

# Engineers-AGC Retirement Trust of the Inland Empire

Physical Address 7525 SE 24th Street, Suite 200, Mercer Island, WA 98040 • Mailing Address PO Box 34203, Seattle, WA 98124  
Phone (206) 441-7574 or (800) 351-6480 • Fax (206) 505-9727 • Website: <https://www.wa-idengineerstrustfunds.com>

**Administered by**  
**Welfare & Pension Administration Service, Inc.**

August 16, 2019

**TO: All Eligible Participants and Beneficiaries**  
**Engineers – A.G.C. Pension Plan of the Inland Empire**

**RE: New Summary Plan Description**

The Board of Trustees is pleased to present you with this new and up-to-date 2019 edition of the Summary Plan Description (Plan booklet) for the Engineers – A.G.C. Pension Plan of the Inland Empire. This Plan booklet supersedes all previous versions of the Plan booklet.

This revised booklet describes the benefits available to eligible participants and their beneficiaries. We urge you to review this plan booklet and *keep it for future reference*. It contains information that will play an important part in your plans for retirement.

From time to time the Plan has issued a Summary of Material Modification (SMM) to provide notice of material benefit changes to the Plan. This Plan booklet has incorporated all the SMMs issued to date.

To be certain you receive important Plan mailings, it is imperative that you let the Administration Office know whenever your address changes.

This Plan booklet is also available on the Trust's website at [www.wa-idengineerstrustfunds.com](http://www.wa-idengineerstrustfunds.com). We encourage you to visit the Trust's website any time you need forms or have questions about your benefits.

Questions regarding these benefits should be referred to the Administration Office at (800) 351-6480, option 3216.

**Board of Trustees**  
**Engineers – A.G.C. Pension Plan of the Inland Empire**

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Administered by  
Welfare & Pension Administration Service, Inc.

September 4, 2020

**To: All Plan Participants of the Engineers-AGC Retirement Plan of the Inland Empire**

**Re: Summary of Material Modifications to the Plan Changes to  
Benefit Accrual and Normal Retirement Age**

The Trustees of the **Engineers-AGC Retirement Plan of the Inland Empire** have amended the Plan as follows:

## **1. Benefit Accrual Rate is Increased**

For hours worked on and after January 1, 2020, the benefit accrual rate has increased. **The benefit for each Future Service Credit earned on and after January 1, 2020 has been increased from \$38.00 (which has been in effect since 2004), to \$60.00 for 1500 hours worked.**

The accrual rate is adjusted for contribution rates that differ from the rate determined in the collective bargaining agreement between the signatory contractors and the Local 302 Negotiating Committee.

## **2. Normal Retirement Age is Changed**

For annuity starting dates on and after July 1, 2020, the Normal Retirement Age is reduced to age 62 for benefits earned after December 31, 2016.

Previously, the Normal Retirement Age was age 65 for benefits earned after December 31, 2016.

If you have any questions regarding this notice or your benefit under the Plan, please contact the Trust Administrative Office, Welfare & Pension Administration Service, Inc., Nikki Winston, 1(800) 351-6480 ext. 3216.

This notice is being provided to you as required by the Employee Retirement Income Security Act of 1974, as amended and Section 4980F of the Internal Revenue Code. This notice constitutes a Summary of Material Modification to the Plan.

**Board of Trustees of the  
Engineers – A.G.C. Pension Plan of the Inland Empire**

# Engineers-A.G.C. Pension Plan of the Inland Empire



Summary Plan Description  
2019

## Introduction

The Engineers–A.G.C. Pension Plan of the Inland Empire (the plan or pension plan) is intended to provide eligible employees and their beneficiaries an income for life upon retirement. It is designed to be an integral part of your financial security, in addition to Social Security benefits and income from personal savings.

As the plan’s summary plan description, this booklet summarizes the official plan document and includes a brief overview of plan provisions as well as information required by law. If there is any discrepancy between this summary and the official plan document, the plan document will govern.

This booklet describes plan provisions and benefits as of January 1, 2019 and applies to individuals who are active participants on or after that date. If you ended covered employment or retired before January 1, 2019, refer to the booklet in effect at that time.

Keep this booklet with your other important documents so that you may refer to it when you end covered employment, change jobs, or retire. If you need another copy or have questions about the plan or your pension rights or benefits, contact the administrative office:

### **Administrative Office**

Welfare & Pension Administration Service, Inc.

