for a Plan benefit.

H. Breaks in Service

All of your Service earned prior to a One Year Break in Service shall be permanently disregarded and lost if:

1. You were not vested in your Accrued Benefit when you incur the first One Year Break in Service, and
2. The One Year Break in Service is your fifth consecutive One Year Break in Service.

You will not incur a One Year Break in Service for any of the following reasons:

1. You do not work during the because of a disability that lasts at least six months caused by an injury or illness arising from your Covered Employment for which you are compensated under the West Virginia State Workers' Compensation Law.
2. You are employed in Contiguous Non-Covered Service with an Employer (see Section IV(G) above).
3. You do not work because of a period of maternity or paternity leave (see Section IV(C) above).

V. Types and Amount of Pensions

Pensions are payable under this Plan only as provided for in the case of Normal or Early Retirement, termination with a Deferred Vested Pension, Disability or death. No Participant shall be eligible to receive a Pension under more than one provision of the Plan.

A. Normal Retirement Pension

You will receive a Normal Retirement Pension when you attain Normal Retirement Age and retire. The amount of your Normal Retirement Pension shall be calculated as described below in Section V(J) ("Amount of Pension").

Your right to a Normal Retirement Pension becomes nonforfeitable upon your attainment of Normal Retirement Age.

If payment of your Normal Retirement Pension commences after you attained Normal Retirement Age, and you have not worked in Covered Employment after attaining Normal Retirement Age, your Normal Retirement Pension will be actuarially adjusted upwards to reflect the delay in benefit commencement.

B. 60/25 Unreduced Early Retirement Pension

If you retire after attaining age 60 with at least 25 years of Service you are eligible for a 60/25 Unreduced Early Retirement Pension, which shall be calculated like a Normal Retirement Pension as described below in Section V(J) ("Amount of Pension").

In order to meet the Service requirement for this Pension, your Service must be credited for Covered Employment under a Collective Bargaining Agreement to which the Union is a party.

C. 58/30 Unreduced Early Retirement Pension

If you retire after attaining age 58 with at least 30 years of Service and you had at least one year of Service before April 1, 2007, you are eligible for a 58/30 Unreduced Early Retirement Pension, which shall be calculated like a Normal Retirement Pension as described below in Section V(J) ("Amount of Pension").

In order to meet the Service requirement for this Pension, your Service must be

credited for Covered Employment under a Collective Bargaining Agreement to which the Union is a party.

D. 55/30 Unreduced Early Retirement Pension

If your Plan participation began before April 1, 2003, you accrued at least one year of Service prior to that date, and you retire after attaining age 55 with at least 30 years of Service, you are eligible for a 55/30 Unreduced Early Retirement Pension, which shall be calculated like a Normal Retirement Pension as Described below in Section V(J) (“Amount of Pension”).

In order to meet the Service requirement for this Pension, your Service must be credited for Covered Employment under a Collective Bargaining Agreement to which the Union is a party.

E. 50,000/25 Unreduced Early Retirement Pension

If you retire before attaining Normal Retirement Age and have accrued at least 50,000 hours and 25 years of Service, you are eligible for a 50,000/25 Unreduced Early Retirement Pension, which shall be calculated like a Normal Retirement Pension as Described below in Section V(J) (“Amount of Pension”).

In order to meet the Service requirement for this Pension, your Service must be credited for Covered Employment under a Collective Bargaining Agreement to which the Union is a party.

F. Early Retirement Pension

If you retire before attaining Normal Retirement Age but after attaining age 55 with at least 10 years of Service you are eligible for an Early Retirement Pension, provided your participation in the Plan began before April 1, 2009.

If you elect to take an Early Retirement Pension, the amount of your Pension described below in Section V(J) (“Amount of Pension”) will be reduced based on your attained age on the effective date of your Early Retirement Pension by the following percentages:

Age at Effective Date	Percent of Reduction of Pension
55	27%
56	23%
57	19%
58	14%
59	9%
60	4%
61	2%

G. Deferred Vested Pension

You will be eligible to receive a Deferred Vested Pension if you terminate Covered Employment before becoming eligible for any other Pension and you are vested in your Accrued Benefit when your employment terminates.

