

**OREGON-WASHINGTON CARPENTERS-EMPLOYERS
PENSION TRUST FUND**

SUMMARY PLAN DESCRIPTION

July 1, 2006

**OREGON-WASHINGTON CARPENTERS-EMPLOYERS
PENSION TRUST FUND
541 N.E. 20th Avenue, #108
Portland, Oregon 97232
(503) 222-9603
TOLL-FREE 1-800-888-0346**

July 1, 2006

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CONSULTANT: Innovative Cost Management Services, Inc.

LEGAL COUNSEL: Miller Nash LLP, and
Brownstein, Rask, Sweeney,
Kerr, Grimm, DeSylvia & Hay LLP

AUDITOR: Lockitch, Clements & Rice, P.S.

ONLY THE FULL BOARD OF TRUSTEES IS AUTHORIZED TO INTERPRET THE PLAN OF BENEFITS DESCRIBED IN THIS BOOKLET. NO EMPLOYER, NOR THE UNION, NOR ANY REPRESENTATIVE OF EITHER, IS AUTHORIZED TO INTERPRET THIS PLAN - NOR CAN SUCH PERSON ACT AS AN AGENT OF THE BOARD OF TRUSTEES.

Este folleto contiene un resumen, en inglés, de los derechos y beneficios de cada empleado según el plan Oregon-Washington Carpenters-Employers Pension Trust Fund. Si tiene alguna dificultad en entender cualquier parte del folleto, póngase en contacto con el American Benefit Plan Administrators, Inc., at 541 N.E. 20th Avenue, #108, Portland, Oregon 97232. Las horas de oficina son de las 8:30 am a las 5:00 pm, de lunes a viernes, inclusive. También puede llamar a la oficina del administrador del plan al 800-888-0346 para ayuda.

This booklet contains a summary, in English, of your plan rights and benefits under the Oregon-Washington Carpenters-Employers Pension Trust Fund. If you have difficulty understanding any part of this booklet, contact American Benefit Plan Administrators, Inc., at 541 N.E. 20th Avenue, #108, Portland, Oregon 97232. Office hours are from 8:30 am to 5:00 pm, Monday through Friday. You may also call the plan administrator's office at 800-888-0346 for assistance.

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To All Participants and Beneficiaries:

This booklet provides you with an up-to-date description of your Pension Plan. Since the last publication of the booklet, the Board of Trustees has adopted several Plan amendments to make needed changes and to comply with federal law.

A summary of the Plan and a brief discussion of some general facts of interest are presented in this booklet. It contains examples that illustrate different features of your Plan. However, it is not possible to explain each and every detail in this Plan booklet. Should you desire more complete information, the legal Plan document is available from the Administrator.

The Plan is financed by contributions made in accordance with collective bargaining agreements between the union and the employers in the industry and by earnings on the Trust's investments.

We urge both you and your spouse to read this booklet and keep it for future reference. It contains information that plays an important part in your retirement plans.

If you have any questions, please contact the Administrator's office.

Sincerely,

BOARD OF TRUSTEES

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This explanation of the Pension Plan is a brief and very general statement of the most important provisions of the Pension Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions of the Plan.

Your rights can be determined only by consulting the actual text of the Pension Plan. The Administrator will send you a copy of the Pension Plan if you request a copy in writing and pay a copying charge. By prior appointment a copy of the Plan will be made available for your free inspection at the Administrator's office, any Union office, or the office of any employer employing 50 or more Participants.

DEFINITION OF TERMS

The following are general definitions of some of the terms used in explaining the Pension Plan. The actual text of the Plan document, which is available from the Administrator, includes these and other terms and provides greater detail.

1. **Benefit Units** are earned for hours of work in contributory covered employment which are used to determine the amount of pension payable by the Plan.
2. **Collective Bargaining Agreement** means the collective bargaining agreement(s) entered into between the employers and the Union or any local union affiliated with the Union, that provides for employer contributions to the Plan.
3. **Contributory Hours** are hours of work in a covered job for which contributions are required to be made to the Plan.
4. **Credited Service** is earned for hours of work in contributory covered employment and continuous noncovered employment which are used to determine when a benefit is not lost by ceasing work and when eligible for a pension from the Plan.
5. **Eligible Employees** include the following:
 - Employees whose employment is covered by a Collective Bargaining Agreement providing for contributions to the Plan;
 - Employees of the Union or a local union affiliated with the Union, on whose behalf contributions are made to the Plan; and
 - Employees of participating employers whose employment is not covered by a Collective Bargaining Agreement, on whose behalf contributions are made to the Plan pursuant to a written agreement between the employer and the Board of Trustees.

A self employed person or substantial partner in an unincorporated business or a substantial owner of a corporation, or a close relative of such a person, is by law not eligible to participate in the Plan. Contact the Administrator if you have questions about your particular situation.

Leased employees as defined in the Internal Revenue Code, if proper under the Collective Bargaining Agreement, and individuals who are not treated as employees of an employer for payroll tax purposes (even if they are later determined to be employees) are also not eligible to participate in the Plan.

6. **Hour of Service** means any work hour for which you are directly or indirectly paid for duties performed, including hours for which back pay is either awarded or agreed to by your employer. If your employer does not keep track of your actual hours of service, you will be credited with 190 hours for each month in which you have at least one hour of service.

Nonduty hours for which you are paid also count as hours of service if they are for vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. No more than 501 hours of service are credited for any single continuous period of paid nonduty hours. In determining paid nonduty hours, payment does not include workers' compensation, unemployment compensation, disability insurance payments, or medical expense reimbursement payments.

7. **Normal Retirement Age** means age 65.
8. **Participant** means an Eligible Employee who works one or more hours in contributory covered employment, a retiree, or a former Employee who is vested (worked enough that benefits not lost by ceasing work) under the Plan.
9. **Plan** means the Oregon-Washington Carpenters-Employers Pension Plan as last amended and restated effective July 1, 2005.
10. **Plan Year** means the period from July 1 of any year through June 30 of the following year. It is the 12-month period used to determine Credited Service, Benefit Units, One-Year Breaks in Service, and Separations from Covered Employment.
11. **Union** means the Pacific Northwest Regional Council of Carpenters (affiliated with the United Brotherhood of Carpenters & Joiners of America).

HOW YOU BECOME A PARTICIPANT IN THE PLAN

You become a Participant in the Plan when you first have an Hour of Service in contributory covered employment. In no event will your participation date be later than the first July 1 or January 1 after you have completed a year of service and reached age 21. For this purpose, a “**year of service**” is any 12-month period during which you have at least 1,000 Hours of Service as an Eligible Employee. If you went directly from noncovered to covered employment with the same participating employer, the noncovered work counts toward the 1,000 Hours of Service.

Your participation in the Plan will end on the last day of any Plan Year in which you fail to have at least 300 Hours of Service (a “**One-Year Break in Service**”), unless you are vested. Once your participation ends under this rule, you will again become a Participant as soon as you return to covered employment.

HOW WORKING TIME COUNTS FOR A PENSION

The amount of time you work in a job covered by a Collective Bargaining Agreement (or in another type of job for which your employer is required to contribute to the Plan) counts in several important ways. It determines whether you are eligible for a pension and how much your pension will be. The time you work as a Participant in the Plan is measured in two ways--in years of Credited Service (used to determine eligibility) and in Benefit Units (used to determine pension amount).

After you become a Participant in the Plan, you receive both Credited Service and Benefit Units during the time your employer is required to contribute to the Plan. This period after contributions start is called Credited Future Service. You may also receive Credited Past Service and Benefit Units for the time you worked in the building and construction industry in the Oregon and southwest Washington geographic area covered by the Plan before July 1, 1962, which is when contributions to the Plan first started.

