

Operating Engineers Local 12 Defined Contribution Plan



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Summary Plan
Description
2018

OPERATING ENGINEERS TRUST FUNDS

I.U.O.E. LOCAL 12 HEALTH AND WELFARE / PENSION / VACATION / DCP

100 CORSON STREET, SUITE 100 • PASADENA, CALIFORNIA 91103 • (626) 356-1000

P.O. BOX 7063, PASADENA, CALIFORNIA 91109

TTY: (626) 356-3582 WEBSITE: www.oefi.org



SUMMARY PLAN DESCRIPTION FOR THE OPERATING ENGINEERS LOCAL 12 DEFINED CONTRIBUTION PLAN

INTRODUCTION

Effective July 1, 2018 the International Union of Operating Engineers Local 12 and various employer associations established the Operating Engineers Local 12 Defined Contribution Trust and appointed Union Trustees and Employer Trustees ("The Board of Trustees").

Also, effective July 1, 2018, the Board of Trustees adopted the Operating Engineers Local 12 Defined Contribution Plan. These materials are designed to provide you with clear understandable information as to the major provisions of the Plan including a description of the benefits available under the Plan.

Only the Fund Office of the Operating Engineers Trust Funds represents the Board of Trustees in administering the Plan and giving information about the amount of benefits, eligibility and other provisions of the Plan. No individual "Union Trustee", "Employer Trustee", or Union officer or employee is authorized to give official information, explanations or make any agreements binding upon the Board of Trustees. Only the Fund Office is authorized to give official information on behalf of the Board of Trustees.

In the event there is any conflict between the information in this Summary and the official Plan Document, the Plan Document will govern. The formal Plan Document and Trust

Agreement are posted on the website of the Operating Engineers Trust Funds at www.oefi.org.

From time to time the Board of Trustees may make further revisions to the Plan, such as when changes are needed to make sure that the Plan will comply with changes in the Internal Revenue Code or ERISA and/or regulations issued by the Department of Labor and/or Internal Revenue Service.

We believe that the Defined Contribution Plan together with the benefits you may be entitled to from the Operating Engineers Pension Plan will be an important source of retirement income and security for you and your family.

TABLE OF CONTENTS

Introduction	1
Common Questions about the Plan.....	5
When do I become a Participant in the Plan.....	5
How are contributions allocated to Accounts?.....	5
How are investment gains and losses allocated to my Account?.....	5
Is it possible to lose my Individual Account?.....	6
What is my Normal Retirement Date?.....	6
What is my Early Retirement Date?.....	7
May I postpone my retirement under this Plan and commence retirement under the Defined Benefit Pension Plan?.....	7
What will I receive at my Normal or Early Retirement Date?.....	7
Are distributions available before my Normal or Early Retirement Date?.....	9
What if I become disabled?.....	10
What death benefits are available?.....	10
What if I am re-employed after distribution of my Account has been paid or has begun?.....	11
How do I apply for a distribution?.....	12
Can I borrow from my account?.....	12
Are hardship withdrawals available under this Plan?.....	12

Can the Plan be terminated?..... 13

Can a divorce affect my Individual Account or annuity payments?..... 13

Am I entitled to any benefits during periods of military service?..... 14

May I direct my Individual Account's investments?..... 14

Notices of Claim Denials..... 15

Appeal Procedures..... 16

IMPORTANT THINGS FOR YOU TO DO..... 18

INFORMATION REQUIRED BY ERISA..... 20

COMMON QUESTIONS AND ANSWERS ABOUT THE PLAN

(1) *When do I become a Participant in the Plan?*

You become a Participant in the Plan on the first day of the month following the month you work under a Collective Bargaining Agreement that requires your employer to make contributions to the Plan on your hours worked. Because the Plan is first effective July 1, 2018, the initial date of Participation cannot be earlier than August 1, 2018.

The same rules apply to employees who might participate in the Plan under Participation Agreements, such as employees of the Local Union.

Only employees may participate in the Plan. Self-employed individuals and partners cannot participate in the Plan.

(2) *How are contributions allocated to Accounts?*

Individual Accounts are established under the Plan on the books of the record keeper, John Hancock Retirement Services.