PO Box 34203

Seattle, WA 98124-1203

Phone: 206-441-7574 or 1-800-351-6480

Website: [www.wa-idengineerstrustfunds.com](http://www.wa-idengineerstrustfunds.com)

Sincerely,

Board of Trustees

Engineers–A.G.C. Pension Plan of the Inland Empire

### **Management Trustees**

Jamie Tibbits, Secretary

Chris Myers

Robert Seghetti

### **Labor Trustees**

Curt Koegen, Chairman

James Garrett

Mike Bosse

Daren Konopaski





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## Administrative Office

For information about...	Contact...
<ul style="list-style-type: none"><li>• Estimating your benefit</li><li>• Payment options</li><li>• When you can retire</li><li>• Starting your pension payments</li><li>• Designating or updating a beneficiary</li><li>• Domestic Relations Orders</li><li>• Payment issues once you are receiving a benefit, including direct deposit and tax withholding for Form 1099</li></ul>	<p>Welfare &amp; Pension Administration Service, Inc.</p> <p><b>Mailing Address:</b> PO Box 34203 Seattle, WA 98124-1203</p> <p><b>Physical Address:</b> 7525 SE 24<sup>th</sup> St., Suite 200 Mercer Island, WA 98040</p> <p>Phone: 206-441-7574 or 1-800-351-6480 Fax: 206-505-9727 Website: <a href="http://www.wa-idengineerstrustfunds.com">www.wa-idengineerstrustfunds.com</a></p>

## If Your Address or Phone Number Changes

It is important to keep your current address and phone numbers on file up-to-date. If this information changes, contact the administrative office.



## Plan Highlights

The plan pays a monthly income at retirement, with death benefits available to your spouse or beneficiary. Here are some key features of your pension plan:

- Your benefit is funded entirely by your employer; you make no contributions to this plan
- You can retire and qualify for benefits at the following ages if you refrain from work in certain employment (See page 13 Reemployment after Retirement):
  - At or after your Normal Retirement Age (see page 5 for definition of Normal Retirement Age)
  - As early as age 55, if you meet the plan's early retirement criteria
- You are fully vested after completing 4,350 Hours of Service (or five Years of Service, see page 3 for definition of a Year of Service)
- When you retire, your optional forms of payment may include:
  - 100%, 75%, or 50% joint and survivor annuity
  - Period certain and life pension with 120 payments guaranteed
  - One-time lump sum if the benefit value is \$10,000 or less (this will be reduced to \$5,000 in years the plan is in critical status)
- Disability retirement benefits are available if you meet the plan's definition of disability, have 10 pension credits, and worked at least 3,000 hours in the previous five years
- Death benefits to your spouse or beneficiary may be payable if you die before you begin receiving benefits from the plan (provided you meet certain service requirements)

## Eligibility and Participation

You are automatically a participant in this plan if:

- You are employed under a collective bargaining agreement between an employer and Local Union 302 of the International Union of Operating Engineers (Union), and
- Your employer is required to make contributions to the plan on your behalf (Covered Employment).

Participation begins on December 31 of the year in which you first have an hour of service.

## Measuring Service

### *Hours of Service*

Hours of Service are used to determine vesting and service credits for benefit accrual.

Hours of Service include:

- Each hour for which you are paid or entitled to be paid for the performance of duties for an employer.
- Each hour for which you are paid or entitled to be paid by your employer for time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, up to 501 hours for any single continuous period. Two periods of paid non-work time will be considered continuous if they are compensated for the same reason and are not separated by 90 or more days.
- Each hour for which back pay is awarded or agreed to by the employer (as long as it has not already been credited under either paragraph above). Such hours are credited during the calendar year in which they occur, even if paid in a subsequent year.

### *Year of Service*

You will be credited a Year of Service for each year you earn a minimum of 870 Hours of Service in Covered Employment. Such Year of Service credit is used only for determining your vesting status.

### *Pension Credits*

Eligibility for plan benefits is based on the number of your combined pension credits – which is the total of your Future Service Credits and Related Service Credits (Combined Pension Credits).

### Future Service Credits

You will receive one Future Service Credit for each 1,500 hours worked in covered employment since July 1, 1966. Fractional Future Service Credits in the form of quarter credits are awarded at the end of each calendar year. Hours not used for an additional quarter credit will be carried over to the next year.

## Related Service Credits

You will receive credit (for the purpose of maintaining eligibility or to prevent a break in service) for hours of employment that are considered credited service under a related plan of a local union affiliated with the International Union of Operating Engineers or under any other qualified pension plan that has agreed to exchange credits with this plan.

## Vesting

To be vested means you have the guaranteed right to receive a benefit from the plan. You become 100% vested when you have:

- Completed 4,350 Hours of Service, or
- Completed five Years of Service, or
- Reached your Normal Retirement Age with no permanent break in service.

You will not be entitled to a benefit if you leave covered employment before you are vested. If you leave and later are re-employed, you may be eligible to receive credit for previous service. See Break in Service on page 9 for details.

For service before January 1, 1989, a different vesting schedule applied. Contact the administrative office for details.

## How Your Benefit Is Earned

### *Future Service Benefit*

For each year of Future Service Credit, you accrue a Future Service Benefit in dollars based on the following time periods:

For each future service credit or fraction thereof earned between....	You earn a future service benefit equal to...
Jan. 1, 2004 – now	\$38.00
Jan. 1, 2001 – Dec. 31, 2003	\$77.00
Jan. 1, 2000 – Dec. 31, 2000	\$82.75
Jan. 1, 1999 – Dec. 31, 1999	\$89.00
Jan. 1, 1998 – Dec. 31, 1998	\$97.75
Jan. 1, 1997 – Dec. 31, 1997	\$115.50
July 1, 1993 – Dec. 31, 1996	\$118.75
July 1, 1991 – June 30, 1993	\$121.50
Jan. 1, 1991 – June 30, 1991	\$139.75
Jan. 1, 1987 – Dec. 31, 1990	\$150.25
Jan. 1, 1986 – Dec. 31, 1986	\$172.00
Jan. 1, 1985 – Dec. 31, 1985	\$189.75

