

**Iron Workers Locals 40, 361 and 417**

**ANNUITY FUND**

January 1, 2022

# Iron Workers Locals 40, 361 and 417 Annuity Fund

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January 1, 2022

Dear Plan Member:

We are pleased to provide you with this Summary Plan Description (“SPD”) of the Iron Workers Locals 40, 361, and 417 Annuity Fund (the “Plan”), effective January 1, 2022. The Plan is a defined contribution plan with individual accounts for each participant.

This SPD is designed to provide you with a simple explanation of the main features of the Plan. It describes how you become a participant in the Plan, the forms of benefits available under the Plan and when they are payable.

We urge you, your family and/or anyone you designate as beneficiary to read this SPD carefully, so that all are aware of the benefits available to you under the Plan, including the Plan’s survivor protection features.

In translating from legal language to everyday English, we have done our best to explain everything correctly. However, please note that this SPD is not a substitute for the official Plan document and does not change or otherwise alter the terms of the Plan. If there are any discrepancies between this SPD and the Plan document, the language of the Plan document is controlling in all cases. Please review the terms of the Plan document, which is included in this booklet for your convenience. Other official Plan documents, such as the Trust Agreement under which the Plan was established, and applicable collective bargaining agreements, are available for your inspection at the Fund Office.

You may direct any questions you may have about your benefits to the Fund Office.

Sincerely,

*The Board of Trustees*

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# Introduction

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The Plan was established as the result of collective bargaining agreements between certain employers and Iron Workers Locals 40, 361 and 417 (“the Union”). It covers employees of employers who are obligated to make contributions to the Plan under a collective bargaining agreement with the Union, full-time salaried employees of the Union, the District Council of Iron Workers of New York State, and employees of affiliated benefit funds for whom contributions to the Plan are also required (each such contributing employer is referred to in this SPD as an “Employer”). The Plan is a defined contribution plan. Upon written request, the Fund Office will provide you with information as to whether a particular Employer is contributing to the Plan on behalf of employees working under a contract.

The Plan is administered exclusively by the Board of Trustees (the “Trustees”), which consists of representatives of the Union and the Employers. The Union Trustees, as a group, have voting rights, which are equal to the voting rights of the Employer Trustees. All Trustees serve without compensation. They have the sole power and discretionary authority to construe and interpret the terms of the Plan, and no other individuals have any authority to interpret the Plan (or other applicable documents) or to make any promises to you about it, including any claim for benefits.

A separate trust fund has been established for the purpose of holding and investing funds belonging to the Plan and paying benefits provided under the Plan. The Plan has been determined to be tax-qualified by the Internal Revenue Service (“IRS”).

# Participation and Employer Contributions

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## **Becoming a Participant in the Plan**

You are eligible to participate in the Plan if you are working in a job covered by a collective bargaining agreement between your Employer and the Union that requires your Employer to make contributions to the Plan on your behalf (i.e., you are working in “covered employment”). If you are not covered by a collective bargaining agreement, you may also be eligible to participate in the Plan if your Employer has a written agreement to make contributions to the Plan. You become a Participant in the Plan on the January 1<sup>st</sup> following receipt by the Fund of contributions on your behalf.

## **Employer Contributions**

For each Plan Year (the period January 1<sup>st</sup> – December 31<sup>st</sup>) while the collective bargaining agreement (or other written agreement requiring contributions to the Plan) is in effect, your Employer will contribute to the Plan on your behalf. The contribution rate is specified in the collective bargaining agreement (or such other written agreement) applicable to you and may change from time to time.

## **Employee Contributions**

Although you may generally not contribute to your account, if you receive an eligible rollover distribution from another Iron Workers Annuity Fund, you may have the pre-tax portion of that distribution transferred to this Plan, in accordance with federal and Plan rules. This portion of your account will be subject to the same distribution rules as the balance of your account.

## **Receipts**

Each payday your Employer will enclose a receipt in your pay envelope, which will show the number of hours for which your employer made contributions to the Plan on your behalf for the period covered. It is important that you realize that the responsibility for checking the accuracy of your weekly receipts rests with you. If you accept the receipt and do not check its accuracy, it will be assumed that you have received a correct receipt. In other words, it may be exceedingly difficult to prove that you received an incorrect receipt at a later time.

If your receipt is incorrect or if you have not received a receipt, you must notify the Local Union immediately.