A Covered Employee who works one or more Covered Hours on and after July 1, 2018 shall be immediately vested with regard to 100% of the contributions made or required to be made to the Plan on his or her behalf. A Covered Hour is any hour worked under a Collective Bargaining Agreement or Participant Agreement requiring contributions to the Plan. Employees will be vested under this Plan even though they have not worked sufficient Covered Hours to be vested under the Defined Benefit Pension Plan.

(3) *How are investment gains and losses allocated to my Account?*

Investment gains and losses are allocated to your Individual

Account on a daily basis. Written statements from John Hancock Retirement Services, LLC are issued to all Participants four times a year reflecting Individual Account balances as of March 31, June 30, September 30 and December 31. These quarterly statements will reflect investment gains and losses as well as administrative expenses for the preceding three months. Operating Engineers Local 12 has agreed to cover the administrative expenses of the Trust for the first twelve months of its operation, July 1, 2018 through June 30, 2019. Thereafter the Board of Trustees, based upon expert advice received from the Plan's certified public accountant, shall establish a monthly charge which shall be deducted from each Individual Account on a monthly basis and used exclusively to pay the reasonable and necessary expenses of operation of the Trust and Plan. Any such amount is subject to change from time to time as approved by the Board of Trustees.

(4) *Is it possible to lose my Individual Account?*

No. Because you are immediately vested in your account you cannot lose your right to your vested Account balance. In extreme examples, extraordinarily small Account balances may be exhausted by the monthly administrative charge described above but the exhaustion of an Account balance does not mean that you are not vested in your Individual Account.

(5) *What is my Normal Retirement Date?*

Your Normal Retirement Date is the first day of the month coinciding with or next following your 65th birthday. In other words, if your birthday is the 1st of a month, your Normal Retirement date will be your 65th birthday. If your birthday is other than the 1st of the month, your Normal Retirement Date will be the 1st of the month following your 65th birthday.

(6) *What is my Early Retirement Date?*

Your Early Retirement Date is the first day of the month coinciding with or next following the date you meet the Plan's early retirement eligibility requirements. You will be eligible for early retirement if you have severed all employment with all contributing employers to this Plan and either: (1) You have begun to receive early retirement benefits under the Operating Engineers Defined Benefit Pension Plan or, (2) if you are not a Participant in that Plan, if you have attained age 55.

(7) *May I postpone my retirement under this Plan and commence retirement under the Defined Benefit Pension Plan?*

Nothing prevents you from commencing your retirement under the Defined Benefit Pension Plan and postponing your retirement under this Plan. By postponing your retirement under this Plan investment gains, if any, will continue to accrue to your Individual Account until such time as you commence distribution of your Individual Account under this Plan. However, distribution of your Individual Account must be made or begin no later than April 1 following the calendar year in which you reach age 70 ½ unless you elect under the provisions of the Plan to defer receipt of benefits until you are no longer working in employment covered by the Plan.

(8) *What will I receive at my Normal or Early Retirement Date?*

Presuming that you elect to retire after reaching your Normal or Early Retirement Date and sever all employment with all contributing employers, what you will receive will depend upon your Individual Account balance and the form of distribution you elect.

If you are married, your Individual Account will be distributed

as a 50% Joint and Survivor Annuity unless you elect some optional payment form and your spouse consents to your election. The 50% Joint and Survivor Annuity provides you with monthly payments for your lifetime. If your spouse survives you monthly payments will continue to your surviving spouse for your spouse's lifetime in an amount equal to 50% of the payments you were receiving. This annuity payment is provided through an individual annuity provided by John Hancock Retirement Services LLC, based upon your Individual Account balance.

With your spouse's consent you can elect to receive your payment in the form of a single lump sum. In almost all instances this single lump sum payment can be made in the form of an eligible rollover distribution to a qualified Individual Retirement Account you have established with an appropriate institution.

Pursuant to an annuity contract as it may exist from time to time between John Hancock Retirement Services, LLC and the Trust, you may also receive benefits in the form of a single life annuity, 66 2/3% Joint and Survivor Annuity, 75% Joint and Survivor Annuity, 100 % Joint and Survivor Annuity, Certain and Life Annuity benefit and Full Cash Refund Annuity.