In order to be vested in your Accrued Benefit, you must have been credited with at

least 5 years of Service at the time your Covered Employment terminates. If you are vested in your Accrued Benefit, you have a nonforfeitable right, as defined by applicable law, to 100% of your Accrued Benefit.

If you are eligible for (and not receiving) a Deferred Vested Pension and the actuarial equivalent present value of your Deferred Pension Benefit does not exceed \$1,000 as of November 1, 2016, you will receive payment of the present value in a single lump sum.

If you were vested in an Accrued Benefit as of April 1, 1999, but have not been credited with at least one (1) hour of service on or after April 1, 1999, your Deferred Vested Pension is based upon your years of Service, determined in accordance with the schedule set forth below:

Years of Service	Percent of Accrued Benefit
5 years but less than 6	25%
6 years but less than 7	40%
7 years but less than 8	55%
8 years but less than 9	70%
9 years but less than 10	85%

For participants with at least one hour of Service on or after April 1, 1999, if you elect to take a Deferred Vested Pension after you attain Normal Retirement Age, the amount of your Pension shall be calculated as described below in Section V(J) ("Amount of Pension"). You may elect to take a Deferred Vested Pension before you attain Normal Retirement Age, provided you have at least 5 years of Service, but the amount of your benefit described below in Section V(J) ("Amount of Pension") will be reduced based on your attained age on the effective date of your Deferred Vested Pension by the following percentages:

Age at Effective Date	Percent of Reduction of Pension
55	27%
56	23%
57	19%
58	14%
59	9%
60	4%
61	2%

H. Disability Retirement Pension

You will become eligible to receive a Disability Retirement Pension if:

1. You become Totally Disabled before attaining age 62;
2. You are credited with at least 10 years of Service at the time you become Totally Disabled; and,

3. During the 12-month period immediately preceding your Total Disability you worked at least 100 hours of Covered Employment (if you were injured during this period and receiving workers compensation benefits this hours requirement is waived).

Total Disability or Totally Disabled means a determination by the Social Security Administration that you are entitled to a Social Security disability benefit. You cannot be Totally Disabled for purposes of the Plan if your Total Disability resulted directly or indirectly from: 1) engagement or participation in the commission of a felony; 2) an intentional self-inflicted injury; or, 3) an injury or illness which had its inception while you were in military service.

The amount of your Disability Retirement Pension shall be calculated as described below in Section V(J) ("Amount of Pension"), but shall not be less than \$100 a month.

Disability Retirement Pension payments will be paid to you retroactively to the date of disability determined by the Social Security Administration, but with no more than 6 retroactive monthly Disability Retirement Pension payments made on this basis. Any retroactive payment shall be made in a single payment.

Disability Retirement Pension payments will continue to be paid to you until the earliest of the following events to occur: you recover from your Total Disability before attaining Normal Retirement Age; you return to employment before attaining Normal Retirement Age; or, you refuse to furnish evidence before attainment of Normal Retirement Age of your continuing Total Disability as requested.

If you recover from your Total Disability prior to your attainment of Normal Retirement Age, you will be eligible for a Pension based on your years of Service and your age at the time you receive your Pension, without reduction for the Disability Retirement Pension paid to you. You will have a new Annuity Starting Date and will be allowed to make another form of payment election.

If you are receiving a Disability Retirement Pension when you attain Normal Retirement Age, payment of the Disability Retirement Pension shall continue for your life in the same manner as a Normal Retirement Pension and in the same form of payment in effect when its payment began.

I. Partial Pension – Laborers National Reciprocal Agreement

If you perform Covered Employment under this Plan and you also perform employment under other Laborers pension plans you may be entitled to a Partial Pension from this Plan, provided the other Laborers pension plans have signed the Laborers National Reciprocal Agreement. A Partial Pension is paid in place of any other pension provided by the Plan.