Credited Service After June 30, 1962

After June 30, 1976, you receive Credited Future Service in accordance with the following table for Hours of Service during a Plan Year in a job for which your employer was required to make contributions to the Plan (a “covered job”):

<u>Hours of Service in Plan Year</u>	<u>Credited Future Service</u>
Less than 300 hours	0
300 through 499 hours	¼ year
500 through 749 hours	½ year
750 through 999 hours	¾ year
1,000 hours or more	1 year

From July 1, 1966, through June 30, 1976, you received Credited Future Service in accordance with the following table for Hours of Service during a Plan Year in a covered job:

<u>Hours of Service in Plan Year</u>	<u>Credited Future Service</u>
Less than 300 hours	0
300 through 599 hours	¼ year
600 through 899 hours	½ year
900 through 999 hours	¾ year
1,000 through 1,499 hours	1 year
1,500 through 1,799 hours	1¼ years
1,800 or more hours	1½ years

From July 1, 1962, through June 30, 1966, you received Credited Future Service in accordance with the following table for Hours of Service during a Plan Year in a covered job:

<u>Hours of Service in Plan Year</u>	<u>Credited Future Service</u>
Less than 300 hours	0
300 through 599 hours	¼ year
600 through 899 hours	½ year
900 through 999 hours	¾ year
1,000 or more hours	1 year

After June 30, 1976, you also receive hours toward a year of Credited Service (but not toward a partial year) for work in continuous non-covered employment before or after your contributory

covered employment. “Continuous non-covered employment” is employment in a job not covered by this Plan if you work for a contributing employer, and:

- You move directly from a covered job with that employer to a noncovered job with that employer (such as bookkeeper); or
- You move directly from a noncovered job with that employer to a covered job with that employer.

After June 30, 1980, if you are absent from covered employment due to disability, you also receive Credited Service for the period of the disability. For this purpose, you are considered disabled if the Board of Trustees finds that you are prevented from working in the building and construction industry in the type of employment covered by a Collective Bargaining Agreement due to a physical or mental condition. To receive credit for a period of disability, you must give the Board of Trustees written notice and any additional evidence the Board may require.

After June 30, 1988, you also receive hours toward a year of Credited Service (but not toward a partial year) if, immediately after working in a covered job, you perform work of the type covered by the Collective Bargaining Agreement for a public sector employer that has a retirement program and is signatory to the Collective Bargaining Agreement.

Military Service. You also receive Credited Service for periods of qualified military service. To qualify for this credit, you must not have had a One-Year Break in Service when you entered military service, and, after completing the military service, you must return to employment with a participating employer with reemployment rights guaranteed under federal law. (See “How Military Service May Affect Your Pension,” below).

Credited Service Before July 1, 1962

You receive Credited Past Service for each full or partial Plan Year before July 1, 1962, during which you were employed for at least 300 hours:

- In the geographical area covered by the Plan in one or more job classifications covered by a Collective Bargaining Agreement; or
- By a Union (as defined in the Plan as in effect on July 1, 1962), or by a local union affiliated with a Union, in a position covered under the Plan.

You receive a full year of Credited Past Service if you were employed for at least 1,200 hours during a Plan Year. If you were employed for fewer than 1,200 hours, you receive one-fourth of a year of Credited Past Service for each full 300 hours of employment.

You do not receive Credited Past Service for employment covered by a pension program of a public agency.

To determine the number of hours you worked in plan years before July 1, 1962, the Trustees use certain records. These records include:

- The records or statements of past employers;
- The records of the Social Security administration; and
- Union records.

Benefit Units On and After July 1, 1962

Benefit Units are earned on the basis of your **Contributory Hours**, your hours of work in a covered job for which contributions are made or are required to be made to the Plan. Before July 1, 1976, Contributory Hours included only those hours for which contributions were actually made.

Beginning July 1, 1976, you receive Benefit Units for Contributory Hours during a Plan Year, in accordance with the following table:

<u>Contributory Hours Earned in Plan Year</u>	<u>Benefit Units</u>
Less than 300 hours*	0
300 through 399 hours	3/12
400 through 499 hours	4/12
500 through 599 hours	5/12
600 through 699 hours	6/12
700 through 799 hours	7/12
800 through 899 hours	8/12
900 through 999 hours	9/12
1,000 through 1,099 hours	10/12
1,100 through 1,199 hours	11/12
1,200 through 1,299 hours	1
1,300 through 1,399 hours	1 1/12
1,400 through 1,499 hours	1 2/12
1,500 through 1,599 hours	1 3/12
1,600 through 1,699 hours	1 4/12
1,700 through 1,799 hours	1 5/12
1,800 hours or more	1 6/12

*If you became a Participant on other than the first day of a Plan Year, and you earned a year of Credited Service during that Plan Year, but you had fewer than 300 Contributory Hours, you will receive a fraction of a Benefit Unit equal to your Contributory Hours during the Plan Year divided by 2,000.

From July 1, 1966, through June 30, 1976, you received Benefit Units for Contributory Hours during a Plan Year, in accordance with the following schedule:

<u>Contributory Hours Earned in Plan Year</u>	<u>Benefit Units</u>
Less than 300 hours	0
300 through 599 hours	1/4
600 through 899 hours	1/2
900 through 1,199 hours	3/4
1,200 through 1,499 hours	1
1,500 through 1,799 hours	1 1/4
1,800 hours or more	1 1/2

From July 1, 1962, through June 30, 1966, you received Benefit Units for Contributory Hours during a Plan Year, in accordance with the following schedule:

<u>Contributory Hours Earned in Plan Year</u>	<u>Benefit Units</u>
Less than 300 hours	0
300 through 599 hours	1/4
600 through 899 hours	1/2
900 through 1,199 hours	3/4
1,200 hours or more	1

Benefit Units Before July 1, 1962

Before July 1, 1962, you earned one Benefit Unit for each year of Credited Past Service.

HOW MILITARY SERVICE MAY AFFECT YOUR PENSION

Qualifying Reemployment

Federal law provides for what happens to you under the Plan if you go into the U.S. military. That law is the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). If you are absent from employment because of U.S. military service, you are generally entitled to reemployment rights and benefits if:

- You (or a military officer) provide advance notice of the military service to your employer, unless advance notice is prevented by military necessity or is otherwise impossible or unreasonable.
- Your military absence from your employer is for a cumulative period of less than five years, unless a longer period of time is necessary to complete an initial period of obligated service or you are ordered to or retained on active duty.
- You report to or apply for reemployment with your employer within a certain number of days after the completion of your military service as follows:

<u>Period of Military Service</u>	<u>Reporting/Application Deadline</u>
Less than 31 days*	One day*
31-180 days	14 days
More than 180 days	90 days

* If the period of military service is less than 31 days, or if the absence from employment is for the purposes of an examination to determine your fitness for military service, you must report to your employer not later than the first work day following completion of the military service and the expiration of eight hours after a period allowing for safe transportation to your residence.

If you are hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during, military service, you must report to your employer or submit an application for reemployment at the end of the recovery period. The recovery period may not exceed two calendar years.

These deadlines may be extended if reporting by the deadline is impossible or unreasonable.

- You did not receive a dishonorable discharge or another type of discharge or separation from service that terminates your USERRA rights.
- If your military service is greater than 30 days and if requested by your employer, you provide documentation that the above requirements are satisfied. That documentation is not required if it does not exist or is not readily available.

Contributions

On having a qualifying reemployment, you are entitled to the additional benefits you would have earned had you remained in employment, but no more than the benefits under USERRA.

You receive Benefit Units in the amount you would have earned based on the contributions your employer would have been required to make if you had not gone into the military.

Crediting of Service

On qualifying reemployment, you will not be treated as having had a One-Year Break in Service because of your military service. Your military service is treated as service with your employer for determining whether you are a Participant and whether you are vested. The hours credited are those you would normally have worked had you continued working. The entire period of absence due to or necessitated by the military service is treated as service with your employer, including any necessary preparation time before beginning military service and the time after the completion of the military service within which you must apply for reemployment.

Notice

Upon reemployment you should notify your employer that you have been serving in the military. Your employer will notify the Administrator of your reemployment.

WHEN IS YOUR PENSION VESTED?

If you are vested, you are entitled to a benefit from the Pension Plan even if you should withdraw from the industry before meeting the age and service requirements for drawing a pension. When you later satisfy the age and/or service requirements, you may apply for your pension.

You are **vested** if you satisfy any **one** of the following rules:

- You reach Normal Retirement Age, 65, without then having a Separation from Covered Employment (two Plan Years with less than 300 Hours of Service in each);
- You have at least one Hour of Service after June 30, 1997, and you have at least five years of Credited Future Service; **or**
- You reach Normal Retirement Age while receiving Plan disability retirement benefits.

Hours of Service, years of Credited Future Service, and One-Year Breaks in Service for determining your vested status only, includes such service with an employer before it participated in the Plan that would under the contribution agreement be contributory hours, if such prior service credit is provided in the contribution agreement and accepted by the Trustees and if you were:

- An employee of that new employer on the effective date of its contribution agreement, or within both 90 days before and after that effective date, and
- Proof of that prior employment is provided to and accepted by the Trustees.

