

**SUMMARY PLAN DESCRIPTION**

**for the**

**OHIO AND VICINITY REGIONAL COUNCIL**

**OF CARPENTERS – SOUTHWEST**

**RETIREMENT PLAN**

November, 2002

**SUMMARY PLAN DESCRIPTION FOR THE  
OHIO AND VICINITY REGIONAL COUNCIL OF CARPENTERS - SOUTHWEST RETIREMENT  
PLAN**

Dear Participants and Beneficiaries:

We are pleased to distribute this booklet describing the benefits provided by your Retirement Plan.

The booklet summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible and the procedures that must be followed when applying for a benefit. Also included are important information concerning your rights as a participant or beneficiary and definitions of important terms.

The Board of Trustees may amend the Plan. You will be notified of any important changes.

This is your booklet describing your Plan. Please read it from cover to cover. Then put it in a safe place for future reference. If at any time you have questions about your Plan, don't hesitate to call or write the Fund Office for assistance.

This booklet is a summary of the Plan. If there is any discrepancy between the provisions of this summary and the Plan itself, the Plan will control.

The Plan is maintained pursuant to a collective bargaining agreement with contributing employers. A copy of the bargaining agreement is available for review by participants without charge at the Regional Council Office or at the Fund Office during normal business hours. However, a reasonable charge may be made for copies. A copy of the bargaining agreement can be made available for examination at a work site if at least 50 participants are employed there. If you wish to examine the bargaining agreement at a work site where at least 50 participants work, contact the Fund Office. The bargaining agreement will be made available within 10 days. (This procedure also applies to Plan documents and to copies of documents filed with the Department of Labor.)

**BOARD OF TRUSTEES  
OHIO AND VICINITY REGIONAL  
COUNCIL OF CARPENTERS – SOUTHWEST  
RETIREMENT PLAN**

**NOTE - The Board of Trustees has discretionary authority to determine eligibility for benefits and to use its discretionary authority to interpret the Plan. Benefits under the Plan will be paid only if the Board of Trustees decides, in its discretion, that the applicant for the benefits is entitled to them. Any interpretation or determination made by the Board of Trustees pursuant to this discretionary authority will be final and binding on all parties unless it is determined by a court that the interpretation or determination was arbitrary and capricious.**

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## PART I

### **Information Required by the Employee Retirement Income Security Act of 1974, as amended (ERISA)**

#### Name of Plan

Ohio and Vicinity Regional Council of Carpenters - Southwest Retirement Plan.

#### Name and Address of Plan Administrator (Fund Office)

Board of Trustees  
Ohio and Vicinity Regional Council  
of Carpenters - Southwest Retirement Plan  
c/o Compensation Programs of Ohio, Inc.  
P. O. Box 230  
Niles, Ohio 44446-0230  
Telephone Number: (800) 435-2388

#### Information Regarding Contributing Employers

The Plan is maintained as a result of collective bargaining with various employers or employer associations. Upon written request to the Fund Office, you will receive information about whether a particular employer or employee organization is contributing to the Plan and, if so, its address.

#### Employer Identification Number and Plan Number

The Employer Identification Number assigned to the Board of Trustees by the Internal Revenue Service is 34-1965854.

The Plan Number assigned to the Plan is 001.

#### Type of Plan

The Plan is a defined contribution profit sharing plan. (It is also an individual account plan.)

#### Agent for Service of Legal Process

Service of legal process can be made upon the Board of Trustees, which is the agent for service of process. The address is c/o Compensation Programs of Ohio, Inc., P.O. Box 230, Niles, Ohio 44446-0230. Service of process can also be made upon any of the following Trustees:

**UNION TRUSTEES**

Mr. James Doyle, Executive Secretary-Treasurer  
Ohio and Vicinity Regional Council of Carpenters  
3615 Chester Avenue  
Cleveland, Ohio 44114

Mr. David L. Chaney, Executive Regional Director  
Southwest Ohio Regional Council of Carpenters  
204 Garver Road  
Monroe, Ohio 45050

Mr. Mark Galea, Director of Organizing  
Southwest Ohio Regional Council of Carpenters  
204 Garver Road  
Monroe, Ohio 45050

Mr. Randy Tackett, Business Representative  
Southwest Ohio Regional Council of Carpenters  
204 Garver Road  
Monroe, Ohio 45050

Mr. Herbert Adams, Business Representative (Alternate)  
Southwest Ohio Regional Council of Carpenters  
204 Garver Road  
Monroe, Ohio 45050

Mr. David Nelson, Business Representative (Alternate)  
Southwest Ohio Regional Council of Carpenters  
204 Garver Road  
Monroe, Ohio 45050

**EMPLOYER TRUSTEES**

Mr. Timothy Beischel  
R.J. Beischel Building Co.  
P.O. Box 32067  
Cincinnati, Ohio 45232

Mr. Randall L. Fox, Executive Director  
Associated General Contractors of Ohio –  
West Central Ohio Division  
115 Linwood Street  
Dayton, Ohio 45405

Mr. Mark Trimbach  
Universal Contracting Corporation  
5151 Fishwick Drive  
Cincinnati, Ohio 45246

Mr. Gary L. Robinson  
L.B. Robinson, Inc.  
P.O. Box 81 (Forest Park Branch)  
Dayton, Ohio 45405

**Eligibility**

You will become a participant in the Plan on the first day of the month that follows the payroll period during which you complete at least 500 hours with a contributing employer during your “eligibility period.” Your eligibility period is the 12-month period that starts when you first work for a contributing employer. However, if you do not work for a contributing employer during a rolling 12-month period, you will become a participant on the first day of the month that follows the payroll period during which you complete at least 500 hours with a contributing employer during any rolling 12-month period.