To be eligible for a Partial Pension, you must satisfy the following criteria:

1. You must have attained age 55 or have become Totally Disabled (if younger than age 55).

2. You must have at least one year of Future Service under the Plan after March 31, 1965.
3. Your service credits under the other Laborers Pension Plans (which have signed the National Reciprocal Agreement) when added to your Plan Service totals at least 10 years of pension credit (5 years if you had at least one hour of Service on or after June 1, 1998 or if you are not covered by a Collective Bargaining Agreement).
4. The other Laborers Pension Plans under which you are covered will also pay a Partial Pension under the National Reciprocal Agreement.

The amount of your Partial Pension will be based on the benefit level in effect when you last performed Covered Employment under this Plan, your Service under this Plan, and your age at the time you retire. The other Laborers Pension Plans will pay a Partial Pension based on the benefits provided under those plans.

If you work under this and other Laborers Pension Plans you should keep a record of your employment and include that information when you apply for a pension. The Board of Trustees does not have records of your employment under other Laborers Pension Plans.

J. Amount of Pension

The basic amount of a pension paid under the Plan is a monthly amount payable in the form of a Single Life Annuity commencing on your Normal Retirement Date (or Annuity Starting Date if later) equal to:

1. \$6.50 multiplied by your years of Past Service; plus
2. for a Plan Year beginning on or after April 1, 1965 and prior to April 1, 2003 during which you had at least 100 hours of Service, 3.25% of the Employer Contributions made on your behalf; plus
3. for a Plan Year beginning on or after April 1, 2003 and prior to April 1, 2007 during which you had at least 100 Hours of Service, 2.00% of the Employer Contributions made on your behalf; plus
4. for a Plan Year beginning on and after April 1, 2007 and prior to April 1, 2009 during which you had at least 400 Hours of Service, 1.50% of the Employer Contributions made on your behalf if you were not vested in your Accrued Benefit during the Plan Year, or 2.00% if you were vested in your Accrued Benefit; plus
5. for a Plan Year beginning on or after April 1, 2009 (but not including the Plan Year beginning on April 1, 2014 and ending on March 31, 2015, nor the Plan Year beginning on April 1, 2018 and ending on March 31, 2019) during which you had at least 400 Hours of Service, 0.80% of the Employer Contributions

made on your behalf for the first five Plan Years in which you had at least 400 Hours of Service for each year, and 1.00% of the Employer Contributions made on your behalf for the sixth and subsequent years; plus

6. for the Plan Year beginning on April 1, 2014 and ending on March 31, 2015, provided you had at least 400 Hours of Service and were not receiving a Pension as of December 1, 2014, 1.25% of the Employer Contributions received on your behalf if the 2014/2015 Plan Year occurred during your first five Plan Years in which you had at least 400 Hours of Service for each year, and 1.5% of the Employer Contributions made on your behalf if the 2014/2015 Plan Year occurred during your sixth or subsequent years.
7. for the Plan Year beginning on April 1, 2018 and ending on March 31, 2019, provided you had at least 400 Hours of Service and you were not receiving a Pension as of April 1, 2019, 1.25% of the Employer Contributions received on your behalf if the 2018/2019 Plan Year occurred during your first five Plan Years in which you had at least 400 Hours of Service for each year, and 1.5% of the Employer Contributions made on your behalf if the 2018/2019 Plan Year occurred during your sixth or subsequent years.

VI. Payment of Benefits

A. Application

You must file a proper application with the Administrative Manager for payment of a Pension. Your application must be filed during the 180 day period ending on your Annuity Starting Date. Your application is your consent to be paid a Pension. You may withdraw your application at any time prior to your Annuity Starting Date.

You will be provided with information about the payment of your Pension, including a general description of the material features for the payment of Pensions and a notice regarding your right to defer the payment of a Pension and your right to a period of at least 30 days to consider your application and election options.

B. Monthly Pension Payments

Once it commences, your Pension will continue to be paid monthly, on the first day of each calendar month, until the first day of the calendar month in which your death (or, if applicable, your surviving Spouse's death) occurs. All monthly Pension payments are made by direct deposit only.