If you are not married, distribution of your Individual Account will be made as a single life annuity unless you elect otherwise. A single life annuity provides payments for your lifetime with no continuing payments after your death. A single individual may also elect payment in the form of a single lump sum payment and in almost all instances may take that payment in the form of an eligible rollover distribution to an IRA established with an appropriate institution.

Pursuant to the annuity contract a Certain and Life Annuity and Full Cash Refund Annuity is also available.

If an Individual Account balance is \$5,000 or less, it will always be paid in a single lump sum to both married and unmarried Participants. There is no option to elect any other form of benefit but in most instances, it can take place in the form of an eligible rollover distribution to an Individual Retirement Account you have established with an appropriate financial institution.

While contributions to your Individual Account pursuant to the terms of a Collective Bargaining Agreement or Participation Agreement are tax free and investment gains credited to your Individual Account are tax free, distributions from your Individual Account will be reported as taxable income. Taking a lump sum distribution of your Account in any form other than an eligible rollover distribution may have significant adverse tax consequences to you.

(9) Are distributions available before my Normal or Early Retirement Date?

If you have terminated employment with all contributing employers to this Plan but have not reached your Normal or Early Retirement Date, you will be entitled to a distribution of your Individual Account provided at least 12 consecutive months have passed since your most recent employment in Covered Employment or in employment that would have resulted in the suspension of pension benefits under the Defined Benefit Pension Plan.

For Individual Account balances of \$7,500 or less, if you have severed all employment with all contributing employers, you

are entitled to receive a distribution of your Individual Account balance regardless of work in suspendible employment under the provisions of the Defined Benefit Pension Plan.

(10) *What if I become disabled?*

If your employment is terminated due to total and permanent disability, you will be entitled to receive a distribution of your Individual Account. The forms of distribution available are the same as those set forth above.

(11) *What death benefits are available?*

If you die after distribution of your Individual Account balance has begun, the death benefits will depend upon the form of payment you previously elected.

If you die before distribution of your Individual Account has begun, your Account will be distributed to your beneficiary as described below.

If you are married, your beneficiary will be your spouse, unless your spouse has provided written and notarized consent to the designation of another person as your beneficiary. If your Individual Account is greater than \$5,000, payment will be made in the form of a lifetime annuity with monthly payments to your spouse for life. Instead of a lifetime annuity, your spouse may elect a single lump sum distribution which in almost all cases can be taken in the form of an eligible rollover distribution. If your Individual Account balance is \$5,000 or less, it will be paid to your surviving spouse in a lump sum but may be taken in the form of an eligible rollover distribution.

If you are not married, the beneficiary you have designated with the Plan will receive benefits in the form of a single lump sum distribution. An eligible rollover distribution may or may not be available to your designated beneficiary.

If an unmarried Participant has not designated a beneficiary, payment will be made to the person or persons in the first of the following classes in which members of the class survive the Participant:

- A. children
- B. parents
- C. brothers and sisters

If no such preference beneficiaries survives a Participant, then the Participant's Individual Account shall be distributed to the Participant's estate in accordance with applicable State law.

(12) What if I am re-employed after distribution of my Account has been paid or has begun?

An additional Individual Account will be established. You may receive a distribution of your additional Individual Account if:

- A. your Individual Account balance due to additional contributions is \$7,500 or less and you have severed your employment with all contributing employers, or
- B. twelve consecutive months have passed since your most recent Covered Employment resulting in the additional Individual Account balance, or
- C. you have reached the later of your Normal Retirement Date or the first anniversary date of your most recent distribution.

You may elect that your additional Individual Account be payable in any payment form available under the Plan related to your additional Individual Account balance.

If you die before payment of your additional Individual Account balance has begun, your Individual Account balance will be paid as if you had died before retirement.

(13) *How do I apply for a distribution?*

You may contact the Fund Office for an application. When you receive the application, review it carefully and return a completed copy to the Fund Office which shall conduct a review of eligibility. You are required to make an election regarding the date you wish your distribution to become effective.

(14) *Can I borrow from my account?*

No. Because the Plan has only recently commenced, and all account balances will be comparatively small, the Board of Trustees has determined that it would be unreasonable to implement any loan program. It is doubtful that the Board of Trustees will even consider adoption of a loan program until the Plan has been in operation for 10 to 15 years.