# Vesting

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You are 100% vested in your Individual Account balance under the Plan at all times. This means that you have a non-forfeitable right to all Employer contributions made on your behalf and any earnings on these contributions. (The fact that you are 100% vested in your Individual Account balance does not mean, however, that you automatically have the right to receive distributions prior to your retirement or termination of employment.)

## Plan Benefits

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### Eligibility for Benefits

You are eligible to receive benefits from the Plan:

- When you retire on a pension from the Iron Workers Locals 40, 361 and 417 Pension Fund,
- When you attain age 62, or
- When the Fund has received no contributions on your behalf in the previous 12 months.

### Benefit Amount

When you become eligible for your benefits, the benefit you will receive will be based on the amount in your Individual Account. The amount in your Individual Account is based on your Individual Account balance as of the previous quarterly Valuation Date (which means the last business day of each calendar quarter, i.e., March 31, June 30, September 30 and December 31), plus your share of the Plan's net investment yield and any interest credited to your Individual Account since the previous Valuation Date, plus Employer contributions credited to your Individual Account since the previous Valuation Date, less the balance of any outstanding loans, less your share of the Fund's administrative expenses and annual fees. This adjusted amount is your "Accumulated Share."

**Example:** Your Individual Account balance was \$100,000 on December 31, 2021. Since you meet the eligibility requirements, you apply for a benefit on April 15, 2022. Suppose that the investment yield as of the quarterly Valuation Date of March 31, 2022 was negative. The benefit that is paid to you from your Individual Account balance of \$100,000 will be adjusted, that is, decreased to reflect your share of the Plan's negative net investment yield as of March 31, 2022. The amount will include any Employer contributions credited to your Individual Account since the December 31, 2021 Valuation Date, but will remove your share of the Fund's administrative expenses and annual fees.

For information on how a negative net investment yield affects lump sum payments, please see the "Lump Sum" section.

In addition, if you leave employment covered under the Plan to enter military service, your Individual Account will be credited with contributions for the period of your military service, provided the length of your absence does not exceed five years and you report or submit an application for re-employment following your military service within the time required by law. If you leave employment covered under the Plan to enter military service, you should contact the Fund Administrator's office for more information on receiving credit for contributions during your period of military service.



# Forms of Benefit Payment

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## Retirement Benefits

### Married Participants

If you are married at the time your benefits are scheduled to begin, your Accumulated Share will automatically be distributed in the form of a 50% Joint and Survivor Annuity. As an alternative, you may elect to receive your benefit in the form of a 75% Joint and Survivor Annuity. A Lifetime Joint and Survivor Annuity is an annuity, purchased from a life insurance company, which provides you with equal monthly benefits during your lifetime, and upon your death, continues to provide 50% or 75% of your monthly benefit to your surviving spouse. The monthly payment which will be provided under the Joint and Survivor Annuity is calculated, by the life insurance company from which the annuity was purchased, on the basis of your (and your spouse's) life expectancy, prevailing interest rates for annuities, your age, your spouse's age at the time of payment, and the form of Joint and Survivor Annuity you elect. The monthly benefit amount for a 75% Joint and Survivor Annuity is less than the amount for a 50% Joint and Survivor Annuity in order to provide a greater benefit for your spouse upon your death. The Fund Office will inform you of the monthly amount of this benefit before you begin receiving benefits.

You may elect one of the optional forms of benefit payment described in the following section, but your spouse must consent in writing if you elect any form of payment other than a 50% or 75% Joint and Survivor Annuity. The election must be made at any time within the 180-day period ending on the date your benefits are scheduled to begin. This 180-day period is called your Joint and Survivor Annuity election period. The consent must acknowledge a specific beneficiary and/or form of benefit. This must be done during the Joint and Survivor Annuity election period. The consent must be in writing and it must be notarized. You can revoke an election to waive the Joint and Survivor Annuity at any time during your Joint and Survivor Annuity election period. Revocation must also be in writing. However, any subsequent election to waive the Joint and Survivor Annuity will again require your spouse's consent. Any consent by a spouse is effective only with respect to that particular spouse. The Fund Office will provide you with a detailed written explanation of the Joint and Survivor Annuity between 30 to 180 days before your Plan distribution is scheduled to begin. You and your spouse may consent in writing to begin receiving payments before the end of the 30-day period but no earlier than 7 days after the detailed written explanation of the Joint and Survivor Annuity is provided.