C. Pension Commencement

The following Table illustrates when your Pension payments will commence, provided you are eligible for a Pension and your application is approved by the Administrative Manager:

Type of Benefit	Commences On
Normal Retirement Pension	The later of your date of retirement or the date of your application
Early Retirement Pension	The later of your date of retirement or the date of your application
Deferred Vested Pension	The first day of the calendar month following the latest of: (1) the date you attain age 55; (2) the date you apply; (3) the date you terminate Covered Employment
Disability Retirement Pension	The first day of the calendar month following the date you satisfy the eligibility requirements for a Disability Retirement Pension and file an application therefor

D. Forms of Payment

Pensions are payable in the following forms under the Plan:

1. Single Life Annuity

Under the Single Life Annuity form of payment, the Pension shall be paid to you monthly for your lifetime with no amount payable after your death.

2. 50% Joint and Survivor Annuity (only for married Participants)

Under the 50% Joint and Survivor Annuity form of payment, an adjusted Pension shall be paid to you monthly for your lifetime, and upon your death 50% of the monthly payment you received is paid for the lifetime of your surviving Spouse, provided you were married on your Annuity Starting Date. If your Spouse dies after your Annuity Starting Date and before you, your Pension will be increased to the amount it would have been had you elected a Single Life Annuity, effective the calendar month following your Spouse's death.

3. 75% Joint and Survivor Annuity (only for married Participants)

Under the 75% Joint and Survivor Annuity form of payment, an adjusted Pension shall be paid to you monthly for your lifetime, and upon your death 75% of the monthly payment you received is paid for the lifetime of your surviving Spouse, provided you were married on your Annuity Starting Date. If your Spouse dies after your Annuity Starting Date and before you, your Pension will be increased to the amount it would have been had you elected a Single Life Annuity, effective the calendar month following your Spouse's death.

4. 100% Joint and Survivor Annuity (only for married Participants)
Under the 100% Joint and Survivor Annuity form of payment, an adjusted Pension shall be paid to you monthly for your lifetime, and upon your death 100% of the monthly payment you received is paid for the lifetime of your surviving Spouse, provided you were married on your Annuity Starting Date. If your Spouse dies after your Annuity Starting Date and before you, your Pension will be increased to the amount it would have been had you elected a Single Life Annuity, effective the calendar month following your Spouse's death.

E. Normal and Optional Forms of Payment

Your Pension will be paid to you in the normal form of payment, unless you elect an optional form of payment. If you are married on your Annuity Starting Date, the normal form of payment is a 50% Joint and Survivor Annuity. If you are not married on your Annuity Starting Date, the normal form of payment is a Single Life Annuity.

F. Electing a Form of Payment

If you are married and do not want your benefits paid to you in the normal form of payment, you may elect any optional form of payment available to you. Married Participants may elect to receive a pension as a 75% or 100% Joint and Survivor Annuity by filing a written election form with the Administrative Manager in the manner prescribed by the Administrative Manager. Your election must be made within the 180-day period ending on your Annuity Starting Date; your election may be made and revoked in writing at any time and any number of times during this 180-day period, but not thereafter.

Married Participants may elect a Single Life Annuity, but only if:

1. You file a written election form with the Administrative Manager in the manner prescribed by the Administrative Manager, which specifies the form of payment selected and your Beneficiary; and
2. Your Spouse consents in writing to the election during the 180-day period ending on your Annuity Starting Date, and your Spouse's consent acknowledges the effect of the election and is witnessed by a notary public or a Plan Representative.

G. Small Pensions

If the actuarial equivalent present value of your Pension does not exceed \$5,000, the only form of payment is a single lump sum payment of said present value.

VII. Death Benefits

A. Lump Sum Death Benefit

If you are unmarried and die before your Annuity Starting Date having vested in your Accrued Benefit your Beneficiary will be eligible for a lump sum death benefit. If you are married, vested in your Accrued Benefit, and you die before the earliest date payment of your pension could have commenced under Section V, your

surviving spouse may elect that the death benefit be paid as a lump sum, in lieu of the qualified preretirement survivor annuity (described at Section VII(B)).