For each future service credit or fraction thereof earned between....	You earn a future service benefit equal to...
Jan. 1, 1984 – Dec. 31, 1984	\$228.00
July 1, 1982 – Dec. 31, 1983	\$206.00
July 1, 1981 – June 30, 1982	\$165.00
July 1, 1979 – June 30, 1981	\$123.00
July 1, 1977 – June 30, 1979	\$107.75
June 1, 1976 – June 30, 1977	\$80.25
July 1, 1974 – May 31, 1976	\$75.25
Jan. 1, 1973 – June 30, 1974	\$63.25
Jan. 1, 1972 – Dec. 31, 1972	\$50.00
June 1, 1971 – Dec. 31, 1971	\$37.00
June 1, 1969 – May 31, 1971	\$28.00
June 1, 1967 – May 31, 1969	\$22.00
July 1, 1966 – May 31, 1967	\$18.25

## When You Can Receive Benefits

You may receive plan benefits if you meet the eligibility requirements and you:

- Retire on or after your Normal Retirement Age
- Qualify for early retirement
- Become permanently and totally disabled.

Unless you elect otherwise, your benefit payments will begin no later than 60 days after the later of the end of the calendar year in which:

- You reach Normal Retirement Age, or
- You end Covered Employment.

Your spouse or designated beneficiary may receive plan benefits if you die before commencing your benefit and have satisfied the requirements discussed below under Survivor Benefits.

## Normal Retirement Age

Normal Retirement Age may depend on the period for which your benefit was earned.

For benefits accrued through December 31, 2016, your Normal Retirement age is the first of the month on or after you attaining 62 **and** earn 4,350 Hours of Service or 5 (five) Combined Pension Credits, one of which is a Future Service Credit.

For benefits accrued on and after January 1, 2017, your Normal Retirement Age is the first of the month on or after you attain age 65 **and** earn 4,350 Hours of Service or 5 (five) Combined Pension Credits. (See page 3 for Combined Pension Credits), one of which is a Future Service Credit.

You may reach Normal Retirement Age in an alternative manner if you do not earn 4,350 Hours of Service or 5 (five) Combined Pension Credits or it takes more than 5 years to earn 4,350 Hours of Service or 5 (five) Combined Pension Credits and you are over age 62. For all benefits accrued, your Normal Retirement Age shall be the later of:

- The first of the month following the month in which you attain age 65, if you have not incurred a Permanent Break in Service; or
- The first day of the Plan Year in which you reach the 5<sup>th</sup> anniversary of participation if you have not incurred a Permanent Break in Service.

## ***Normal Retirement***

You are eligible for normal retirement on the first of the month following your 65<sup>th</sup> birthday for benefits earned on and after January 1, 2017. For benefits earned before January 1, 2017, normal retirement is age 62. If you have benefits earned both before and after January 1, 2017, you have two retirement ages and the two portions of your benefit will be calculated separately.

If you attain Normal Retirement Age under the alternative method described above, then your benefit accrued before January 1, 2017 and your benefit accrued on and after January 1, 2017 will be treated as having the same Normal Retirement Age.

You may commence your benefit at Normal Retirement Age if you have worked less than 40 hours in suspendible employment. (See page 13, Reemployment After Retirement for a description of suspendible employment).

Your normal retirement benefit is calculated using:

- The total of your Future Service Benefit
- Your retirement date, and
- The benefit payment option you select.

### **Example of a Normal Retirement Benefit**

Tom has participated in the plan since January 1, 1998 and plans to retire on January 1, 2025 at age 65. Here's how his normal retirement benefit is calculated:

Assuming Tom works 1,500 hours per year from January 1998 through December 2024, he will earn the following future service credits:

<b>Date of Participation</b>	<b>Future Service Benefit Per Year</b>	<b>Number of Years Credited</b>	<b>Future Service Benefit Total</b>
Jan. 1, 2004 – Dec. 31, 2024	\$38.00	X 21 =	\$798.00
Jan. 1, 2001 – Dec. 31, 2003	\$77.00	X 3 =	\$231.00
Jan. 1, 2000 – Dec. 31, 2000	\$82.75	X 1 =	\$82.75
Jan. 1, 1999 – Dec. 31, 1999	\$89.00	X 1 =	\$89.00
Jan. 1, 1998 – Dec. 31, 1998	\$97.75	X 1 =	\$97.75
			<b>\$1,298.50</b>

- Tom cannot commence his benefit until he ceases working in suspendible employment as described under Reemployment after Retirement section. Tom continued to work past age 62 and received a notice informing him of the consequences of continued employment, including that his benefits cannot commence unless he ceases employment. Therefore, his benefit earned through December 31, 2016 is not increased for delay in payment after age 62.
- Tom's benefit payable January 1, 2025 as a single life annuity would be \$1,298.50/month for his lifetime.
- His benefit would be adjusted if he chose a different payment option.