### Single Participants

If you are not married at the time your benefits are scheduled to begin, your Accumulated Share will automatically be distributed in the form of a Single Life Annuity, purchased from a life insurance company, unless you notify the Trustees of your choice of a different form of benefit within the 180-day period before the date your Plan distribution is scheduled to begin. A Single Life Annuity provides you with equal monthly benefits during your lifetime. The monthly payment which will be provided is calculated (by the life insurance company from which the annuity was purchased) on the basis of the value of your Accumulated Share, your

life expectancy and prevailing interest rates for annuities when you retire. The Fund Office will inform you of the amount of this benefit before you begin receiving payments.

### **Optional Forms of Benefit Payment**

In lieu of the automatic forms of benefit described in the prior section, you may elect one of the following optional forms of benefit payments (subject to certain limitations), provided that if you are married at the time your benefits are scheduled to begin, your spouse must consent to your election as described in the previous section:

1. Payment of your entire Accumulated Share in a lump sum.
2. Payment of your Accumulated Share in equal monthly installments over a period not to exceed 10 years until your entire Accumulated Share is paid.
3. Payment of your Accumulated Share balance in any combination of the above two options.

If you elect to receive installment payments of your Accumulated Share and die before receiving all such payments, all remaining payments will be payable to your designated beneficiary. In addition, if you choose installment payments, the amount of your Accumulated Share, which remains in the Plan, shall continue to be adjusted for investment gains and losses and administrative expenses at each quarterly Valuation Date.

#### **Lump Sum**

If you apply for a lump sum distribution from your Annuity Account before the valuation for the preceding quarter has been completed, the amount of your distribution may be paid in two installments. If the amount of the lump sum distribution you are requesting exceeds 80% of the value of your Annuity Account balance as of the prior Valuation Date, you will initially receive a distribution equal to 80% of the value of your Annuity Account balance as of that prior Valuation Date. After the valuation for the preceding quarter has been completed, you will receive the balance of the lump sum amount you requested, provided the amount does not exceed your accumulated share as determined for the current Valuation Date. If your Accumulated Share is \$5,000 or less at the time payments are scheduled to begin, the Trustees will pay it in one lump sum.

# Pre-Retirement Survivor's Benefits

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If you die before you begin receiving any benefits from the Plan, your beneficiary will be entitled to a pre-retirement survivor benefit. The type of benefit he or she may receive depends on whether you are married or single.

## **Non-Spouse Beneficiaries**

If you are not married, your entire Accumulated Share will be paid as a lump sum, and must be distributed to your beneficiary before the end of the calendar year containing the fifth anniversary of your death or begin by December 1 of the year following the year of your death.

## **Spouse is Beneficiary of All or Part of the Account**

If you are married and die before retirement, your spouse is entitled to at least 50% of your Accumulated Share, provided you were married for at least a year at the time of your death. This benefit must be paid to your spouse as a single life annuity unless your spouse rejects this form and elects to receive the benefit in an optional form. If you do not designate your spouse as beneficiary for the remaining 50%, this portion is paid to the designated beneficiary in a single lump sum.

A Pre-Retirement Lifetime Annuity (calculated by the life insurance company from which the annuity was purchased) provides your spouse with equal monthly benefit payments over his or her lifetime. The amount of the monthly payment under the Pre-Retirement Lifetime Annuity is calculated based on your spouse's life expectancy and the prevailing interest rates for annuities. However, if the amount of your Accumulated Share is \$5,000 or less, the benefit will be paid in a lump sum, not as a Pre-Retirement Lifetime Annuity.

Your spouse may begin receiving the Pre-Retirement Lifetime Annuity by December 1 of the calendar year immediately following the calendar year that contains the date of your death, or elect to delay payment to a date that is no later than December 1 of the calendar year in which you would have reached age 70½ if you would have attained age 70½ prior to January 1, 2020, (age 72 if you attain age 70½ on or after January 1, 2020). Your spouse must make the election to delay payment no later than September 30 of the calendar year following the calendar year that contains the date of your death.

Your spouse may also elect to waive payment of the Pre-Retirement Lifetime Annuity and choose the Guaranteed Death Benefit described on the next page, or choose to receive the amount of the Accumulated Share to which he or she is entitled in a lump sum or equal installments over not more than 10 years, or a combination of these two.