This prior vesting service credit cannot duplicate other such credit you have earned.

CAN YOU LOSE YOUR CREDITED SERVICE AND BENEFIT UNITS?

You may lose your Credited Service and Benefit Units if you are not vested and you do not work a certain minimum number of Hours of Service for a certain number of consecutive Plan Years. You cannot lose them if you are vested.

You temporarily lose your Credited Service and Benefit Units if you have a One-Year Break in Service. You have a **“One-Year Break in Service”** if you have fewer than 300 Hours of Service in a covered job or in continuous non-covered employment during a Plan Year. For this purpose, the following special rules apply:

- You will be credited with up to 501 Hours of Service in a Plan Year or in the next following Plan Year, solely for purposes of avoiding a One-Year Break in Service, for an absence due to parental responsibility related to pregnancy, birth, placement or adoption of a child, or caring for such child during the period immediately following such birth or placement.
- You will be credited with Hours of Service in a Plan Year, solely for purposes of avoiding a One-Year Break in Service, for absence from covered employment due to a family or medical leave to the extent required by the federal Family and Medical Leave Act of 1993.
- Solely for purposes of avoiding a One-Year Break in Service, you are entitled to a grace period for any period in which you perform work of the type covered by a Collective Bargaining Agreement:
 - For a private sector employer that has an employee retirement program and is signatory to a Collective Bargaining Agreement, provided that you were in a covered job or in a job covered by a related plan (see “Work Under Another Pension Plan”) immediately before going to work for the private sector employer; or
 - For a public sector employer that has a public employees’ retirement program and is signatory to the Collective Bargaining Agreement, provided that you were in a covered job immediately before you went to work for the public sector employer.

To qualify for a grace period, you must give the Board of Trustees written notice and any other evidence the Board may require.

Any Credited Service and Benefit Units that are temporarily lost because of a One-Year Break in Service are restored if you earn one-fourth of a year of Credited Service in a Plan Year (at least 300 Hours of Service in a covered job) before you have a Permanent Break in Service.

You have a **Permanent Break in Service** if you have at least five consecutive One-Year Breaks in Service, and the number of your consecutive One-Year Breaks in Service is equal to or greater than your years of accumulated Credited Service before the first such break. This rule is illustrated by the following example:

John has three years of Credited Service. He then has fewer than 300 Hours of Service in each of the next four Plan Years. In the next Plan Year, he has 1,000 Hours of Service in a covered job. Because John has fewer than five consecutive One-Year Breaks in Service, he has not yet permanently lost his Credited Service and Benefit Units. John's Credited Service and Benefit Units are restored because he had at least 300 Hours of Service before having a Permanent Break in Service, and he now has four years of Credited Service.

WHEN ARE YOU ELIGIBLE FOR A PENSION AND HOW MUCH WILL YOU RECEIVE?

Regular Pension

You are eligible to retire with a regular pension if you have reached age 65, Normal Retirement Age, provided that you are vested and sever or terminate your employment with all participating employers, including noncovered employment. **Normal retirement date** is the first day of the month on or after you reach age 65 and apply for retirement. If you are not employed by a Plan employer on that date and have no Contributory Hours for at least 30 days thereafter, you can retire as of that date. To sever or terminate employment with a Plan employer, you must not have an arrangement to resume employment with that employer.

The amount of your regular pension is a monthly amount determined by adding together the following amounts. If the monthly benefit is not a multiple of \$.50, it will be rounded up to the next multiple of \$.50. If you previously received disability retirement benefits, your regular pension benefit will be reduced to reflect the prior receipt of disability benefits.

- ***From July 1, 1989, through June 30, 2004.*** For Contributory Hours from July 1, 1989, through June 30, 2004, 3.85 percent of the contributions required to be made for hours worked in Covered Employment. For this purpose, contributions for any Plan Year in which you failed to have at least 300 Contributory Hours are excluded, unless you earned a year of Credited Service in that Plan Year.
- ***On and After July 1, 2004.*** For Contributory Hours after June 30, 2004, 1.50 percent of the contributions required to be made for hours worked in Covered Employment. For this purpose, contributions for any Plan Year in which you failed to have at least 300 Contributory Hours are excluded, unless you earned a year of Credited Service in that Plan Year.

- **Before July 1, 1989.** For service before July 1, 1989, the monthly normal retirement benefit is determined under (1) or (2) below, as applicable:
 - (1) If, during the Plan Year ending June 30, 1997, you earned at least one-fourth of a Benefit Unit, or you were unemployed and made self-payment contributions for continued coverage under the Oregon-Washington Carpenters-Employers Health and Welfare Trust Fund, your benefit for service during this period is the sum of the following amounts:
 - \$6.80 for each non-contributory Benefit Unit;
 - \$23.50 for each contributory Benefit Unit earned before July 1, 1980; and
 - \$30.00 for each contributory Benefit Unit earned from July 1, 1980, through June 30, 1989.

The above dollar amounts are pro-rated for any partial Benefit Units.

- (2) If you do not satisfy either requirement under (1) above, your benefit for service during this period is the sum of the following amounts:
 - \$6.80 for each non-contributory Benefit Unit;
 - \$20.50 for each contributory Benefit Unit earned before July 1, 1980;
 - \$23.30 for each contributory Benefit Unit earned from July 1, 1980, through June 30, 1983; and
 - \$27.20 for each contributory Benefit Unit earned from July 1, 1983, through June 30, 1989.

The above dollar amounts are pro-rated for any partial Benefit Units.

- **Transferred Supplemental Plan Accounts.** If you elected to have your account under the terminated Oregon-Washington Carpenters-Employers Supplemental Pension Trust Fund (“Supplemental Plan”) transferred to this Plan, you will receive an additional monthly benefit, as shown in Appendix A to this booklet.

Example. Here is an example of how a regular pension would be calculated:

A Participant who worked 1,500 contributory hours each year for 15 years would have a monthly single life annuity benefit at age 62 of \$3,052, if the Participant worked for 13 years at the \$3.81 contribution rate and 3.85% benefit rate, and 2 years at the \$4.26 contribution rate and 1.50% benefit rate. (Each Participant’s benefit will vary depending on their work history at the different contribution and benefit credit rates.)

$$\begin{array}{r}
 1,500 \text{ hours} \times \$3.81 = \$5,715 \times .0385 = \$220.02 \times 13 \text{ years} = \$2,860.26 \\
 1,500 \text{ hours} \times \$4.26 = \$6,390 \times .015 = \$95.85 \times 2 \text{ years} = \underline{191.70} \\
 \hline
 \$3,051.96 \text{ (rounded to } \$3,052)
 \end{array}$$

Although the Participant in this example has not reached Normal Retirement Age (age 65), the monthly benefit is not reduced for early retirement because the Participant qualifies for an unreduced early retirement benefit at age 62 (see “Unreduced Early Retirement Benefit” at pages 12-13).

You should be aware that the amount of the monthly benefit payment to you will be reduced if your pension is paid in the form of a 50% or 100% joint and spouse survivor annuity to reflect the equivalent value of the added death benefit.

IMPORTANT: If you have a “Separation from Covered Employment,” the benefit rate for Benefit Units earned before the separation is frozen at the rate in effect when the separation occurred.

You have a “Separation from Covered Employment” at the end of any period of two consecutive Plan Years in which you fail to have at least 300 Hours of Service in at least one of the two Plan Years (unless you had a grace period for certain periods of involuntary unemployment).

If you return to contributory covered employment after having a Separation from Covered Employment, and you earn additional Benefit Units, the monthly pension amount earned after your return will be based on the amount payable under the terms of the Plan at that time.

Early Retirement Pension

If you are eligible for early retirement, you may retire on the first day of any calendar month on or after your application is filed with the Administrator. To retire, you must sever or terminate your employment with all participating employers, including noncovered employment, and you must have no hours of covered employment for at least 30 days after your elected early retirement date. To sever or terminate employment with a Plan employer you must not have an arrangement to resume employment with that employer. By law, your early retirement date must be at least one day, but not more than 90 days, after you receive a notice of your right to defer receipt of your pension and an explanation of the optional benefit forms as described under “Applications” below.

- ***Reduced Early Retirement Benefit.*** You are eligible for an early retirement benefit, reduced to reflect your age at your early retirement date, when you satisfy the following requirements:
 - You are at least age 55 but younger than age 65; and

- You have at least 12 years of Credited Service, or ten years of Credited Future Service. For this purpose, only Credited Service earned for work in a covered job is taken into account.