## Early Retirement

You are eligible for early retirement on the first of any month after you reach age 55 if you have at least 10 Combined Pension Credits (at least one of which is a Future Service Credit) and you have completely ceased working in the industry.

Your benefit might be adjusted because you are starting payments before your Normal Retirement Age. The amount of the adjustment depends on your age when you retire and whether or not you meet the plan's recency test.

The recency test requires that you work at least 3,000 hours in the 60 months before your retirement date. If you meet the recency test, your benefit is adjusted using more favorable factors that subsidize your benefit amount. In fact, if you meet the recency test you can retire as early as age 61 with no reduction in your benefit for early retirement. See Column A in the chart below.

If you do not meet the recency test, different factors apply to your benefit earned before and after January 1, 2017. For benefits earned through December 31, 2016, your benefit will be reduced using the factors listed in Column B. For benefits earned on and after January 1, 2017, your benefit will be reduced using the factors in Column C.

### Early Retirement Adjustment Factors

Age	You meet recency test	You do not meet recency test	
	Adjustment factor for benefits earned before and after Jan. 1, 2017* Column A	Adjustment factor for benefits earned before Jan. 1, 2017* Column B	Adjustment factor for benefits earned after Jan. 1, 2017* Column C
55	82.00%	54.69%	41.23%
56	85.00%	59.38%	44.77%
57	88.00%	64.55%	48.67%
58	91.00%	70.26%	52.97%
59	94.00%	76.58%	57.73%
60	97.00%	83.57%	63.00%
61	100%	91.34%	68.86%

	You meet recency test	You do not meet recency test	
Age	Adjustment factor for benefits earned before and after Jan. 1, 2017* Column A	Adjustment factor for benefits earned before Jan. 1, 2017* Column B	Adjustment factor for benefits earned after Jan. 1, 2017* Column C
62	100%	100%	75.39%
63	100%	100%	82.67%
64	100%	100%	90.83%
65	100%	100%	100%
*Percentage is prorated between years.			

### Early Retirement Benefit Example

Let's assume:

- Tom from the previous normal retirement example decides to retire on January 1, 2022, at age 62. He ceases working in the industry in December 2021.
- With 1,500 hours/year he has well over 3,000 hours in the 60 months before he starts retirement benefits on January 1, 2022, so he easily meets the recency test.

Here's how his early retirement benefit would be calculated.

- First, determine his normal retirement benefit earned before and after January 1, 2017:

Dates of participation	Future service benefit	Number of years	Total
<b>On and after Jan. 1, 2017:</b>			
Jan. 1, 2017 – Dec. 31, 2021	\$38.00	X 5	\$190.00
<b>Benefit earned on and after Jan. 1, 2017:</b>			<b>\$190.00</b>
<b>Before Jan. 1, 2017:</b>			
Jan. 1, 2004 – Dec. 31, 2016	\$38.00	X 13 =	\$494.00
Jan. 1, 2001 – Dec. 31, 2003	\$77.00	X 3 =	\$231.00
Jan. 1, 2000 – Dec. 31, 2000	\$82.75	X 1 =	\$82.75
Jan. 1, 1999 – Dec. 31, 1999	\$89.00	X 1 =	\$89.00
Jan. 1, 1998 – Dec. 31, 1998	\$97.75	X 1 =	\$97.75
<b>Benefit earned before Jan. 1, 2017:</b>			<b>\$994.50</b>
<b>Total:</b>			<b>\$1,184.50</b>

- The portion of his benefit earned before January 1, 2017 is payable as a Normal Retirement Benefit in the amount of \$994.50. The portion of his benefit earned on or after January 1, 2017, is payable as an Early Retirement Benefit of \$190.00, which is unreduced at age 62 because he meets the recency test. His combined age 62 benefit as a single life annuity is \$1,184.50/month for his lifetime as a single life annuity.
- His combined benefit of \$1,184.50 would be adjusted if he chose a different payment option.



### ***What if he hadn't met the recency test?***

- If instead Tom is only 58 when he ceases working in December 2021 and he waits until January 1, 2026 to start retirement benefits at age 62, he will not meet the recency test with respect to the portion of his benefit earned on or after January 1, 2017 because he does not have 3,000 hours in the 60 months immediately preceding January 1, 2026.
- The \$994.50 that Tom earned before January 1, 2017 is not reduced because he is commencing at age 62, his Normal Retirement Age for benefits accrued before January 1, 2017.
- The \$190.00 that he earned on and after January 1, 2017 would be reduced as follows:

Multiply  $\$190.00 \times 0.7539 = \$143.24$

- Tom's retirement benefit at age 62 payable as a single life annuity would be \$1,137.74/month for his lifetime ( $\$994.50 + \$143.24 = \$1,137.74$ ).

### ***Late Retirement***

If you continue to work after your Normal Retirement Age, you will be eligible for late retirement on the first day of the month following the month you cease suspendible employment (see description of suspendible employment under Reemployment After Retirement). A late retirement benefit is determined the same as a normal retirement benefit, including credit for service after Normal Retirement Age.

Strict limitations apply to reemployment following retirement that may result in suspension of pension benefits. See Reemployment After Retirement on page 13.