If you are unmarried at the time of your death, the lump sum death benefit payable shall be equal to a percentage of the Employer Contributions made on your behalf determined in accordance with the following table:

Years of Plan Service Since April 1, 1962	Percentage of Employer Contributions
Less than 5 years	0%
5 years but less than 6 years	25%
6 years but less than 7 years	30%
7 years but less than 8 years	35%
8 years but less than 9 years	40%
9 years but less than 10 years	45%
10 years but less than 11 years	50%
11 years but less than 12 years	55%
12 years but less than 13 years	60%
13 years but less than 14 years	65%
14 years but less than 15 years	70%
15 years but less than 16 years	75%
16 years but less than 17 years	80%
17 years but less than 18 years	85%
18 years but less than 19 years	90%
19 years but less than 20 years	95%
20 years or more	100%

If you are married at the time of your death, the lump sum death benefit payable shall be equal to the greater of the amount payable equal to a percentage of the Employer Contributions made on your behalf determined based on the table above or the actuarial equivalent present value of the qualified preretirement survivor annuity (described below in Section VII(B)) with the present value determined as of the payment date for the lump sum death benefit.

If you are married at the time of your death, your Beneficiary for the lump sum death benefit is your Spouse. Unmarried Participants should designate a Beneficiary for the lump sum death benefit. Beneficiary designation forms can be obtained from the Administrative Manager, and should be filed with the Administrative Manager once completed. Your Beneficiary designation will be immediately revoked in the event you marry, with your Spouse becoming your Beneficiary. If you have not designated a Beneficiary at the time of your death, your estate will be the Beneficiary of the lump sum death benefit.

B. Qualified Preretirement Survivor Annuity

If you are married and die before your Annuity Starting Date your Spouse may be eligible for a qualified preretirement survivor annuity. For a qualified preretirement

survivor annuity to be payable, you must be vested in your Accrued Benefit as of the earlier of the date of your death or your termination of Covered Employment. Your Spouse cannot receive a qualified preretirement survivor annuity if s/he received a lump sum death benefit (as described above in Section VII(A)).

The qualified preretirement annuity is an amount equal to the survivor annuity that would have been payable to your Spouse upon your death under the 100% Joint and Survivor Annuity form of payment, calculated assuming that pension payments had commenced as of the date of your death and you died thereafter.

If you die after the earliest date payment of retirement benefits to you could have commenced, your Spouse will receive these payments on the first day of the calendar month following the later of the first day on which retirement benefits to you could have commenced or the date your Spouse applies for the qualified preretirement survivor annuity, provided your Spouse is eligible for benefits and the benefit application is approved.

If you die before the earliest date payment of retirement benefits to you could have commenced, your Spouse will receive these payments on the first day of the calendar month following the later of the first day on which your benefits could have commenced had you survived or the date your Spouse applies for the qualified preretirement survivor annuity.

Once approved, the qualified preretirement survivor annuity will be paid monthly for your Spouse's lifetime and ending with the last payment due on or before your Spouse's death.

If the actuarial equivalent present value of the qualified preretirement survivor annuity payable to your Spouse does not exceed \$5,000 at the payment commencement date, said present value will be paid to your Spouse in a lump sum payment in lieu of the monthly payment of the qualified preretirement survivor annuity.

C. *Death while in Military Service*

If you die while performing qualified military service and you would have been entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 at the time of your death, for purposes of the death benefits described in this section you will be credited with years of Service (but not benefit accrual) for the period of your qualified military service and you will be treated as having died while in Covered Employment.

D. *Time of Payment*

Payment of the lump sum death benefit to a Beneficiary not your Spouse will be made no later than December 31 of the calendar year in which the fifth anniversary of your death falls.

Payment of the lump sum death benefit or the qualified preretirement survivor annuity to your Spouse will be made or begin no later than the later of December 31 of the calendar year immediately following the calendar year in which you die, or December 31 of the calendar year in which you would have attained age 72.