The amount of your early retirement pension is reduced from the amount of the regular pension you would receive at age 65 (at age 62 if you are then eligible for that age unreduced early retirement) to reflect the longer period of time during which you will be receiving benefits. The regular pension amount is reduced by one-fourth of 1% for each month by which you are younger than 65 (or 62 as noted above), but not younger than age 60, when you begin receiving benefits. If you begin receiving benefits before age 60, your benefit is further reduced by one-half of 1 percent for each month by which you are younger than age 60.

For example: Paul is not eligible for age unreduced early retirement and is retiring at age 63, 24 months younger than age 65. His regular pension would be \$373.50 if he were age 65. Here is how his pension is reduced for early retirement:

Regular Pension	\$373.50
Subtract 6% for Early Retirement ($\frac{1}{4}\% \times 24 = 6\%$)	<u>- 22.41</u>
Early Retirement Benefit	\$351.09

On retiring early at age 63, Paul will receive a monthly pension of \$351.50 (after rounding). The monthly payments will continue for as long as he lives.

- **Unreduced Early Retirement Benefit.** You are eligible for an unreduced early retirement benefit if you satisfy either of the requirements described below. If you qualify for an unreduced early retirement benefit, your monthly benefit will be equal to your regular pension benefit.

(1) **Before Age 65.** After June 30, 1999, you qualify for an unreduced early retirement pension, regardless of your age, if you satisfy the following requirements:

- The sum of your age and years of Credited Service is at least 80 at the end of either of the following periods:
 - The most recent two consecutive Plan Years in which you worked at least 300 hours in covered employment, continuous non-covered employment, or under a Related Plan (if you are entitled to a Pro Rata Pension), in each of the two consecutive Plan Years; or
 - The most recent five consecutive Plan Years in which you worked at least 2,000 hours in covered employment, continuous non-covered employment, or under a Related Plan (if you are entitled to a Pro Rata Pension).

- You have at least ten years of Credited Service under the Plan (excluding any Credited Service that has been permanently forfeited); and
 - If you are entitled to a Pro Rata Pension, you earned a majority of your combined credited service under this Plan.
- (2) **At Age 62.** If you are at least age 62 and are vested by reason of service, you qualify for an unreduced early retirement pension if you satisfy one of the following requirements:
- You earned at least one-fourth of a Benefit Unit during the Plan Year beginning July 1, 1984 (including related credit under a related plan);
 - Immediately before retirement, you were unemployed and making self-payment contributions to the Oregon-Washington Carpenters-Employers Health and Welfare Trust Fund;
 - Immediately before retirement, you were eligible for a premium waiver under the Health and Welfare Trust due to disability; or
 - You earned at least one Benefit Unit during the three Plan years immediately before retirement.

Delayed Retirement

If you sever or terminate employment after age 65 as required to retire at normal retirement date, including no covered hours for 30 days, you may elect to begin receiving a pension any time thereafter. Except as explained below, your delayed retirement date is the first day of the calendar month as of which you apply to retire on or after you have that severance or termination from employment with all participating employers, including noncovered employment. To sever or terminate employment with a Plan employer you must not have an arrangement to resume employment with that employer.

If you keep working and your pension begins after Normal Retirement Age, your monthly payments are determined in the same manner as a regular pension, but they will be increased on an actuarial equivalent basis for each complete calendar month between the later of the date on which you reached Normal Retirement Age or the benefit was earned and the date on which your pension began.

By law, if you reach age 70½ on or after January 1, 2000, you cannot delay receipt of your pension beyond the April 1 following the later of the calendar year in which you reach age 70½ or the calendar year in which you cease to work in covered employment. If you reached age 70½ before January 1, 2000, your pension was required to begin by the April 1 following the calendar year in which you reached age 70½.

If you earn additional Benefit Units after your delayed retirement pension begins, your monthly payments will be increased each January to reflect the additional Benefit Units earned and the actuarial adjustment for delayed retirement.

Disability Retirement

Eligibility Retirements. If you become totally disabled, you are eligible for a disability retirement benefit when you meet **all** the following requirements:

- You are not yet age 65;
- You are fully vested in your earned benefits; **and**
- You satisfied one of the following work requirements:
 - (1) You worked at least 300 Contributory Hours in at least one of the two consecutive Plan Years before the Plan Year in which you become totally disabled; or
 - (2) You failed to satisfy the work requirement because of a physical or mental condition for which you received a Social Security or Veterans Administration disability award, and: (i) you worked at least 300 Contributory Hours during at least one of the two consecutive Plan Years before the Plan Year in which your condition caused you to stop working; and (ii) the 300 Contributory Hours were earned no more than five years before the Plan Year in which you became totally disabled.

Totally Disabled. For this purpose, you are considered “totally disabled” if you are entitled to a Social Security disability benefit. If your application for a Social Security disability benefit is denied on appeal, but you receive a total disability award from the Veterans Administration, the Board of Trustees may determine that you are totally disabled.

Application. Payment of your disability retirement benefit begins with the first day of the seventh month of disability (your “**disability retirement date**”). If your application is filed more than two months after the disability retirement date, you will receive a retroactive lump-sum payment for the number of months between your disability retirement date and the date on which your payments actually commence.

You can obtain an application form by contacting the Administrator at (503) 222-9603 (in Portland) or 1-800-888-0346 (toll free). Indicate on your application whether you have applied for Social Security disability benefits. Before your application can be approved, you will need to submit one of the following documents as proof of total disability:

- A copy of your Social Security disability award;
- A letter from the Social Security Administration showing that you are entitled to a Social Security disability award (the letter must show the effective date of Social Security disability payments); or
- Proof of a total disability award by the Veterans Administration. If your application for a Social Security disability award is denied, both on the initial

application and the appeal, the Board of Trustees may, but need not, accept a Veterans Administration total disability award as proof of total disability.

Conversion of Early Retirement Benefit. If you retired on an early retirement date and are also eligible for disability retirement, you may have your early retirement benefit converted to a disability retirement benefit by filing an application with the Administrator. If the Board of Trustees determines that you are eligible for a disability retirement benefit, your benefit will be converted as follows:

- If your Social Security (or Veterans Administration) disability benefit is effective on or before your early retirement date, your early retirement benefit will be converted to a disability retirement benefit retroactively to your early retirement date.
- If your Social Security (or Veterans Administration) disability benefit is effective after your early retirement date, your early retirement benefit will be converted to a disability retirement benefit on the first day of the month after the month in which the difference between your monthly disability retirement benefit and your monthly early retirement benefit, multiplied by the number of months since the effective date of your Social Security (or Veterans Administration) disability benefit, equals the total early retirement benefit payments made to you before the effective date of your Social Security (or Veterans Administration) disability benefit.

Amount and Form of Disability Retirement Benefit. The monthly amount of your disability retirement benefit is the same as the amount of the regular pension you had earned before becoming disabled.

If you are married on your disability retirement date, your benefit will automatically be paid in the form of a 50% (or 100%, if elected) joint and survivor annuity, with your spouse as the joint annuitant, unless you elect the single life annuity payment form described below, and your spouse consents to that election.

If you are not married on your disability retirement date, or if you elect this payment form with your spouse's consent, your benefit will be paid in the form of monthly payments for your lifetime. If you die before receiving 60 monthly payments, the balance of those monthly payments will be paid to your beneficiary.

Termination of Disability Retirement Benefit. Your disability retirement benefit will terminate if, before you reach age 65, your Social Security (or Veterans Administration) disability benefits are discontinued, or you become gainfully employed. You must report that fact in writing to the Administrator within 21 days of learning of the recovery or discontinuance. If you return to a covered job, you will begin to earn more Benefit Units. At your retirement, your monthly pension amount will be reduced to reflect the disability retirement benefits you received.

The Board of Trustees has the right to periodically review your disability status, and may suspend a disability benefit based upon such review.

HOW IS YOUR PENSION PAID?

When you make the decision to retire, you will be asked to choose the manner in which you want your pension to be paid. The forms have equal value with the monthly amount of your pension adjusted to reflect any payments after your death. The forms available to you are described in this section.

Automatic Form If You Are Single

If you are not married on your retirement date, the automatic benefit form is equal monthly payments for your lifetime. No further monthly benefits are payable after your death.