### **Break in Service**

If you do not work at least one Hour of Service in Covered Employment in a calendar year, you will have a Break in Service and your plan participation will end. Unless you are vested, you will lose all of your Hours of Service, service credits, and accrued benefits before the break.

However, if you work at least one Hour of Service before having five consecutive one-year Breaks in Service, your Hours of Service, service credits, and accrued benefits from before the break will be restored.

If you do have five consecutive one-year Breaks in Service without a single Hour of Service, you will have a Permanent Break in Service, which means you will permanently lose all Hours of Service, service credits, and accrued benefits. If you return to Covered Employment after a Permanent Break in Service, you will be treated as an entirely new employee.

### ***Grace Periods***

There are circumstances for which Hours of Service will be credited to prevent a Break in Service even if you did not work. Such circumstance may include periods of disability, mandatory military service, periods of reciprocity, periods of employment in a Collective Bargaining Unit, family leave, or periods of absence approved by the Trustees. If you believe special circumstances may apply to you, please contact the Administrative Office for more information.

## Applying for Benefits

If you are eligible to receive plan benefits, contact the Administrative Office for appropriate forms and details on deadlines at least two months before your desired retirement date.

## Payment Options

At the time you retire, you will have several payment options to choose from. **Once benefits start, you may not change your payment election.** Each payment option is calculated by multiplying the benefit payable as a single life annuity by a factor based on your age and, if you elect a joint and survivor annuity, on your spouse's or beneficiary's age.

Unless you elect one of the optional payment forms described in this section, you will receive the normal form of payment as follows:

- If you are married on your retirement date, the normal form of payment is a 50% joint and survivor annuity with your spouse as the surviving annuitant. If you wish to elect another payment option or designate a non-spouse beneficiary, your spouse will need to provide written, notarized consent.
- If you are not married on your retirement date, the normal form of payment is a single life annuity.

### ***Joint and Survivor Options***

The joint and survivor options entitle you to a monthly income annuity for your lifetime and an amount equal to 100%, 75%, or 50% of your monthly amount to be paid to your designated beneficiary for their lifetime after your death.

If your qualified spouse is the designated beneficiary and dies before you – **and you contact the Trustees within 12 months of your spouse's death** – your benefit will be increased to the amount that was payable as a single life annuity on your retirement date.

Your joint and survivor options may be limited if you have a non-spouse beneficiary who is significantly younger than you.

### ***Period Certain and Life Pension***

Under this option, you will receive a monthly payment for your lifetime with 120 payments guaranteed. This means if you die before receiving 120 monthly payments, the remaining payments will be paid to your designated beneficiary. If you receive 120 or more monthly payments, no further payments will be made after your death.

If you are married and wish to choose this option, your spouse must provide written, notarized consent.

### ***Lump Sum***

If the value of your retirement benefit is \$10,000 or less (\$5,000 for years the plan is in critical status), you may elect to receive it in a single sum payment.

If you are married and wish to choose this option, your spouse must provide written, notarized consent.

## Tax Implications

Your retirement payments are subject to federal and state income taxes when they are paid. Because income tax laws and regulations are complex and constantly changing, we recommend you seek competent tax advice before you receive a distribution from the plan.

## Disability

You will be eligible for a disability benefit if you meet all of the following requirements:

- You have 10 or more Combined Pension Credits (at least one of which is a Future Service Credit)
- You are certified by the Trustees to be totally and permanently disabled
- You worked at least 3,000 hours in this plan or a reciprocal plan in the 60-month period preceding the date of disability.

“Totally and permanently disabled” means you have a permanent physical or mental condition caused by a bodily injury, disease, or mental disorder that leaves you permanently incapable of performing work under the jurisdiction of the Operating Engineers, and that has continued for at least five consecutive months. Proof of total and permanent disability requires an opinion from a person qualified by state law to give medical opinions that the condition will be permanent and continuous during the remainder of your lifetime.

To qualify for retirement disability, you must submit proof of disability satisfactory to the Trustees. They may require an examination by a person of their choice who is qualified under state law to give a medical opinion. They may but are not required to also consider a Social Security Disability Award as sufficient evidence of a total and permanent disability.

A disability retirement monthly annuity will be either 100% of the early retirement benefit or 75% of the normal retirement benefit, whichever is greater.

If disability is approved, disability retirement benefits will begin on the first day of the month following five consecutive months of disability.

## Survivor Benefits

If you die after pension payments have begun, your spouse or beneficiary will receive a benefit only if the payment option you chose at retirement provides for continued payments after your death (please see Payment Options on page 10).

If you die before pension payments have begun, your surviving spouse or beneficiary may be eligible for the survivor benefits described below.

### ***Surviving Spouse Annuity***

If at the time of your death you are vested, and you have been married for at least one year, your surviving spouse is eligible to receive a monthly benefit for life:

- **If you were eligible for retirement on the date of death**, the spouse benefit is calculated as if you retired immediately before your death and elected the 50% joint and survivor annuity.

- **If you were not eligible for retirement on the date of death**, the spouse benefit is calculated as if you ended employment on the date of death and retired on your earliest retirement date and elected the 50% joint and survivor annuity.