VIII. Suspension of Benefits

A. Suspension

If you are receiving a Pension and you return to Disqualifying Employment, payment of your Pension will be suspended. Disqualifying Employment is employment in:

- An industry in which employees covered by the Plan were employed and accruing Plan benefits at the time your Pension commenced or would have commenced if you had not remained in, or returned to, employment; and
- A trade or craft in which you were employed at any time under the Plan; and
- The geographical area over which the Union has jurisdiction, consisting of the entire State of West Virginia.

For each calendar month you are engaged in Disqualifying Employment for 40 or more hours your benefits will be suspended.

B. Resumption

If payment of your benefits has been suspended, generally they will resume no later than the first day of the third calendar month after the calendar month in which you discontinue Disqualifying Employment.

When your Pension resumes it will be recomputed taking into account the additional Employer Contributions made on your behalf, your additional Service, and an offset for any Pension payments made to you while employed in Disqualifying Employment.

C. Notices

You are required to notify the Board of Trustees immediately if you engage in Disqualifying Employment. If you dispute whether you were engaged in Disqualifying Employment for any period of time, you are required to provide information, certify that you remained unemployed, or provide factual information sufficient to establish you were not engaged in Disqualifying Employment.

If you fail to notify the Board of Trustees of your Disqualifying Employment and your Disqualifying Employment is later discovered, the Board of Trustees will presume that you were engaged in 40 hours or more hours of Disqualifying Employment per month for the entire time your employer was performing services at the construction site. Also, your Pension will be suspended retroactively and the Board of Trustees will take action to recover benefits paid to you while you were in Disqualifying Employment.

However, no Pension will be suspended without notice to you. This notice will be made during the first calendar month or payroll period your benefits are suspended. The notice will contain a specific reason why your benefits are being suspended, a description of the Plan provisions relating to the suspension of benefits, a copy of those Plan provisions, and a description of where you can find the applicable

United States Department of Labor regulations governing suspensions of benefits. In addition, the notice will inform you of the Plan's provisions that afford you an opportunity to have the benefit suspension reviewed.

If you request a review of the benefit suspension, your request will be handled in accordance with the appeal procedures described in Section X of this SPD.

IX. Rollovers and Required Payments

A. Required Payments

If you are entitled to a Pension, payment will begin, as required by the Internal Revenue Code, no later than the 60th day after the Plan Year in which: 1) you attain age 65; 2) the 10th anniversary of your Plan participation occurs; or, 3) you terminate Covered Employment. You may, however, elect to delay payment of your Pension, subject to the following rules.

Generally, you may elect to delay payment of your Pension until the later of April 1st of the calendar year in which you attain age 72 or the calendar year in which you retire from Covered Employment. . If you were born before July 1, 1949 (and turned 70 ½ before January 1, 2020), you are permitted to delay payment of your Pension until the later of April 1st of the calendar year in which you attained age 70 ½ or the calendar year in which you retire from Covered Employment. For more information, contact the Fund Office.

B. Direct Rollover/Payment Election for Spouse Beneficiary

If your Beneficiary is your Spouse, when your Spouse applies for benefit payments, your Spouse may be able to elect whether the payments are to be made directly to your Spouse and/or by a direct rollover to your Spouse's individual retirement account or an eligible employer plan.

If your Spouse is eligible for a direct rollover and elects a direct payment instead, the payment will be subject to mandatory 20% federal income tax withholding.

C. Direct Rollover/Payment Election for Non-Spouse Beneficiary

If your Beneficiary is not your Spouse, when your Beneficiary applies for the distribution of your Account, your Beneficiary will elect whether the distribution is to be made by direct payment to your Beneficiary and/or by direct rollover to your Beneficiary's (inherited) individual retirement account.

If your Beneficiary is eligible for a direct rollover but elects a direct payment instead, the payment will be subject to mandatory 20% federal income tax withholding.

X. Applications and Appeals

A. Application

You must apply to receive a Pension or any other benefit provided by the Plan. You should contact the Fund Office to obtain an application form.

B. Required Information About Pension Benefits

The Internal Revenue Code generally requires that certain information regarding your Pension be provided to you no less than 30 days before the Annuity Starting Date. This information will include a general description of the material features for the payment of benefits, a notice of your right to defer payment, and a notice of your right to at least a 30-day period to consider your application and elections.