Automatic Form If You Are Married

If you are married on your retirement date, you will automatically receive a joint and survivor annuity, with your spouse as your joint annuitant, unless you elect not to receive this payment form and your spouse consents to that election as described below. This form of payment provides equal monthly payments for your lifetime and, upon your death, continues to provide a lifetime pension to your spouse equal to 50% of the amount you were receiving (or 100% if you elect the higher percentage). The monthly amount that you will receive is adjusted to take into account your expected life span and that of your spouse. If you elect the 100% joint and survivor annuity, your monthly payments will be lower to reflect the higher payments to be made to your spouse after your death.

For example: John is about to retire at age 65, and will receive a 50% joint and survivor annuity. His wife is also age 65. His regular pension is \$373.50 a month. This amount is reduced, however, to provide a 50% survivor annuity for his wife. John will receive \$347.50 (rounded) for as long as he lives. When he dies after retirement, his wife will continue to collect 50% of his pension - \$174.00 (rounded) for as long as she lives.

For example: In the above example, if John elects a 100% joint and survivor annuity, his monthly pension will be \$325.00 (rounded) for as long as he lives. When he dies, his wife will continue to collect 100% of his pension (\$325.00) for as long as she lives.

Once you begin receiving a joint and survivor annuity, the reduced amount you receive will not be increased if you get divorced after retirement. If your spouse at retirement dies before you do (whether or not you are married at that time), your pension will be increased to the single life annuity amount for the remainder of your life. If you remarry, no joint and survivor annuity will be paid to your new spouse.

For example: In the above examples, if John's wife at retirement dies before he does, his monthly pension will automatically increase to \$373.50 a month for the remainder of his lifetime.

If you are married and you elect not to receive the joint and survivor annuity with your spouse's consent, you will receive your pension in the automatic form for single Participants (see above).

Rejection of Automatic Benefit Form

You may, at any time within 90 days before your retirement date (the “**election period**”), elect in writing with your spouse’s consent not to receive the automatic benefit form. At least 30 days but not more than 90 days before your retirement date, the Administrator will make available to you a written explanation of the terms and conditions of the automatic benefit form, including the effect of electing not to receive your pension in that form, the need for your spouse, if any, to consent to that election, your right to request benefit information in dollar terms, and your right to revoke that election. The written explanation will be made available to you by mail, personal delivery, or another method, such as permanent posting at your work site or repeated publication, which will reach your attention during the entire election period. ***If you do not receive any additional information, this summary should be used as that explanation.*** You may request the dollar information at any time after the explanation is provided.

If you are married, your spouse must consent to your election not to receive the joint and survivor annuity. The consent must be witnessed by a Plan representative or a notary public. The spouse’s consent is effective only with respect to that spouse. For the spouse’s consent to be effective, your election must designate a benefit option and beneficiary, if applicable, which cannot be changed without your spouse’s further consent. This election can be revoked at any time before your retirement date. These elections can be made and revoked more than once during the election period.

Lump-Sum Cash Out

If, at the time you or your beneficiary becomes entitled to and applies for a pension, the actuarial present value of the pension is not more than \$1,000, the Board of Trustees will automatically pay the pension in a single lump sum instead of monthly payments. All Benefit Units represented by a lump-sum payment will have been paid off and will not affect any later benefit calculation.

If you have passed your elected or automatic retirement date, your pension cannot be cashed out - even if the actuarial present value is not more than \$1,000 - without your consent (and your spouse’s consent, if you are married). The spouse survivor’s benefit described below cannot be cashed out without your spouse’s consent after the date as of which your spouse elects to have that benefit begin.

At your election, your retirement benefit will be paid in a lump sum at the time you are entitled to and apply for the benefit if the present value of your benefit is not more than \$5,000. A surviving spouse or an alternate payee may also elect a lump sum if the value of his or her benefit is not more than \$5,000. All Benefit Units represented by a lump-sum payment will have been paid off and will not affect any later benefit calculations.

Upon your death, if your surviving spouse is entitled to the spouse survivor annuity described below, and the present value of the spouse benefit is not more than \$1,000, your surviving spouse will be paid the value of that benefit in a lump sum on your death.

If the present value of the portion of your vested benefit assigned to an alternate payee under a Qualified Domestic Relations Order (“QDRO”) is not more than \$1,000, the alternate payee’s benefit will be paid in a lump sum on the earlier of the date the alternate payee has a distributable right to the benefit and elects payment or the date your benefit payments begin.

WHAT BENEFITS ARE PAYABLE IF YOU DIE BEFORE YOU RETIRE?

Spouse Survivor Annuity

Eligibility. If you are vested and you die before having a retirement date as of which a pension is payable, your spouse is eligible for a survivor’s benefit. Your spouse is also eligible for this benefit if you are not vested, but you are eligible for a pro rata pension or partial pension and you have at least ten years of combined credited service (see “Working Under Another Pension Plan”).

Amount of Benefit. If your spouse is eligible for this benefit, your spouse will receive a monthly benefit for life, calculated as follows:

- If you die after reaching the earliest retirement age, the survivor benefit will be calculated as if you had retired on the day before your death with a 50% joint and survivor annuity on the day before your death. However, if you filed a retirement application electing a 100% joint and survivor annuity, but died before your retirement date, your spouse’s monthly benefit will be 100% of the amount you would have received under that benefit form.
- If you die before reaching the earliest retirement age, the survivor benefit will be calculated as if you had retired at age 55 with a 50% joint and survivor annuity on the day before your death.

Commencement of Benefit Payments. Your spouse may begin receiving monthly payments beginning on the first day of the month after your death, or may elect to defer the receipt of this benefit to a later date (but no later than the date you would have reached Normal Retirement Age). If your spouse elects to defer payment to a later date, the monthly payments will be increased to reflect the later commencement date.

60-Month Death Benefit

Eligibility. Your beneficiary is eligible for this 60-month death benefit if all of the following requirements are satisfied:

- You die before having a retirement date as of which a pension is payable;
- If you are married, your surviving spouse is not eligible for the preretirement survivor annuity described above; **and**

- You had at least 12 years of Credited Service or ten years of Credited Future Service (excluding any service earned before a permanent break in service and excluding any Credited Future Service earned for continuous non-covered employment).

Amount of Benefit. If you qualify for this death benefit, your beneficiary will receive 60 monthly payments in the amount of your monthly normal retirement benefit.

Lump-Sum Death Benefit

Eligibility. Your beneficiary is eligible for this lump-sum death benefit if all of the following requirements are satisfied:

- You die before having a retirement date as of which a pension is payable;
- You have at least five years (but less than ten years) of Credited Future Service; **and**
- Your beneficiary is not entitled to benefits under any other provision of the Plan.

Amount of Benefit. If you qualify for this death benefit, your beneficiary will receive a lump-sum payment in the amount of \$250, multiplied by the number of your Benefit Units. In no event, however, will this benefit exceed the lesser of \$3,000 or 100 times your monthly normal retirement benefit.

Designation of Beneficiary

You may designate a beneficiary or beneficiaries to receive a death benefit that becomes payable under the Plan (other than the spouse survivor annuity described above) or to receive any Plan benefits that were payable to you but unpaid before your death.

If you are married, your spouse is your beneficiary unless you designate a different beneficiary or beneficiaries with your spouse's consent. Your spouse's consent must be in writing and must be witnessed by a notary public or a Plan representative.

Your beneficiary designation must be made on a form acceptable to the Board of Trustees and submitted to the Administrator. You may change your designated beneficiary by filing a new form with the Administrator, provided that it is received by the Administrator before any payments are made to the previously designated beneficiary. Beneficiary designations and changes are effective when received by the Administrator.

If you do not designate a beneficiary, or if your designated beneficiary predeceases you, any benefits payable at your death will be paid to your estate. If your beneficiary survives you, but dies before receiving full payment of the benefits due under the Plan, the remaining payments will be paid to the beneficiary's estate.

WORK UNDER ANOTHER PENSION PLAN

Pro Rata Pensions and Partial Pensions

You may qualify for a Pro Rata Pension or a Partial Pension if you otherwise would not qualify for retirement benefits under this Plan or if your retirement benefits are reduced because your years of employment are divided between this Plan and a related pension plan.

Pro Rata Pensions. You are eligible for a **Pro Rata Pension** if:

- You have retired;
- The Board of Trustees has designated the other plan as a “**related plan;**”
- You would be eligible for a pension under this Plan only if your combined credited service under both this Plan and the related plan (excluding any credited service earned for continuous non-covered employment) is treated as credited service under this Plan; and
- You have worked at least 1,200 hours after May 31, 1962, for which contributions were received by this Plan or a related plan.