A surviving spouse benefit may begin as early as the first of the month following your death, or may be deferred to what would have been your normal retirement age. Payments that begin before your earliest retirement date will be actuarially reduced to account for an earlier start date, while deferred payments will be actuarially increased to account for the later start date.

If the present value of the surviving spouse benefit is \$5,000 or less, it will be paid as an immediate lump sum. If the plan is not in critical status and the benefit value is more than \$5,000, but no more than \$10,000, the surviving spouse may choose either the lump sum or the 50% joint and survivor annuity described above.

### ***Beneficiary Death Benefit***

If you die before retirement and you are either vested or have not had a Permanent Break in Service, you will be eligible for a 100% fully vested death benefit. The benefit will be payable to your designated beneficiary as a single life annuity that is actuarially equivalent to your accrued normal retirement benefit at death. Your surviving spouse may choose this benefit instead of the surviving spouse annuity.

A non-spouse beneficiary must begin benefits by the end of the calendar year following the calendar year of your death. A surviving spouse may defer benefits until the date you would have reached normal retirement age.

If the present value of this benefit is \$5,000 or less, it will be paid as an immediate lump sum. If the plan is not in critical status and the benefit value is more than \$5,000, but no more than \$10,000, the beneficiary may choose either the lump sum or the annuity.

To ensure this benefit would go to the person of your choice, it's important to have a current designated beneficiary on file with the Administrative Office. Married employees may designate someone other than their spouse as their beneficiary if both the employee and spouse agree in writing. If you wish to consider this option, contact the Administrative Office for the appropriate forms.

If you do not have a designated beneficiary on file or if your beneficiary dies before you, the death benefit will be paid in this order of priority:

- Surviving spouse
- Children
- The beneficiary of your estate (as determined by your personal representative)
- The beneficiary identified in accordance with the state laws of the state in which you lived at the time of death.

### **When Participation Ends**

Your plan participation ends when you receive all benefits to which you are entitled under the plan. Your active participation in the plan ends if you have a one-year Break in Service.

If you are vested in the plan you will automatically receive more information after your employment ends.

## Reemployment After Retirement

If you retire and begin receiving pension benefits, your pension payments may be suspended if you return to work. When you retire, you will receive a notice describing the suspension of benefit rules in detail.

The rules guiding when benefits are suspended differ based on your age at the time of reemployment.

If you are reemployed after starting to receive retirement benefits, be sure to notify the Administrative Office within 31 days after starting work described in this section.

- **If you return to work before Normal Retirement Age**, your pension benefits will be suspended for each month of employment that directly or indirectly involves construction-related activities anywhere in the United States.
- **If you return to work after Normal Retirement Age**, your pension benefits will be suspended for each month in which you work 40 or more hours in the same industry, the same trade or craft, and in the same geographic area covered by the plan. However, once you reach April 1 of the year following the year in which you turn age 70½, pension payments will be paid regardless of hours worked.

## *Exception for Periods of Manpower Shortage*

If you have been retired for at least six months, you may return to work in employment with a contributing employer for up to 600 hours in a calendar year during periods of manpower shortage without having your benefits suspended.

## Claims Procedures

Once you have applied for retirement benefits in writing, the Trustees will review the claim and decide within 90 days (45 days for disability retirement claims) whether a benefit is due. If extra time is needed to process your claim, you will be notified of the reason why and the date by which you can expect a final decision. You will receive this notice within the initial 90 days (45 days for disability retirement claims) and the decision will be made within 180 days (75 days for disability retirement claims) of receipt of your application.

## *If Your Claim for Benefits Is Denied*

If your claim is denied, the administrative office will send you a notice of the denial containing the following information:

- The specific reason(s) for the denial, including in the case of a disability retirement claim an explanation of the basis for disagreeing with your physician or the Social Security Administration
- Specific reference to plan provisions, internal rules, guidelines or similar criteria on which the denial is based

- Description of any additional material or information necessary to complete the claim and of why it or information is necessary, and
- An explanation of the steps to appeal the denial

## ***Claim Review Procedures***

If your claim is denied, you may appeal your denied claim to the Board of Trustees for a review of the denial. You or your authorized representative must submit a written request for review to the Board of Trustees within 60 days (180 days for disability retirement claims) of the date you receive the denial.

In your request for review, you should set forth the reasons why you disagree with the decision, and, if you wish, submit supporting evidence. The Trustees may ask you for further evidence or information.

The appeal will be conducted by the Board of Trustees or by an appeals committee appointed by them. The Trustees will review the appeal at the next regularly scheduled quarterly meeting of the appeals committee, unless the request for review is received by the Trustees within 30 days before the meeting. In that case, the appeal will be reviewed by the date of the second quarterly meeting following receipt of the appeal, unless special circumstances require a further extension of time, in which case a benefit determination will be made no later than the third quarterly meeting of the appeals committee. You will be notified of the reason for delay, and the date to expect a benefit determination. While not required to, you or your representative may attend the appeal hearing and present evidence and testimony.