If you do not want your spouse to receive the Pre-Retirement Lifetime Annuity, you must first obtain your spouse's written and notarized consent. The consent must acknowledge a specific beneficiary and/or form of benefit payment, and must be made during the applicable election period. The applicable election period begins on the first day of the year in which you reach age 35, and ends on the date of your death. If you stop working for an Employer before you

reach age 35, the applicable election period begins on the date you separate from Covered Employment under the Plan.

### **Guaranteed Death Benefit**

If you die before you begin to receive benefits from the Plan and you are not married, or you are married and you and your spouse have rejected the Pre-Retirement Lifetime Annuity, a guaranteed death benefit shall be payable to your beneficiary or spouse.

The guaranteed death benefit will only be payable if you had worked in covered employment for at least 1,000 hours during the 12 months immediately preceding your death, or during the 24 months preceding your death if you were unable to work due to illness or disability.

The amount of the guaranteed death benefit is based on your Accumulated Share calculated on the last day of the calendar quarter immediately preceding the date of your death, less any outstanding loan amounts, as follows:

<b>Accumulated Share (Less Outstanding Loans)</b>	<b>Guaranteed Death Benefit Amount</b>
\$1 – \$5,000	\$ 6,000
5,001 – 10,000	11,000
10,001 – 15,000	16,000
15,001 – 20,000	21,000
20,001 – 25,000	26,000
25,001 – 30,000	31,000

For Accumulated Share amounts above \$30,000, the guaranteed death benefit amount is calculated in similar increments.

Your beneficiary or spouse may elect to receive the guaranteed death benefit in a lump sum or in equal payments over a period of not more than 10 years beginning with the date of your death.

### **Beneficiary Designation**

You must notify the Fund Office in writing of the person you would like to designate as your beneficiary. You may change your beneficiary designation at any time. If you are married, your spouse's written, notarized consent must be provided if you designate a beneficiary other than your spouse for your spouse's portion. If you are not married, you may designate anyone you wish as your beneficiary.

If you have not designated a beneficiary, or if your designated beneficiary dies before you, your Accumulated Share or guaranteed death benefit will be paid to your surviving spouse or if there is no surviving spouse, then to your children. If there are no surviving children, the death benefit will be paid to your estate.

# Loan Eligibility and Conditions

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You may apply for a loan from your Individual Account if you have maintained that account for at least five years. If you are married, your spouse must also consent to the loan application.

Under the Internal Revenue Code, the maximum loan amount a Participant can apply for, when added to the outstanding balance of any other loans a Participant may have under the Annuity Plan, cannot be higher than the lesser of 50% of your Individual Account balance or \$50,000 reduced by loan repayments in the past 12 months. No loans may be granted for less than \$1,000.

**IMPORTANT NOTE:** Neither the Trustees nor the Fund Manager (or any staff thereof) are qualified to provide you with advice as to the legal and/or tax ramifications of distributions under the Plan. You are urged to consult with a qualified tax advisor or financial planner to fully understand the consequences of any Plan distribution and how it may affect your situation.

Loans will be granted for any of the following reasons:

1. Expenses for you, your spouse or a dependent child attending an educational institution beyond the grammar school level, or a school or institution for physically or mentally handicapped children, including tuition, room and board.
2. Expenses you incur in the purchase of a home, cooperative or condominium apartment which will be your principal residence, including down payment, contract and title expenses. Only one loan for this purpose shall be granted to any participant.
3. Expenses which you incur as a result of illness or injury which are not reimbursed by benefits payable from the Iron Workers Local 40, 361 and 417 Health Fund.
4. Funeral expenses due to the death of a spouse, child, or parent.
5. Expenses you incur for the purchase of an automobile, which you use to travel to or from work as an ironworker. Only one loan for this purpose shall be outstanding at any given time.
6. Expenses you incur for improvements to a home, cooperative or condominium apartment in which you live. Only one loan for this purpose shall be outstanding at any given time.
7. Emergency economic assistance because of unemployment, illness, injury, disability or other reasons recognized by the Trustees, in their sole discretion, as a source of extraordinary hardship.

## Loan Repayment

The loan, when made, will bear market interest rates, which will be updated monthly. You can get more information on these rates from the Fund Office. The rate in effect at the

time you are granted your loan will remain in effect for the entire term of the loan. Your loan must be repaid in full, over a period of five years, in equal quarterly installments due on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup> of each year. These quarterly payments will be deposited into your Individual Account. However, if the purpose of your loan is to purchase a primary residence, the loan may be repaid over a period of up to 10 years. While the loan is outstanding, a portion of your account will be frozen.