(15) *Are hardship withdrawals available under this Plan?*

No. This Plan is designed as a "money purchase plan" under the provisions of the Internal Revenue Code and no hardship distributions are available under such a tax qualified plan.

(16) *Can the Plan be terminated?*

Yes. The Trustees are empowered to terminate the Plan if they deem it necessary or prudent to do so. In the unlikely event such a power were exercised, the vested assets in your Individual Account, after taking into account administrative

expenses, may not be forfeited. In no event, can any of the assets of the Plan revert to the employers or be paid to the Union.

(17) *Can a divorce affect my Individual Account or annuity payments?*

Yes. As part of a divorce proceeding, a spouse may obtain a court order called a Qualified Domestic Relations Order (QDRO). The Board of Trustees must honor such Orders and amounts may be taken from your Individual Account or annuity to pay alimony, child support, or marital property rights of your spouse, former spouse, child or other dependent. Federal, state and local child support agencies may obtain QDROs covering unpaid child support obligations and under such Orders the Trustees are required to deduct the appropriate amounts from your Individual Account and pay the same to the appropriate agency.

In the hopes of lessening Trust administrative expenses, the Trustees have approved form QDRO documents and the Fund Office has been authorized to treat such an issued QDRO as qualified and transmit appropriate notices to the Participant and Alternate Payee. You or your attorney can obtain a copy of the form QDRO and/or QDRO procedures from the Fund's website (www.oefi.org) or the Fund Office. If the form QDRO is not utilized and the attorneys involved in your divorce instead utilize some other form of proposed QDRO, then the form prepared by those attorneys must be reviewed and approved by the Trust Fund's attorney. The Trust Fund attorney will review the QDRO and provide advice to the Board of Trustees as to whether or not they should treat the Domestic Relations Order presented as being qualified under the provisions of federal law taking into

account provisions of the Plan. The Trustees then make a final decision and notify you and the Alternate Payee of their decision. It is important to recognize that separate pre-approved QDROs are required for the Defined Benefit Pension Plan and this Defined Contribution Plan.

(18) Am I entitled to any benefits during periods of military service?

Yes. Military service subsequent to your contribution date is credited at the greater of 125 hours per month for each complete month of military service or the average monthly hours worked in the 12 months prior to your commencement of military service and 8 hours per day for any additional fraction of a month. Contributions are credited to the Participant's Individual Account at the hourly rate then in effect in the appropriate Collective Bargaining Agreement or Participation Agreement. Specific provisions of the Plan govern eligibility for this benefit. Contributions credited for military service are paid out of Plan assets as a Plan expense. You must provide all necessary documentation regarding your military service including your honorable discharge paperwork in order to receive credit for periods of military service.

(19) May I direct my Individual Account's investments?

No. The Board of Trustees may consider Participant directed investments in the future, but only after the Plan has been in operation for 10 to 15 years.

BENEFIT APPLICATION AND APPEALS PROCEDURE

If you are planning to retire and wish to commence receipt of benefits from this Plan, you should apply about three months before you expect to stop working. For distributions following severance of all employment with all contributing employers, you should apply approximately nine months after you stop working.

You may obtain benefit application forms from the Fund Office at the address shown in this document. Application forms are also available on the Trust Fund's website at (www.oefi.org).

No benefits can be paid unless and until an application has been filed. An application shall be considered to be filed as soon as it and all required related information is received by the Fund Office. If you have not provided all the necessary information and documents, the Fund Office will inform you of the additional information and/or documents needed, as soon as reasonably possible.

Notices of Claim Denials.

If your benefit application is denied, the Fund Office will send you a written notice of the denial which shall contain the following information:

- The specific reasons for the denial.
- Specific reference as to the Plan provisions on which the denial is based.
- A description of any additional material or information which would be needed to have your benefit application approved and an explanation of why such material or information is needed.

- An explanation of the appeal review procedures described below.
- A statement of your right to bring a civil action under ERISA Section 502(a) following your exhaustion of the Plan's appeal procedures.

A notice of denial, if any, generally will be sent to you within 90 days after your benefit application is filed. If, because of special circumstances, more time is needed to process your application, the Fund Office will send you a notice which will describe the special circumstances and how much time is needed.

Appeal Procedures.