The credited hours you earned under the related plan will be counted for purposes of determining whether you had a break in service or a separation from covered employment under this Plan. However, once you stop working for employers who contribute to this Plan or a related plan, only your credited service under this Plan will count in determining whether you have had a permanent break in service under this Plan.

If you qualify for a Pro Rata Pension, the amount of your retirement benefit will be calculated in the same way as an early, normal, or delayed retirement benefit, based only on your benefit units under this Plan.

Partial Pension. You are eligible for a **Partial Pension** if:

- You are not eligible for a Pro Rata Pension;
- You would be eligible for a pension under this Plan if your combined credited service or benefit units under all pension plans that have signed the International Reciprocal Agreement for Carpenters Funds (“related plans”) are treated as credit under this Plan (excluding any credited service or benefit units earned for continuous non-covered employment);
- You have earned at least one year of service for benefit accrual purposes under this Plan and at least one other related plan since December 31, 1954;
- At least one other related plan will also be paying a Partial Pension; and

- You meet the minimum age requirements for a pension (or, in the case of a disability benefit, you meet the definition of disability under this Plan and each related plan from which a Partial Pension is to be paid).

The credited service you earned under related plans will be counted for purposes of determining whether you had a permanent break in service.

If you qualify for a Partial Pension, the amount of your retirement benefit will be calculated in the same way as an early, normal, or delayed retirement benefit, based only on your Benefit Units under this Plan and the benefit level in effect when you last earned Credited Service under this Plan.

Transfer of Contributions

If you work in the jurisdiction of a related plan on or after October 1, 1990, the contributions made to the related plan on your behalf will be transferred to this Plan if:

- The related plan has agreed to such transfers under the International Reciprocal Agreement for Carpenters Funds; and
- You authorize the transfer within 60 days of starting work under the jurisdiction of the related plan by completing and filing the required paperwork.

If your home local union is not signatory to this Plan, you may authorize this Plan to transfer the contributions made on your behalf to your home pension fund if your home pension fund is signatory to Exhibit B of the International Reciprocal Agreement for Carpenters Funds by completing and filing the required paperwork, and:

- You earn no credited future service under this Plan during one Plan Year; and
- You earn less than one full year of credited future service under this Plan during a period of three Plan Years.

WORKING AFTER RETIREMENT

Before Normal Retirement Age

If you have not reached Normal Retirement Age (age 65) and you have retired (by severing or terminating employment with all participating employers, being out of contributory employment for 30 days, and by not having an arrangement to resume such employment), your benefit payments will be suspended if you return to work in covered employment or any other employment in the building and construction industry, and your work exceeds one of the following limitations:

- ***Monthly Limitation.*** Unless you elect the Plan Year Limitation described below, the employment cannot equal or exceed 40 hours in any calendar month (or in any four or five-week payroll period ending in a calendar month).

- ***Plan Year Limitation.*** If you elect this limitation, the employment cannot exceed 480 hours in a bargained position and cannot include any non-bargained work during any Plan Year. To elect this Plan Year Limitation, you must make the election in writing on the form provided by the Trustees.

The “building and construction industry” means all building and home construction, all heavy, highway, and engineering construction and work of the type covered under a Collective Bargaining Agreement, and work for the Union or a local union affiliated with the Union.

If you are subject to the Monthly Limitation, your pension payments will be suspended for any calendar month in which you work 40 hours or more, plus six months. If you fail to notify the Board of Trustees of your return to employment, as required below, your pension payments will be suspended for up to an additional 12 months.

If you elected the Plan Year Limitation, your pension payments will be suspended for the rest of the Plan Year if you work any hours in nonbargained work. If you work more than 480 hours in bargained work in a Plan Year, your pension payments will be suspended, beginning with the first calendar month after the month in which your bargained work hours exceeded 480, and ending on the earlier of the following dates: (1) the first day of the fourth calendar month after the month in which you cease all bargained work; or (2) the next July 1.

On or After Normal Retirement Age

If you have reached Normal Retirement Age (age 65) and you have retired, your benefit payments will be suspended for any calendar month (or any four or five-week payroll period ending in a calendar month) after which you have worked more than 480 hours in a Plan Year, in which you work more than 40 hours in:

- The Oregon and southwest Washington geographic area covered by the Plan when your pension commenced (or would have commenced if you had not remained in or returned to employment);
- An industry in which employees were working and earning benefits under the Plan when 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.

Paid non-work time counts toward the 40-hour limitation if you are paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence.

After Age 70½

If you return to work after April 1 of the calendar year in which you have both reached age 70½ and retired, your pension will continue regardless of the number of hours you work.

Notification Requirements

You are required to notify the Administrator within 21 days after you start work after retirement. You have the right to request that the Board of Trustees or its Review Committee determine whether any specific employment would result in suspension. The Plan will provide you with a determination based upon your request.

To the extent required by law, you will be notified by personal delivery or certified mail during the first calendar month that your pension payments are not paid because your employment exceeds the above limitations. You may request a review of the nonpayment of your pension in accordance with the Plan's claims procedure.

If your pension has been suspended, you should notify the Administrator when your employment in excess of the limitations has ended. The Board of Trustees or its Review Committee has the right to hold back pension payments until that notice is filed with the Administrator.

Resumption of Benefit Payments

Subject to the plan receiving notice as described above, your benefit payments will generally resume on the first day of the third month after the calendar month or payroll period in which you cease employment that exceeds the 40-hour limitation. When your benefit payments resume, you will receive your monthly benefit in the amount and form that you had been receiving before the suspension, except as follows:

- Your monthly benefit will be increased to reflect any additional benefits earned during reemployment.
- If you received benefit payments for any months during which your benefit should have been suspended, those payments will be deducted from your future monthly benefit payments (or your surviving spouse's benefits, if you die before the overpayment has been recovered). For any month after you reach normal retirement age, the deduction cannot exceed 25% of your monthly benefit payment, except for the first pension payment made after the suspension.
- If your benefit payments were suspended before Normal Retirement Age, your monthly benefit after the suspension will be increased on an actuarial equivalent basis for each month of the suspension. If you were receiving an unreduced early retirement benefit before the suspension, the increase will not take the early retirement subsidy into account.
- If you previously retired before Normal Retirement Age, you may elect a new benefit form for the additional pension earned during reemployment. If you previously retired on or after Normal Retirement Age, any additional pension you earned during reemployment will be paid in the same benefit form you elected when you last retired.

APPLICATIONS

Monthly Payments

You must apply for your pension on a form provided by the Plan. Applications must be filed with the Administrator at the following address:

Oregon-Washington Carpenters-Employers
Pension Trust Fund
541 N.E. 20th Avenue, #108
Portland, Oregon 97232
(503) 222-9603

Pensions are generally effective on the first day of the month following the month in which the application is received by the Administrator or, if later, your retirement date. To retire on an early, normal, or delayed retirement date, you must have a complete severance of your employment with all employers who sponsor the Plan, and you must have no hours of covered employment for a period of at least 30 days after your elected retirement date. A complete severance includes not having any arrangement to resume work with your employer.

Your pension payments generally cannot start until at least 30 days after you have received the explanation of the optional benefit forms and, if you are retiring early, the notice of your right to delay receipt of your pension. In certain limited situations, your pension payments can start earlier than 30 days after you receive that notice and explanation, but in no event will you have less than seven days from the date you receive the notice and explanation in which to revoke your election. For example, if you receive the notice and explanation on January 27 and elect on January 29 to retire early on February 1, your early retirement date will be February 1, but you may revoke your election up until February 4 and your first monthly pension check will not be issued before that date.

If you receive the explanation of the optional benefit forms after your automatic normal or delayed retirement date (the “retroactive date”), you may choose to start your pension as of the retroactive date or the first day of the month on or after the date you received the explanation described above. If you elect the retroactive date, you will receive a lump-sum make-up payment equal to the monthly payments you did not receive since that date, plus interest. Your spouse must consent to your election of the retroactive date in certain circumstances. If you do not elect the retroactive date, your monthly pension at your automatic retirement date (usually the first of the month on or after age 65 when you cease Plan employment) is increased on an actuarial equivalent basis to reflect the later starting date.

If you are planning to retire, contact the Administrator well in advance of your retirement date, so that the required notice and explanation can be provided to you. You cannot have an early retirement date that is on or before the date you receive the notice and explanation. If you apply in time to allow for administrative processing, you will receive your first monthly pension payment on your retirement date. If there is an administrative delay, you will receive a retroactive payment.