Upon the granting of your loan, you must execute and deliver to the Trustees an assignment of the benefits to which you are or may become entitled from the Iron Workers Locals 40, 361 and 417 Vacation Fund as collateral to secure repayment of your loan and accrued interest.

## **Loan Defaults**

The plan will provide a grace period which allows a missed payment to be made as late as the end of the calendar quarter following the calendar quarter in which the default occurred. A loan will be in default when you fail to make a payment when due. This will result in the entire outstanding balance and accrued interest being treated as a distribution and you will be taxed on the entire loan amount, not just the defaulted installment. The distribution will also be subject to the 10% excise tax for early distribution, if you are younger than 59-1/2.

If you default on your loan, and that loan has not been repaid during the grace period, no subsequent loans can be made. For example, if you fail to make a payment within 30 days after the March 1<sup>st</sup> due date, your loan is in default on April 1<sup>st</sup>. However, a grace period exists until September 30<sup>th</sup> during which, the Fund Office is able to accept the missed payment. If your missed payment is not received by September 30<sup>th</sup>, then a final default occurs, and you are no longer eligible for any more loans under the Annuity Plan.

If you enter the military and meet certain conditions, the need for you to make repayments may be suspended. However, interest will continue to accrue in a manner not to exceed that allowed under the Service Members Civil Relief Act. Upon return, the final due date of the loan will be extended by the period of qualified military service, as determined under the Uniformed Services Employment and Reemployment Rights Act, and the amount of each payment will be recalculated in accordance with IRS regulations.

## Applying for Benefits

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To apply for benefits under the Plan, you have to submit a written application to the Board of Trustees at the Fund Office. When you are ready to apply, contact the Fund Office for the necessary application forms.

If you satisfy the requirements for receiving your Plan benefits, but do not apply for benefits, you will be deemed to have elected to postpone commencement of your benefits. Your Individual Account balance will be adjusted at each quarterly Valuation Date until you elect to receive your Accumulated Share, provided no election may postpone the commencement of payment of your Individual Account balance beyond your Required Beginning Date. Your Required Beginning Date, which is set by the Internal Revenue Code, is the April 1<sup>st</sup> of the calendar year following the Calendar Year in which you reach age 70½ if you would have attained age 70½ prior to January 1, 2020, (age 72 if you attain age 70½ on or after January 1, 2020). If you are still employed by a contributing Employer, then your Required Beginning Date is the April 1<sup>st</sup> of the Calendar Year following the Calendar Year in which you retire. The commencement of payments from your Individual Account must begin no later than your Required Beginning Date.

# Right to Appeal

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You or your beneficiary may claim Plan benefits by filing a complete written application to the Board of Trustees at the Fund Office. The submission to the Fund of an application for benefits constitutes a benefit claim.

To ensure that applications for benefits, based on disability, are decided in an independent and impartial manner (since medical judgment may be at issue), any claims adjudicator or expert (medical or vocational) will not be involved with the claims and appeals process based upon the likelihood that such individual will deny benefits.

If your claim for benefits is denied, in whole or in part, the Trustees will provide you with a written explanation of the reasons for the denial within 90 days from the date your application is received. Special circumstances may require more than 90 days to process your claim and make a determination. In such a case, a notice of the extension will be mailed to you within 90 days from the date your claim was received and the extension notice will indicate the special circumstances that required the extension of time and the date by which the Plan expects to render the final decision. If your claim is thereafter denied, notice of the denial will be sent to you within 180 days from the date your claim was received. The notice will be provided in a culturally and linguistically appropriate manner in accordance with the law.

For purposes of this section, the term “adverse benefit determination” shall mean a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit provided under the Plan, and shall also mean any rescission of coverage with respect to you or your beneficiary (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time). For this purpose, the term “rescission” means a cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

Before the Board of Trustees can issue an adverse benefit determination on review of a claim for a loan or death benefit based on Trustee determination of disability, the Board of Trustees shall provide, free of charge, any new or additional evidence considered, relied upon, or generated by the Board of Trustees, or other person making the benefit determination (or at the direction of the Board of Trustees, or such other person) in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give you a reasonable opportunity to respond prior to that date.