If you believe you have been wrongfully denied a benefit to which you are entitled, you may appeal the benefit denial. If you wish to appeal, you must submit a written request for your appeal to the Fund Office within 60 days after you have received the notice that your benefit application has been denied.

If you have applied for benefits based upon an alleged disability, your request for an appeal may be made to the Fund Office within 180 days after receipt of the denial of an application for benefits based upon disability.

Whenever an appeal is filed you or your authorized representative may review the documents related to your case and submit written comments, documents and arguments supporting your claim.

The Board of Trustees, or a committee set up by the Board of Trustees, will then review your benefit application and its

denial and notify you in writing of the decision regarding your appeal within 120 days of receipt of the appeal. Your appeal will be considered at the Board of Trustees' meeting that immediately follows the Fund Office's receipt of your appeal unless your appeal is not received within 30 days of the next Board of Trustees meeting. For an appeal received within 30 days of the next Board of Trustees meeting, the Board will make a decision at their next regularly scheduled meeting following receipt of your appeal. If for some reason special circumstances require an extension of time for processing your appeal, you will be notified in writing and the decision will be rendered not later than the third meeting of the Board of Trustees following receipt of your appeal. Whenever special circumstances require an extension of time for processing your appeal, you will receive written notice of the extension before the extension time period begins. In all appeals the Fund Office will notify you of the Board of Trustees' decision on your appeal as soon as possible after the meeting, but not later than 5 days after the benefit determination has been made. A decision on your appeal will always be in writing. If your appeal is denied the decision will identify the specific plan provisions upon which the denial was based.

If after receiving notification of denial of a benefit application you still believe you have been wrongfully denied benefits, you have the right to file an action in court under Section 502(a) of ERISA.

IMPORTANT THINGS FOR YOU TO DO

Keep your mailing address updated.

You must keep the Fund Office informed of any change in your mailing address in order that you receive communications from the Fund Office and John Hancock Retirement Services, LLC. All mailings will be made to the last known mailing address on record at the Fund Office. The mailing address of the Fund Office, phone number and website address are on page 20.

A change of address will not be made by the Fund Office unless the change is in writing and is signed by you. A change of mailing address cannot be accepted by telephone.

The Fund Office and the Union Office are two separate and distinct entities.

You must provide separate notification to both of any change in your mailing address.

Keep your pay stubs.

The accuracy and completeness of the hours of your work is an essential element in determining the amount of your Individual Account balance. The quarterly statements you receive from John Hancock Retirement Services, LLC will show all of the contributions credited to your Individual Account in the preceding calendar quarter. For example, the report you receive for the period ending March 31 will show all contributions received and credited to your account in January, February and March. It is important to understand that employer contributions are made by employers in the month following the month in which work is actually performed. For example, when you receive the statement covering the period closing March 31, the statement will reflect contributions credited to your Individual Account for hours

worked in December, January and February. Credits to your individual account for hours worked during March will be shown on the quarterly statement you receive for the period ending in June.

If you believe you have not been credited with all required contributions you should contact the Fund Office.

Designation of Beneficiaries.

So long as you are legally married, the law requires that your spouse receive the benefits from the Plan unless your spouse has executed, during your marriage, a notarized document permitting you to name someone else as your designated beneficiary. Whenever you marry or divorce, it is extremely important that you complete a new Designation of Beneficiary form and file it with the Fund Office. If you are not married, you may change your designated beneficiary at any time by filing a new Designation of Beneficiary form with the Fund Office. The form is available from the Fund Office and on the Plan's website (www.oefi.org).

Save this booklet.

Place this booklet in a safe place. If you misplace your copy of this booklet you may receive another one from the Fund Office. This booklet is also available on the Plan 's website.

Additional questions and account balance.

If you have any additional questions about the Plan and your rights and benefits under it, you should contact the Fund Office. Should you wish to check on your Individual Account balance, you may do so by calling John Hancock Retirement Services, LLC at (833) 388-6466 or logging into John Hancock Retirement Services, LLC website (www.myplan.johnhancock.com)

INFORMATION REQUIRED BY ERISA

(1) *Name of Plan:*

Operating Engineers Local 12 Defined Contribution Plan.