C. Denied Application

If your application is denied, within 90 days of its receipt by the Fund Office, you will receive a written explanation setting forth:

- the reasons for the denial;
- the plan provisions that support those reasons;
- any additional material or information you must provide to support your application and an explanation of why it is necessary;
- the appeal procedures for further review of your application; and
- a statement of your right to bring a lawsuit under ERISA in the event of an adverse decision upon review of the denial.

If special circumstances require, the 90 day period can be extended for up to an additional 90 days. In that event, you will be notified prior to the expiration of the original 90 day period of the extension and the circumstances requiring the extension.

D. Appeal of Denied Application

You have a right to appeal any denial of your application to the Board of Trustees by submitting a written request of appeal to the Fund Office within 60 days of the date you receive the denial. If you do not file a timely appeal, you will forfeit your right to have the denial of your application reviewed on appeal and your right to file a lawsuit in court.

Your appeal should set forth all of the reasons why you believe your application should not have been denied. Your appeal should also identify and include all of the issues related to your application. Your right to file a lawsuit in court after an adverse decision on appeal is limited to the reasons and issues you raise for review by the Board of Trustees. You may submit any documents, records or other information you believe have a bearing on your application. In preparing your appeal, you may review relevant documents and receive copies free of charge.

E. Review of Appeal

The Board of Trustees has the sole and exclusive discretionary authority and responsibility to administer, construe, interpret and apply the terms of the Plan and this SPD in order to determine eligibility for benefits, make all determinations, including factual determinations, and to resolve all legal and factual issues regarding the Plan and the administration and payment of retirement benefits.

Provided that regularly scheduled meetings are held at least quarterly, the Board of Trustees will review and decide your appeal of a denied application by the date of its next meeting if the Fund Office receives your written appeal at least 30 days before

the meeting. If filed within 30 days of a meeting, the Board of Trustees will review your appeal by the date of the second meeting following the Fund Office's receipt of your written appeal. If there are not regularly scheduled quarterly meetings, the Board of Trustees will review your appeal within 60 days of the Fund Office's receipt of your written appeal.

The Board of Trustees will issue a written decision on your appeal. This decision is final and binding on all interested parties. If adverse, the written decision will include:

- the reasons for the decision;
- the plan provisions on which the decision is based;
- a statement of your right to examine documents that are relevant to your application and to receive copies free of charge; and
- a statement of your right to bring a lawsuit under ERISA (on issues raised and considered in the appeal).

F. Representative

You may designate a duly authorized representative to file an application on your behalf and/or to appeal a denial to the Board of Trustees on your behalf. You will generally be required to provide a written statement of the designation, along with an authorization to release information to your representative.

G. Beneficiaries

The above application and review procedures apply to your Beneficiary who wishes to apply for a benefit after your death.

H. Your Duty to Provide Information

You, your Spouse and your Beneficiary shall provide the Board of Trustees, in the form prescribed by the Board and at its request, such personal data, affidavits, authorizations to provide information, or other information as the Board of Trustees deems necessary or desirable for the administration of the Plan.

Any misstatements or misrepresentations by you, your Spouse or your Beneficiary to the Plan that affect your Plan participation or benefits will be handled by the Board of Trustees as it sees fit. In no event shall the Plan be obligated to provide a Pension in excess of the benefit that would have been provided had there been no misstatement or misrepresentation.

I. Limitation on Legal Actions

No legal action can be taken against the Plan or the Board of Trustees more than 3 years after a claim for benefits has been made. A "claim for benefits" is deemed to be made on: (1) the date an application for a Pension is submitted, if the claim is for a Pension not paid by the Plan; (2) the date your Pension is suspended, if the claim is to recover a suspended Pension; or, (3) the date of the benefit statement for the applicable period of Service, if the claim pertains to the computation of your Service.

J. Resolution of Disputes; Venue

Any and all disputes concerning the Plan or Fund shall be resolved exclusively in Kanawha County, West Virginia. The venue for any suit or cause of action arising out of the Plan shall be exclusively in the federal courts for the Southern District of West Virginia.