Any notice to you or your beneficiary that your claim has been denied shall include the following:

- The specific reason(s) for the denial;
- Specific reference to the Plan provisions on which the denial is based;
- If applicable, a description of any additional material or information necessary to complete the claim and an explanation of why the material or information is necessary;



- A description of the steps which should be taken by you or your beneficiary to appeal the denial of benefits; and
- A statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal.

In addition, the notice of the denial of a loan or death benefit, based on disability, will include the following:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - Your views presented to the Plan of health care professionals treating you and vocational professionals who evaluated you;
  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - A disability determination made by the Social Security Administration.
- If the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse benefit determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- A statement that you or your beneficiary is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

You or your beneficiary have the right to appeal any denial of an application for benefits under the Plan. You, your beneficiary or someone authorized to act on your behalf will have 60 days from the date you receive the notice of denial of your claim to file a request for an appeal of a denial of benefits. The failure to file a request for an appeal within such 60-day period shall constitute a waiver of the claimant's right to a review of the denial. However, the Trustees may relieve a claimant of any such waiver for good cause shown, provided application for such relief is made within one year after the date shown on the notice of denial. The request must be made in writing to the Trustees. In preparing for your appeal, you or your authorized representative may, upon request, review documents pertinent to the claim and submit issues and comments in writing.

If your claim for a loan or death benefit, based on disability, is denied in whole or in part for any reason, then within 45 days after this Plan receives your claim, this Plan will send you written notice of its decision. This period may be extended for up to two 30-day periods due to matters

beyond the control of the Plan. For any extensions, the Plan will provide advance written notice indicating the circumstances requiring the extension and the date that the Plan expects to render a decision. Any notice of extension will specifically explain the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues (if any), and you will be afforded at least 45 days to provide specified information (if applicable).

You will be notified in writing of the Trustees' (or the appropriate committee) decision in writing. The notice shall include the specific reasons for the decision with references, where applicable, to the Plan's provisions on which the decision is based. If the Board of Trustees rules in your favor on the appeal, this ruling will be binding and conclusive. If the Board of Trustees rules against your appeal, the ruling will also be binding and conclusive unless you start legal proceedings challenging the Board's ruling.

If the Plan fails to adhere to its claims and appeals procedures, you will be considered to have exhausted the administrative remedies available under the Plan, and your application will be deemed denied on review without the exercise of discretion by an appropriate party to the Plan. You may then pursue any available remedies under ERISA section 502(a). This will not be the case if, however, the Plan's violation is *de minimis*. By *de minimis* we mean the violation does not cause, or will likely not cause, prejudice or harm to you, so long as the Plan demonstrated good faith, its violation was beyond the control of the Plan, and its violation occurred in the context of an ongoing, good faith exchange of information between you and the Plan and was not part of a pattern or practice of violations by the Plan. You may request a written explanation of the Plan's violation, and the Plan must provide it within 10 days. If a court rules that the Plan met the above standards, your application will be considered as refiled. Within a reasonable time after receipt of the court's decision, the Plan will provide you with a notice of the resubmission.

# Other Important Information

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## **Social Security Benefits**

In addition to Plan benefits, Social Security provides you with another source of retirement income, which can begin as early as age 62. During your career, both you and your Employer contribute to the cost of providing Social Security benefits. Because these benefits are an important financial resource during retirement, you should contact your local Social Security Administration office within the three months before you plan to retire.

## **Tax Treatment of Plan Distributions**

Generally, distributions you, your spouse or your beneficiary receive from the Plan will be subject to federal income taxes. However, if the benefit is paid in a form other than as an annuity over your life or as an annuity over a period of at least 10 years, you or your spouse may defer the taxes by rolling over part or all of your distribution directly to another qualified plan or rollover Individual Retirement Account ("IRA"). Your beneficiary may elect to directly roll over an eligible rollover distribution to an inherited IRA. Taxes due on the amount rolled over are deferred until you begin withdrawing funds.

This Plan is considered a "qualified plan" by the IRS. Direct rollovers are distributions, which are paid from a qualified plan and are directly rolled over into another qualified plan or IRA, or to an inherited IRA. You, your spouse, or your beneficiary can choose to directly roll over all or a portion of the value of your account. You will be provided with forms and instructions to assist you at the appropriate time.