(2) *Type of Plan:*

This is a money purchase pension plan under the Internal Revenue Code. A money purchase pension plan is one that specifies a definite employer contribution rate per hour, establishes individual accounts for each plan Participant and provides benefits based solely upon the amount in the Participant's account at the time of distribution.

(3) *Type of Administration:*

The Board of Trustees of the Operating Engineers Local 12 Defined Contribution Trust Fund is the administrator of the Plan. The Board of Trustees is composed of an equal number of Employer Trustees and Union Trustees appointed pursuant to the provisions of the Trust Agreement. Many of the day to day tasks of Plan administration have been delegated by the Board of Trustees to the Operating Engineers Fund, Inc. Administrative Corporation (Fund Office) which has been engaged by the Board of Trustees of the Trust Fund. The address and telephone numbers of the Administrative Office are:

Operating Engineers Funds, Inc.

100 Corson Street, Suite 100

Pasadena, CA 91103

(866) 400-5200

www.oefi.org

The Board of Trustees has delegated the tasks of maintaining daily individual account balances and processing approved

applications for distributions to John Hancock Retirement Services, LLC whose address, telephone number and website is as follows:

John Hancock Retirement Services, LLC
690 Canton Street
Westwood, MA 02090
(833) 388-6466
www.myplan.johnhancock.com

(4) Plan Year:

This Plan's fiscal year for record keeping and account purposes is from July 1 through June 30.

(5) Funding and Contributions:

Plan Participants may not contribute to this Plan. Employer contributions are the only source of funding. These contributions are made according to the provisions of collective bargaining agreements between Local 12 and contributing employers (or, in some cases, other types of written agreement between employers and the Trust Fund). Assets of the Plan and Trust are held in trust by the Reliance Trust Company for the benefit of Plan Participants and beneficiaries. Benefits are provided directly from the assets of the Trust Fund.

(6) PBGC Coverage:

The Plan is not insured by the Pension Benefit Guarantee Corporation (PBGC) because the PBGC does not insure money purchase plans.

(7) Collective Bargaining Agreements:

This Plan is the result of multiple collective bargaining agreements between Operating Engineers Local 12 and employer associations and individual employers. Copies of

these Collective Bargaining Agreements are available to you at the Administrative Office for your inspection free of charge. Upon written request, the Administrative Office will supply you with a copy of a Collective Bargaining Agreement, but you must pay the reasonable copying costs for any such copy.

(8) *Participating Employers and Employer Groups:*
The Administrative Office will give you information as to whether a particular employer or employer group is participating in this Plan. If the employer or employer group is participating in this Plan, the Fund Office will give you the employer's or the employer group's address.

(9) *Plan Administrator:*
Board of Trustees of the Operating Engineers Local 12
Defined Contribution Trust Fund
100 Corson Street, Suite 100
Pasadena, CA 91103
(866) 400-5200

(10) *Members of the Board of Trustees:*

Union Trustees
David K. Sikorski
David Garbarino
Ken Hunt
Shawn Kinsey
Perry Hawkins
Robert Ninteman
Joe Rangel, Jr.

Employer Trustees
Jim Ryan
Michael Crawford
Mike Prlich
Stanley Howard
Patrick Velasquez
Jaimie Angus
George Butorovich
Kurt Eddie
John Cooper

(11) *Agent for Service of Legal Process:*

The name and address for the Service of Legal Process is:

Michael B. De Chellis
Operating Engineers Funds, Inc.
100 Corson Street, Suite 100
Pasadena, CA 91103
(866) 400-5200

Legal process may also be served on a Plan Trustee.

(12) *Plan Identification Numbers:*

The Employer Identification Number issued to the Board of Trustees by the Internal Revenue Service is 83-0984282, Plan Number 001.

(13) *Your rights under ERISA:*

As a Participant in the Operating Engineers Local 12 Defined Contribution Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) as amended. ERISA provides that all Plan Participants shall be entitled to examine without charge at the Fund Office and at other locations, such as Local Union offices, all Plan Documents, including any insurance contracts, if any, 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.

You are entitled to obtain, upon written request to the Fund Office, documents governing the operation of the Plan, including insurance contracts if any and the collective bargaining agreements and copies of the latest annual report (Form 5500 series) and an updated Summary Plan Description.

The Plan Administrator may charge reasonable copying charges for such documents.