If you are a former vested employee who leaves covered employment before Normal Retirement Age, but delays filing a pension application until after Normal Retirement Age, the retroactive annuity starting date rules described above will apply to your pension payments.

Pension payments will be paid until the last payment before your death. If any payments are to be made to your joint annuitant or beneficiary, they will start with the first payment on the first day of the month after your death and end with the last payment before your joint annuitant's or beneficiary's death.

Eligible Rollover Distributions

Lump-sum cash-out payments to Participants or spouses are (or a former spouse pursuant to a qualified domestic relations order) "eligible rollover distributions" under federal law. In addition, it is possible that certain other distributions from the Plan may be eligible rollover distributions. You will be notified in advance if you will receive an eligible rollover distribution from the Plan.

If the amount of your eligible rollover distribution is at least \$200, you may choose to have some or all of your eligible rollover distribution paid directly to a traditional IRA (individual retirement account or individual retirement annuity) or an income tax qualified defined contribution plan, a 403(a) annuity plan, a 403(b) plan, or a governmental 457(b) plan that will accept the direct rollover. Your eligible rollover distribution cannot be rolled over to a Roth IRA, a SIMPLE IRA, or a Coverdell Education Savings Account (formerly known as an education IRA).

In general, 20 percent of any portion of an eligible rollover distribution that is not paid in a direct rollover will automatically be deducted for federal income tax withholding. If the amount of your eligible rollover distribution is less than \$200, you may not elect to make a direct rollover. However, that distribution is not subject to the mandatory 20 percent federal income tax withholding requirement, and you may make a rollover contribution of any portion of the distribution yourself. The direct rollover option is subject to the following limitations:

- You may designate only one traditional IRA, income tax qualified defined contribution plan, 403(a) annuity plan, 403(b) plan, or governmental 457(b) plan to receive a direct rollover.
- If you choose a direct rollover of less than your entire eligible rollover distribution, the amount paid in a direct rollover must equal at least \$500.

The direct rollover option and other special rules applicable to your eligible rollover distribution will be explained to you within a reasonable time before the distribution is made.

QUALIFIED DOMESTIC RELATIONS ORDERS

Your Plan benefits may not be assigned to any other person, except to an alternate payee under a Qualified Domestic Relations Order ("QDRO"), such as a divorce decree. If you are involved in a domestic relations proceeding and your benefits are to be divided with your spouse or

dependent children, you or your lawyer should contact the Administrator for sample QDRO language. It will save time and expense if your QDRO is submitted to the Administrator in draft form, before it is signed by a judge. The Administrator will then review the QDRO, advise you or your lawyer of any changes that may be necessary, and advise in advance whether the QDRO will be approved after it is entered as a final order. You or your beneficiary may obtain, without charge, a copy of the procedures governing QDRO determinations from the Administrator.

CLAIMS PROCEDURE

Filing of Claim

If you are a Participant or a beneficiary and have a benefit claim, you or your representative must file the claim in writing with the Board of Trustees at the Administrator's office.

Initial Review

(1) Time Period for Denial Notice.

- (a) **General.** Except as provided below for disability claims, if your claim is wholly or partially denied, you will be given written or electronic notice of the denial within 90 days after receipt of the claim, unless special circumstances require an extension of time for processing. You will be notified of an extension within 90 days of the date the claim was filed. The notice will indicate the special circumstances and the date by which a decision is expected. The extension will not exceed 90 days from the end of the initial response period.
- (b) **Disability Claims.** If you are making a claim for a disability benefit, your claim will be governed by the disability claims procedure described in this section. You will be notified of the decision on a disability claim within 45 days after receipt of the claim, unless a 30-day extension is necessary due to matters beyond the control of the Plan. You will be notified of any extension, the reason for the extension, and the date by which a decision is expected, before the end of the initial 45-day period. You will also be notified of the standards on which entitlement to a benefit is based, any unresolved issues, and the information needed to resolve those issues. If a decision cannot be made within the 30-day extension period due to matters beyond the control of the Plan, you will be notified before the end of the extension period that an additional 30-day extension period is necessary. The extension notice will include the information described above. If an extension is required because you failed to submit necessary information, the extension notice will describe the required information and you will have at least 45 days from receipt of that notice to provide the information. If you are asked to provide additional information, the extension periods will not include the period of time before you respond to the request.

(2) Contents of Notice.

- (a) **General.** The denial notice will indicate the specific reason or reasons for denial, the Plan provision(s) involved, a description of any additional material or information

necessary to complete the claim, an explanation of the claims review procedure described below, and a statement of your right to bring a civil action under ERISA.

- (b) **Disability Claims.** The denial notice for a disability claim will also include the following information:
 - (i) If an internal rule, guideline, protocol, or other similar criterion was relied on in deciding the claim, the notice will either provide a copy of the criterion that was relied on, or it will state that you may obtain a copy of the criterion free of charge on request.
 - (ii) If the denial was based on a medical necessity, experimental treatment, or similar exclusion, the notice will either explain the scientific or clinical judgment for the decision, or it will state that you may obtain such an explanation free of charge on request.

Review of Denied Claim

(1) Time Period to Request Review.

- (a) **General.** If your claim is denied in whole or in part, you have the right to request the Board of Trustees to review the claim. Except as provided below for disability claims, the request must be in writing and must be made by personal delivery or mailing to the Board of Trustees within 60 days after you were advised of the Board of Trustees' action. If the written request for review is not made within the applicable time period, you waive any right to review.
- (b) **Disability Claims.** Your request for review of a denied disability claim must be made within 180 days after you are advised of the denial.

(2) Review Procedure.

- (a) **General.** The Board of Trustees or its Review Committee will then conduct a review as a part of which you may present your position. In doing so, you may review all pertinent documents, if any, supporting the claim and may submit issues and comments in writing. The information you submit will be taken into account in the review process even if it was not considered in deciding the initial claim. You will also be provided, on request and free of charge, reasonable access to, and copies of, all information relevant to your claim.
- (b) **Disability Claims.** The following additional rules apply with respect to a disability claim:
 - (i) The review will not give any deference to the initial claim decision. It will be conducted by a Plan fiduciary who did not decide the initial claim and who is not a subordinate of the person who decided the initial claim.

- (ii) If the initial claim denial was based in whole or in part on a medical judgment (including determinations with regard to whether a particular treatment is experimental, investigational, or not medically necessary or appropriate), the Plan fiduciary shall consult a health care professional with appropriate training and experience. The health care professional must be someone who was not consulted in connection with the initial claim decision, and who is not a subordinate of any health care professional who was consulted on the initial claim.
- (iii) You will be notified of any medical or vocational experts who were consulted in connection with the initial claim decision.

(3) Time Period for Decision on Review.

- (a) **General.** Except as provided below for disability claims, the Board of Trustees or its Review Committee will issue a written or electronic decision within 60 days after the date review is requested. If special circumstances require an extension of time for processing, a decision will be made and furnished to you not later than 120 days after review is requested. If an extension is required, you will be notified of such within 60 days after review is requested. The notice will indicate the special circumstances and the date by which a decision is expected.
- (b) **Disability Claims.** The Board of Trustees or its Review Committee will issue a written or electronic decision within 45 days after the date review is requested. If special circumstances require an extension of time for processing, a decision will be made and furnished to you not later than 90 days after review is requested. If an extension is required, you will be notified of such within 45 days after review is requested. The notice will indicate the special circumstances and the date by which a decision is expected.

(4) Contents of Review Decision.

- (a) **General.** The decision will include the reasons for the decision and the Plan provisions on which it is based. The decision will also inform you of your right to request information relevant to the claim and to bring a civil action under ERISA. A copy of the decision will be furnished to you.
- (b) **Disability Claims.** The decision on a disability claim will also include the following information:
 - (i) If an internal rule, guideline, protocol, or other similar criterion was relied on in deciding the claim, the notice will either provide the criterion that was relied on, or it will state that you may obtain a copy of the criterion free of charge on request.
 - (ii) If the denial was based on a medical necessity, experimental treatment, or similar exclusion, the notice will either explain the scientific or clinical

judgment for the decision, or it will inform you that such an explanation will be provided free of charge on request.

- (iii) A statement regarding voluntary alternative dispute resolution options.

Subsequent Review

If your claim has been denied, you cannot undertake any legal action with respect to the claim until you have exhausted all the procedures described above. If you fail to follow those procedures, you waive any right to further review. Any further review, judicial or otherwise, will be based on the record before the Board of Trustees or the Review Committee and will be limited to whether the Board of Trustees acted arbitrarily or capriciously in the exercise of its discretion.”