## **Non-Assignment of Benefits**

Benefits cannot be assigned, sold, transferred, mortgaged or pledged to anyone or used as a security for a loan. Under most circumstances, Plan benefits are not subject to attachment or execution under any decree of a court or otherwise. There is an exception to this rule, however, in the case of "Qualified Domestic Relations Orders" ("QDRO") or a Notice of Levy placed on your benefit by the Internal Revenue Service. A QDRO is a court order or judgment directing the Plan to pay all or a portion of your Plan benefits to a spouse, former spouse, child, or other dependent for the purpose of providing child support, alimony, or marital property rights, among other things. Participants and beneficiaries can obtain, without charge, a copy of QDRO procedures from the Fund Office.

## **Incapacity**

If it is determined that you, (or your spouse, dependent child, or beneficiary), have a mental or physical incapacity and become unable to care for your (or their) financial affairs, the Trustees can have your benefit payments redirected to a legal guardian, representative or committee. If there is none, any benefits, which are due, may be used to provide for your (or their) welfare in a manner determined by the Trustees.

## Plan Cancellation or Termination

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The Trustees expect to continue the Plan indefinitely, but reserve the right to amend, modify or terminate the Plan, in their sole and absolute discretion, at any time. If the Plan is terminated, you will automatically have a vested, nonforfeitable right to the accrued benefits you have earned, after providing for the expenses of the Plan.

If the Plan does terminate, the assets will be disbursed in the following order:

- First, Plan expenses would be paid.
- Second, any Accumulated Shares approved for payment prior to the specified termination date would be paid.
- Third, any remaining assets would be distributed among Plan participants. Each participant would receive a portion of the remaining assets equal to the ratio his or her Individual Account had to the total of all Individual Accounts not yet approved for payment.

No part of the remaining assets will be returned to any Employer or the Union.

**IMPORTANT NOTE:** Because this is a Defined Contribution Plan, payment of benefits is not insured by the Pension Benefit Guaranty Corporation ("PBGC").

# Administrative Information

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The following additional information concerning your Plan is being provided to you in accordance with government regulations:

The Plan is a defined contribution money purchase plan. Because the Plan is a defined contribution plan, benefits are not insured by the Pension Benefit Guaranty Corporation. A joint Board of Trustees, consisting of eight Employer representatives and eight Union representatives, is the Plan Administrator. The Board of Trustees has been designated as the agent for the service of legal process. Service of legal process may be made upon any individual Trustee of the Board of Trustees of Iron Workers Locals 40, 361 and 417 Annuity Fund at 451 Park Avenue South, New York, New York 10016.

All contributions to the Plan are made by Employers in accordance with their collective bargaining or other written agreements with the Union. The collective bargaining or other written agreements require contributions to the Plan at fixed dollar amounts. The Fund Office will provide you, upon written request, with information as to whether a particular Employer is contributing to this Plan on behalf of employees working under a collective bargaining or other written agreement. The Fund Office will provide you, upon written request, with a copy of any applicable collective bargaining or other written agreement.

Benefits are provided from the Plan's assets, which are accumulated under the provisions of the collective bargaining or other written agreement and held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

The Plan's assets are invested by professional investment managers.

The Plan shall be administered and operated by the Plan Administrator, in its sole and absolute discretion. The Plan Administrator, and any duly authorized delegate thereof, shall have the complete authority to administer, apply, and interpret the Plan (and any related documents) and to decide all matters arising in connection with the operation or administration of the Plan. All determinations made by the Plan Administrator with respect to any matter arising under the Plan (and any other Plan document) shall be final and binding on all parties, subject to every Participant's rights under law and under the provisions of the Plan.

**Plan Name**

Iron Workers Locals 40, 361 and 417 Annuity Fund

**Plan Administrator and Plan Sponsor**

Board of Trustees  
Iron Workers Locals 40, 361 and 417 Annuity Fund  
451 Park Avenue South  
New York, NY 10016

**Employer Identification Number**

23-7299279

**Plan Number**

001

**Type of Plan**

Defined Contribution Money Purchase Plan

**Fiscal Year End**

December 31

**Plan Year**

January 1 – December 31

# Your Rights under the Employee Retirement Income Security Act (ERISA)

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As a Plan Participant in the Iron Workers Locals 40, 361 and 417 Annuity Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

## **Receive Information about Your Plan and Benefits**

- Examine, without charge, at the Fund 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 Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

## **Prudent Actions by Plan Fiduciaries**

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

## **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to a \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. An individual who wishes to file a civil law suit in court against the Plan must initiate such suit within one year of the date of the denial. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

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