You may obtain a statement telling you whether or not you have a vested right to receive a pension at normal retirement age (age 65) and your current individual account balance. Participants may obtain information as to their individual account balance free of charge by logging on to the John Hancock Retirement Services, LLC website (www.myplan.johnhancock.com).

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of this employee benefit plan. The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to act prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, Operating Engineers Local 12 or any other person, may fire you or otherwise discriminate against you in any way, to prevent you from obtaining benefits or exercising your rights under ERISA. If your claim for a benefit is denied, in whole or in part, you must receive written explanation for the reason of the denial. You have a right to have the Board of Trustees review and reconsider your claim. The procedure for appealing a benefit denial is described under the heading "Appeals Procedure" found on page 15.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court.

In such case, the court may require the Plan Administrator to provide the materials to you and pay you up to \$110 per 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 fail to take appropriate action concerning the status of a qualified domestic relations order, you may file suit in federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a qualified domestic relations order, you may file suit in court. If it should happen that the 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 federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the first person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, the court finds your claim is frivolous.

If you have any questions about your rights, you should contact the Administrative Office of the nearest area Office of Employee Benefits Security Administration (U.S. Department of Labor) located at 35 N. Lake Ave., Ste. 300, Pasadena, California 91101. Telephone number (626) 229-1000.

(14) *Participation:*

You are entitled to participate in this Plan if you work under one of the Collective Bargaining Agreements or Participation Agreements described in item 5 above.

(15) *Eligibility for Benefits:*

The Plan's requirements with respect to eligibility for benefits are described in Articles V, VI, VII and VIII of the Defined Contribution Plan. The Normal Retirement Age under the Defined Contribution Plan is the first day of the month coinciding with or next following your 65th birthday. Early Retirement Benefits are available the first day of the month coinciding with or next following your 55th birthday. Article VI sets forth the eligibility requirements for distribution of benefits upon a Participant's separation from service prior to eligibility for Early or Normal Retirement Benefits. Article VII sets forth the eligibility criteria for distribution following a termination of employment due to disability.

(16) *Joint and Survivor Benefits:*

This Plan requires that a 50% Joint and Survivor benefit be paid to a Participant who is married at the time he or she retires, unless the employee and his or her spouse elect to reject such benefit. The details concerning the form of benefits are set forth in Article V, Section 4 of the Defined Contribution Plan.

(17) *Circumstances which may result in disqualification or ineligibility for, or denial, suspension or loss of benefits:*

You cannot receive a distribution of your Early Retirement benefit unless you have severed all employment with all contributing employers.

You cannot receive a distribution of your benefits prior to satisfying the criteria for a Normal Retirement benefit or Early Retirement benefit until at least 12 months after your last employment in Covered Employment or employment

which would give rise to a suspension of pension benefits under the Defined Benefit Pension Plan.

If your Individual Account Balance is \$7,500 or less and you have severed all employment with all contributing employers, you will be entitled to receive a distribution of your Individual Account Balance.

No distributions of any benefits will occur without receipt of an appropriate application and all required materials, except in terms of mandatory required minimum distribution under the Internal Revenue Code.

(18) *Plan Termination and Plan Amendment:*

The Board of Trustees fully intends to maintain the Plan on an indefinite basis. Neither the Contributing Employers, the Union nor the Board of Trustees or any of their officers, agents or employees guarantee, in any manner, that benefits will be paid. All contributions made by your employers will be placed in the Trust and all benefits under the Plan will be paid from the Trust in accordance with the Defined Contribution Plan. Any person having entitlement to benefits under the Defined Contribution Plan must look to the assets of the Trust for satisfaction.

The Board of Trustees intends to continue the Defined Contribution Plan indefinitely, but reserves the right to amend the Plan, to change the method of providing benefits or to terminate the Plan should they determine it should ever be necessary. In any such case, you will be notified of any changes that have been made and the reasons for any decision. Remember however, that no Amendment will be made to the Plan that would deprive you of benefits you have already accrued before such Amendment or change was made. Under

the law, no Plan Amendment or change can be made that would divert any part of the Trust's assets to a purpose other than the exclusive benefit of the Participants and eligible beneficiaries.

(19) *Vesting:*

All Plan Participants are immediately 100% vested in their Individual Account under the Plan.