PLAN DOCUMENTS

Your rights and benefits under the Plan, outlined in this summary, are governed by the legal Plan document. A copy of the Plan document is available in the Administrator’s office for your inspection at any time during regular business hours and by appointment will be made available at any Union hall or employer office employing at least 50 Participants. Should there be any differences between this summary and the Plan, the Plan will control.

The Board of Trustees has reserved the right to amend the Plan from time to time. Because there will be a period of time between the effective date of the amendment and the date you are notified of the amendment as required by law, you should not assume that any particular provision of the Plan will remain unchanged or will remain in the Plan. To find out if there have been any changes in the Plan since the date of this summary, you should contact the Administrator. Before making an important employment decision based on Plan terms, you should confirm with the Administrator that the applicable Plan provisions have not changed.

PLAN TERMINATION

The Plan has been in effect since 1962, but the Board of Trustees may terminate the Plan at any time for any reason, except as limited by a Collective Bargaining Agreement. While there is at least one Collective Bargaining Agreement providing for contributions to the Plan, it will continue. The portion of the Plan applicable to you may also terminate if a new Collective Bargaining Agreement is not negotiated. You would be notified of any termination of the entire Plan.

In the event the Plan is terminated or is partially terminated as defined by law, all affected employees on the date of termination will be fully vested in their accrued benefits as of that date *to the extent those benefits are funded*. To the extent accrued benefits are not funded and are not guaranteed by the Pension Benefit Guaranty Corporation (“PBGC”), those benefits will be permanently forfeited on Plan termination. The employers are not obligated to make any further contributions on behalf of affected employees, except for any additional contribution which may be required by federal law.

After deducting an amount to cover expenses in connection with terminating the Plan, the Plan's assets will be allocated among the retirees, beneficiaries, and Participants and former Participants who have not incurred a Permanent Break in Service. If any assets remain after all accrued benefits have been provided for in full and all expenses have been paid, they will be used to provide additional benefits until the Trust is exhausted. No moneys will be returned to the employers or the Union. Distribution of your benefit will be made as soon as practicable and in such manner as the Board of Trustees determines. You will, however, be entitled to elect to receive your benefit in any benefit form that would have been available to you at retirement, subject to the benefit being purchasable from an insurance company.

ADMINISTRATIVE INFORMATION

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), requires that the following information be provided to you:

1. The Plan is administered by the Board of Trustees with the assistance of a contract administrator at the following address:

Board of Trustees
Oregon-Washington Carpenters-Employers
Pension Trust Fund
541 N.E. 20th Avenue, #108
Portland, Oregon 97232
(503) 222-9603

2. The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 51-6077555.
3. The Plan Number assigned by the Board of Trustees is 001.
4. The Plan is a defined benefit pension plan.
5. The agents for service of legal process are:

Donald A. Burns
Miller Nash LLP
111 S.W. Fifth Avenue, Suite 3400
Portland, Oregon 97204

Legal process can also be served on the Board of Trustees at the Administrator's office or on any Trustee.

6. The names, titles, and addresses of the Trustees are listed below:

Employer Trustees

Kevin Spellman, Chairman
2920 S.W. Vesta Street
Portland, Oregon 97219

Andrew Beyer
Walsh Builders LLC
2905 S.W. First Avenue
Portland, Oregon 97201

Dee Burch
Advanced American Construction, Inc.
415 S. McLoughlin Boulevard
Oregon City, Oregon 97045

Vaughn Grubaugh
Performance Contracting
8015 S.W. Hunziker Road
Tigard, Oregon 97233

Micheal Roberts
Gale M. Roberts Company, Inc.
338 W. 11th Avenue, Suite 110
Eugene, Oregon 97401

James R. Watts
General & Concrete Contractors
3434 S.W. Water Avenue
Portland, Oregon 97201

Employee Trustees

Pete Savage, Secretary-Treasurer
Pacific Northwest Regional Council
of Carpenters
1636 E. Burnside Street
Portland, Oregon 97214

Bruce Ashback
Local Union 1715
612 E. McLoughlin
Vancouver, Washington 98663

Gerald Auvil
Pacific Northwest Regional Council
of Carpenters
1636 E. Burnside Street
Portland, Oregon 97214

David Lantto
Local Union 1001
62822 Ross Inlet Road
Coos Bay, Oregon 97420

Boyd Martin
Member Local 306
1035 N.W. 7th Street
Redmond, Oregon 97756

Heber Olsen
Member Local 1797
14007 69th Drive S.E., #F4
Snohomish, Washington 98296

7. This Plan is maintained pursuant to various Collective Bargaining Agreements. Copies of the Collective Bargaining Agreements are available for inspection at the Administrator's office during regular business hours and, on written request, will be furnished by mail. A copy of any Collective Bargaining Agreement which provides for contributions to this Trust Fund will also be available for inspection within ten calendar days after written request at any local union hall or at the office of any participating employer to which at least 50 Plan participants report each day.
8. Participants and beneficiaries may receive from the Administrator, on written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if so, the employer's or employee organization's address.

9. American Benefit Plan Administrators, Inc. acts in the capacity of Administrator pursuant to a contract with the Board of Trustees.
10. Benefits are provided from the Trust's assets. Union Bank of California, N.A., 407 S.W. Broadway, Portland, Oregon 97205, acts as custodian of the Trust's assets.
11. The date of the end of the Plan's fiscal year is June 30.
12. The Plan is funded through employer contributions to the Trust Fund. Participants are not required or permitted to make contributions to the Plan. The amount of the contribution your employer makes is determined by the Collective Bargaining Agreement or other written agreement that requires your employer to contribute.
13. Your pension benefits under this multiemployer plan are insured by the PBGC, a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two 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 percent of the first \$11 of the monthly benefit accrual rate and (2) 75 percent of the next \$33. 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 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (A) normal and early retirement benefits; (B) disability benefits if you become disabled before the Plan becomes insolvent; and (C) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (i) benefits greater than the maximum guaranteed amount set by law; (ii) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of: (a) the date the Plan terminates or (b) the time the Plan becomes insolvent; (iii) benefits that are not vested because you have not worked long enough; (iv) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (v) 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 Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's

pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

14. Statement of Rights Under ERISA:

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants are entitled to:

**RECEIVE INFORMATION ABOUT
YOUR PLAN AND BENEFITS**

- Examine, without charge, at the Administrator's office and at other locations, such as work sites and union halls, all Plan documents, including 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 copies of all Plan documents and other Plan information (including copies of the latest annual report (Form 5500 Series) and updated summary plan description) upon written request to the Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish you with a copy of this summary annual report.
- Obtain upon written request from the Administrator (but not more than once a year) a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally age 65) and, if so, what your pension would be at Normal Retirement Age if you terminated your employment 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 is provided free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Plan Participants, ERISA imposes duties upon the persons who are responsible for the operation of the Plan. These persons (called "fiduciaries") have a duty to operate the Plan prudently and must act solely 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 from the Plan or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to

the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request copies 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 Board of Trustees 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 Board of Trustees.

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. 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 the claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the Plan, you should contact the 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 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.

**OREGON-WASHINGTON CARPENTERS-EMPLOYERS
PENSION TRUST FUND**

SUMMARY PLAN DESCRIPTION

APPENDIX A

SUPPLEMENTAL PLAN TRANSFER BENEFIT

If you elected to have your account under the terminated Supplemental Plan transferred to this Plan, your monthly age unreduced retirement benefit will be increased by the amount determined under the following chart, based on your age on July 1, 1991, and the amount that was transferred.

<u>Your Age as of July 1, 1991</u>	<u>Benefit for each \$1,000 transferred</u>
22	\$71.00
23	68.00
24	67.00
25	65.00
26	63.00
27	60.00
28	58.00
29	57.00
30	55.00
31	52.00
32	48.00
33	47.00
34	45.00
35	43.00
36	41.00
37	39.00
38	38.00
39	36.00
40	35.00
41	33.00
42	31.00
43	30.00
44	28.00
45	27.00
46	26.00
47	24.00
48	23.00
49	22.00
50	21.00

<u>Your Age as of July 1, 1991</u>	<u>Benefit for each \$1,000 transferred</u>
51	19.00
52	18.00
53	17.00
54	16.00
55	15.00
56	14.00
57	13.00
58	13.00
59	12.00
60	10.00
61	10.00
62	10.00