XI. Other Important Fund Information

A. Assignment of Benefits

You and your Beneficiary cannot assign, sell or transfer your Accrued Benefit under the Plan.

B. Qualified Domestic Relations Orders

As required by federal law, part or all of your Accrued Benefit under the Plan may be segregated and distributed to your Spouse, former Spouse, child or other dependent in accordance with a qualified domestic relations order. This order is a judgment, decree or order made pursuant to a state domestic relations law which provides child support, alimony payments or marital property rights to your Spouse, former Spouse, child or other dependent. You will be notified of the receipt of a qualified domestic relations order with respect to your Accrued Benefit.

Under procedures adopted for qualified domestic relations orders, your eligibility to receive a Pension may be suspended while a qualified domestic relations order received with respect to your Accrued Benefit is being reviewed and for a reasonable period after notice has been provided that a qualified domestic relations order is being sought with respect to your Accrued Benefit. By filing a written request with the Administrative Manager, you (or your Spouse or former Spouse) may obtain a copy of these procedures without charge.

Your Accrued Benefit will be reduced by any segregation and/or distribution made pursuant to a qualified domestic relations order.

C. Maximum Annual Benefit

The Internal Revenue Code limits the amount of benefit you can receive in any Plan Year. Currently, the maximum annual benefit under the Plan is limited to \$230,000. This limit is actuarially adjusted for retirement ages earlier or later than the Social Security retirement age. You will be notified if affected.

D. Tax Considerations

The retirement benefit paid to you is taxable income for federal income tax purposes when received. State laws vary concerning whether retirement benefits are taxable income.

E. Plan Insurance

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

Under the multiemployer plan program, the PBGC provides financial assistance

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

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

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

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

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC by mail at PO Box 151750, Alexandria, VA 22315-1750, or call 800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at www.pbgc.gov.

F. Board of Trustees

A Board of Trustees, composed of 6 members appointed by the Union and 6 members appointed by the Employers, has overall responsibility for the operation of the Plan and controls the administration of the Plan. The Trustees may delegate their authority and responsibility for certain parts of the Plan administration to other persons.

You can receive additional information about the Plan and the Board of Trustees by contacting the Administrative Manager.

G. Amendment and Termination

The Board of Trustees reserves the right to amend or terminate the Plan at any time. In the event the Plan is partially or completely terminated, each affected Participant shall be fully vested in their Accrued Benefit as of the date of the partial termination or termination to the extent then funded. The Board of Trustees shall allocate and distribute the Plan assets as prescribed by law.

None of the benefits provided by the Plan are vested or guaranteed by the Board

of Trustees, any participating Employer, or the Union. The Plan is the sole source of the benefits it provides.

H. Discretion to Determine Benefit Eligibility and to Construe SPD

Except as otherwise specified, the Trustees shall have the sole and exclusive discretionary authority and responsibility for administering, construing, and interpreting the provisions of the Plan and this SPD, determining eligibility for benefits, making all determinations, including factual determinations, and resolving all legal and factual issues regarding the Plan and the administration and payment of retirement benefits.

I. Cooperation

Every Plan Participant will provide the Plan Administrator with any information reasonably requested for the purposes of administering the Plan. When requested by the Plan Administrator, Participants will provide the requested information in writing. The failure of a Plan Participant to comply with such requests promptly and in good faith will be sufficient grounds for delaying the processing and payment of benefits.

J. Benefit Overpayments

You are required to repay the Plan any benefit overpayment you receive, regardless of the reason for the overpayment, within a reasonable period of time following the Plan's demand for repayment. If you fail to do so, you will be responsible for the Plan's attorney's fees and costs incurred in recovering the benefit overpayment.

K. Plan Effective Date

The effective date of the Plan is April 1, 1965.

XII. Your Rights Under ERISA

As a Plan Participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

A. Receive Information About Your Plan and Benefits

You have the rights to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once in every twelve (12) months. The plan must provide the statement free of charge.

B. Prudent Actions by Plan Fiduciaries

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

C. Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

D. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW,

Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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