When deciding an appeal of a claim for disability retirement that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination will be identified to the claimant. Any health care professional engaged for the purpose of a consultation will not be an individual who was consulted in connection with the initial adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

Prior to a decision on an appeal for disability benefits, the Trustees will provide you with any new or additional evidence considered, relied upon or generated by the Trust. You will then have a reasonable opportunity to respond.

Within five (5) business days of the appeal hearing, the Trustees will send you a written notification of the final decision that includes:

- The specific reason or reasons for the decision
- Specific reference to the plan provisions on which the decision is based
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits
- In the case of disability retirement benefits, if an internal rule, guideline, protocol, or other similar criterion (collectively “rule”) was relied upon in making the adverse determination, the Trust will either provide you with the specific rule relied upon in making the adverse determination or notify you that a copy of that rule will be provided to you free of charge upon request

If you are dissatisfied with the written decision of the Trustees – other than a decision on a claim for a disability retirement – you may request a further appeal by arbitration in accordance with the Employee Benefit Plan Claims Arbitration Rules of the American Arbitration Association. The request must be submitted in writing to the Trustees within 60 days of receipt of their written decision.

Following final written decision by the Trustees on an appeal of a disability retirement claim, there is no further right of appeal to the Trustees or right to arbitration. Instead, you may bring a civil action under ERISA Section 502(a).

## **Plan Information**

### ***Termination or Amendment of the Plan***

The plan will remain in full force and effect until terminated by the action of the Trustees. The Trustees may amend or terminate the plan for any reason at any time. Although the Union and the contributing employers expect the plan to continue indefinitely, in the event the plan is terminated each participant will be fully vested in their accrued benefit under the plan to the extent the benefits are funded. The order in which assets will be allocated under the plan will be determined by the plan provisions and by Federal Law.

### ***Description of Collective Bargaining Agreement***

Employers make contributions to the plan in the amount required by collective bargaining agreements in the construction or closely-related industry between Local Union 302 and any individual employer which provides for the making of employer contributions to this fund. The amount of the contribution is outlined under the section referring to Fringe Benefits in the current collective bargaining agreement. The Trustees have established a monthly benefit for past service and periodically have established monthly future service benefits in relation to the negotiated employer contributions to the plan.

A copy of any collective bargaining agreement is available for examination by employees and beneficiaries upon written request to the administrative office. In addition, a complete list of employers and employer organizations sponsoring the plan is also available for examination upon written request to the administrative office.

### ***Loss or Adjustment of Benefits***

Under some conditions, payment of plan benefits will be affected:

- If you leave covered employment before becoming vested, you will not be eligible for any benefits.
- Under the Retirement Equity Act of 1984, the plan administrator may pay benefits to someone other than you (even while you are still working) if required by a Qualified Domestic Relations Order (QDRO). A QDRO is a court order for providing child support, alimony or marital property rights to a spouse, former spouse, child or other dependent according to a state domestic relations law. Certain IRS rules must be satisfied for the order to qualify.
- The IRS can levy your pension benefit to collect a delinquent federal tax debt.



- The Board of Trustees is authorized to terminate the plan in certain circumstances described in the Trust Agreement. The Pension Benefit Guaranty Corporation (PBGC) may also terminate the plan under circumstances described in Title IV of ERISA.

If the plan terminates, your accrued benefit is fully vested to the extent there are sufficient funds in the Trust Fund to pay benefits. However, no new benefits will be earned. The Trustees will notify the PBGC of a proposed termination and will wait for any required approval before the plan is terminated.

The Trustees expect the assets in the trust fund to be sufficient to pay retirement benefits. If there are excess assets, they will be allocated to participants and will not be returned to employers. If there are insufficient assets, they will first be used to pay benefits guaranteed by the PBGC (see *“Protection Under the PBGC”*). Any remaining assets will be used to pay unpaid benefits in the following order: Retired Participants and those eligible to retire, surviving spouses and beneficiaries and Terminated Participants.

- If the total expected value of your benefit over your lifetime is under \$5,000 when payments would begin, it will be paid in a single lump sum as your only benefit from the plan.
- If you do not meet the plan’s eligibility requirements, no benefits will be paid.
- An adjustment in benefits may be made if an error occurs when calculating your benefits or your age has been misstated.

## ***Assignment of Benefits***

Except as required by law (for example, in the case of a QDRO), benefits under this plan are not subject to assignment, alienation, attachment, lien, garnishment, levy, pledge, bankruptcy, execution or any other form of transfer.

## ***Protection Under the Pension Benefit Guaranty Corporation (PBGC)***

Your benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained 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% of the first \$11 of the monthly benefit accrual rate and (2) 75% 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:

- Normal and early retirement benefits
- Disability benefits if you become disabled before the plan becomes insolvent, and

- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guarantee amount set by law
- Benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of the date the plan terminates or the time the plan becomes insolvent
- Benefits that are not vested because you have not worked long enough
- Benefits for which you have not met all of the requirements at the time the plan becomes insolvent, and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the plan administrator or the PBGC's Customer Contact Center, 1200 K Street NW, Washington, D.C. 20005 or call 1-800-400-7242 (toll free number). TTY/TDD users may call the federal relay service at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC website at [www.pbtc.gov](http://www.pbtc.gov).

## Your Rights Under ERISA

As a participant in the plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 , as amended (ERISA). ERISA provides that all plan participants are entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations (such as work sites and union halls), all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may impose a reasonable charge on you for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefit would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

## ***Prudent Actions by Plan Fiduciaries***

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

## ***Enforce Your Rights***

If your claim for pension benefits 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 materials from the plan administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.
- If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## ***Assistance With Your Questions***

If you have any questions about your plan, contact the administrative office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or write to the:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, NW  
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 at 866-444-3272.

## Administrative Facts

Official Name	The Engineers-A.G.C. Pension Plan of the Inland Empire										
Board of Trustees/ Plan Administrator	<p>This plan is maintained and administered by a joint labor-management Board of Trustees:</p> <p>The Board of Trustees of the Engineers-A.G.C. Pension Trust Located at: 7525 SE 24<sup>th</sup> St, Suite 200 Mercer Island, WA 98040</p> <p>The names and addresses of the Trustees are:</p> <table> <tr> <th><u>Management Trustees</u></th><th><u>Labor Trustees</u></th></tr> <tr> <td>Jamie Tibbits, Secretary Inland Asphalt Company PO Box 3366 Spokane, WA 99220-3366</td><td>Curt Koegen, Chairman IUOE Local 302 1916 S. Seehorn Rd. Spokane Valley, WA 99212-3220</td></tr> <tr> <td>Chris Myers N A Degerstrom, Inc. 3303 N. Sullivan Rd. Spokane Valley, WA 99216-1604</td><td>James Garrett IUOE Local 302 510 S. Elm St. Suite 2 Spokane, WA 99201-5621</td></tr> <tr> <td>Robert Seghetti Acme Contrete Paving, Inc. 4124 E. Broadway Ave. Spokane, WA 99202-4531</td><td>Mike Bosse IUOE Local 302 2011 W. Yakima St. Pasco, WA 99301-4931</td></tr> <tr> <td></td><td>Daren Konopaski IUOE Local 302 18701 120<sup>th</sup> Ave. NE Bothell, WA 98011-9501</td></tr> </table>	<u>Management Trustees</u>	<u>Labor Trustees</u>	Jamie Tibbits, Secretary Inland Asphalt Company PO Box 3366 Spokane, WA 99220-3366	Curt Koegen, Chairman IUOE Local 302 1916 S. Seehorn Rd. Spokane Valley, WA 99212-3220	Chris Myers N A Degerstrom, Inc. 3303 N. Sullivan Rd. Spokane Valley, WA 99216-1604	James Garrett IUOE Local 302 510 S. Elm St. Suite 2 Spokane, WA 99201-5621	Robert Seghetti Acme Contrete Paving, Inc. 4124 E. Broadway Ave. Spokane, WA 99202-4531	Mike Bosse IUOE Local 302 2011 W. Yakima St. Pasco, WA 99301-4931		Daren Konopaski IUOE Local 302 18701 120 <sup>th</sup> Ave. NE Bothell, WA 98011-9501
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Legal Process	<p>The administrative manager at the administrative office is designated as agent for purposes of accepting service of legal process on behalf of the Plan. The address of the administrative office is:</p> <p>Welfare &amp; Pension Administration Service, Inc. 7525 SE 24<sup>th</sup> St, Suite 200 Mercer Island, WA 98040</p> <p><b>Mailing address:</b> PO Box 34203 Seattle, WA 98124-1203</p> <p>Legal process may also be served on any of the Trustees at the administrative office.</p>										

Plan Number	001
Employer Identification Number	The Employer Identification Number (EIN) assigned to the plan by the IRS is 91-6070237.
Plan Type	This plan is a defined benefit pension plan.
Plan Administrator	This plan is administered by a Board of Trustees, with the assistance of Welfare & Pension Administration Service, Inc., a contract administration organization.
Collective Bargaining Agreements	<p>The plan is maintained under several collective bargaining agreements between contributing employers and participating unions. These collective bargaining agreements can be examined at the administrative office.</p> <p>A list of participating employers and labor organizations can also be examined at the administrative office.</p>
Plan Funding	This Plan is funded by your employer's contributions. The hourly rate of your employer's contribution is determined through a Collective Bargaining Agreement with the Union and contributing employers, or a Special Agreement with the Trustees. You are not permitted to contribute to the Plan. These funds are used for the payment of benefits and administrative expenses.
Plan Year	January 1 – December 31
Plan Documents	This booklet is the summary plan description and describes major plan provisions. It does not replace the official documents which legally govern plan operations. Contact the administrative office for a copy of the plan document. Other materials pertaining to the plan are available for review at the administrative office.

# Engineers—A.G.C. Pension Plan of the Inland Empire

**Administrative Office**

Welfare & Pension Administration Service, Inc.

PO Box 34203

Seattle, WA 98124-1203

Phone: 206-441-7574 or 1-800-351-6480

Website: [www.wa-idengineerstrustfunds.com](http://www.wa-idengineerstrustfunds.com)

# **Engineers—A.G.C. Pension Plan of the Inland Empire**

Administrative Office  
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