The Plan participates in the United Brotherhood of Carpenters and Joiners of America Master Reciprocal Agreement for Annuity Plans. This means that if the defined contribution plan sponsored by your home local also participates in the UBC Master Reciprocal Agreement for Annuity Funds, you can elect to have contributions reciprocated to your home local’s defined contribution plan by signing an Authorization to Transfer form that is available at the Regional Council Office and at the Fund Office. However, if the defined contribution plan sponsored by your home local is *not* a party to the UBC Master Reciprocal Agreement for Annuity Funds, no reciprocal transfers can be made and your benefits will be determined by the provisions of the Ohio and Vicinity Regional Council of Carpenters – Southwest Retirement Plan.

If you authorize the Board of Trustees to reciprocate contributions to your home local's defined contribution plan through the UBC Master Reciprocal Agreement for Annuity Funds, you will not be a participant in (or you will stop being a participant in) the Retirement Plan.

Self-employed individuals, such as partners, sole proprietors and members of a limited liability company (LLC) are not permitted to participate. Their participation is prohibited by the Taft-Hartley Act.

#### Source of Contributions

The Plan is funded with contributions that are made under the terms of the collective bargaining agreement. The amount of the contribution is determined by the collective bargaining agreement.

A separate account is kept for each participant. This separate account includes

- contributions made on your behalf by your employer,
- your share of investment gains and losses, and
- your share of administrative expenses.

**Only contributions actually collected from your employer will be credited to your account in the Plan.**

#### Plan Expenses

Expenses of administering the Plan are charged first against the income of the Plan. If there is not enough income to cover administrative expenses, the remaining expenses are charged against contributions.

#### Plan Year

The fiscal year of the Plan begins January 1 and ends December 31. This is called the "Plan Year." However, the first fiscal year of the Plan began May 1, 2001 (the effective date of the Plan) and ended December 31, 2001.

## PART II

### **Benefits Provided by the Plan**

#### Normal Retirement Benefit

Your normal retirement age is the day you become 62 years old, and you are entitled to your Normal Retirement Benefit at that time, even if you continue to work for a contributing employer. However, you can delay receiving your benefit until April 1 of the year following the later of (1) the year you reach age 70 \_ or (2) the year in which you actually retire.

To receive your Normal Retirement Benefit, you must complete an application form that is available at the Fund Office. If the application is approved, your account will be valued and payment will be made as soon as administratively feasible.

#### Early Retirement Benefit

You are eligible for an Early Retirement Benefit if you

- are eligible for an early retirement benefit from the Southwest Ohio Regional Council of Carpenters Pension Plan, and
- have stopped working for a contributing employer.

To receive your Early Retirement Benefit, you must file an application form at the Fund Office. If the application is approved, your account will be valued and payment will be made as soon as administratively feasible.

#### Termination Benefit

You are eligible for a Termination Benefit if no employer contributions (including those made under a reciprocity agreement) have been made for you for at least 24 consecutive months.

To receive your Termination Benefit, you must file an application form at the Fund Office. If the application is approved, your account will be valued and payment will be made as soon as administratively feasible.

#### Disability Benefit

If you become disabled while you are a participant, you are eligible for a Disability Benefit.

For purposes of the Plan, you are disabled if you have a physical or mental condition that, based on medical evidence satisfactory to the Board of Trustees, will presumably prevent you from ever working in the trade. (This disability must be more than temporary or short-term in nature.)

To receive a Disability Benefit, you must complete an application form, which is available at the Fund Office. You must submit medical evidence of your disability with your application. If your application is approved, your account will be valued and your payment will be made as soon as administratively feasible.

### Death Benefit

If you die after you have become a participant, your beneficiary is entitled to the amount in your account.

You should fill out a beneficiary form and return it to the Fund Office. Copies of the form are available at the Fund Office. You should also be certain to keep your beneficiary form up-to-date.

Federal law states that if you are married when you die, your beneficiary must be your spouse unless your spouse has agreed in writing on a form provided by the Board of Trustees that someone else will be your beneficiary. (To be effective, the written agreement of your spouse must be witnessed by a notary public.)

If you are not married when you name your beneficiary, but later marry, your spouse will **automatically** become your beneficiary unless your spouse agrees in writing on a form provided by the Board of Trustees that someone else will be your beneficiary. To be effective, your spouse's written agreement must be witnessed by a notary public. If your spouse does not effectively agree in writing, any death benefit will be paid to your spouse, even though you have named someone else as your beneficiary. This is one reason why it is important to keep your beneficiary form up-to-date.

If you die with no effective beneficiary designation, any death benefit that is payable will be paid to your surviving spouse or, if none, to your estate. "Spouse" means the spouse to whom you are married when you die, not a former spouse.

### Transition Benefit

If you retire (early or normal), become disabled or die before you become a participant and before July 1, 2002, you or your beneficiary is eligible to receive any contributions made to the Plan for you.

### Valuing Your Account

Once your application has been approved, the value of your account will be determined as of the previous December 31. (Any contributions made by your employer since that time will also be included.) Your payment will be made as soon as administratively feasible after your application has been approved.

### Form of Benefit Payment

After the application for a benefit has been approved, the value of your account will be paid in a lump sum.

### Vesting and Loss of Benefits

Once you become a participant in the Plan (see heading titled "**Eligibility**" on page 3), you are 100 percent vested in the contributions that were made for you during the "eligibility period" in which you become a participant. Contributions that are made for you during any eligibility period **before** the eligibility period in which you become a participant are forfeited (permanently lost).

Benefit payments can be withheld until you provide all the information needed to process your claim. Also, any future benefits to which you may become entitled can be reduced or withheld if there had previously been an overpayment to you.



Under certain circumstances, all or a portion of your account may be subject to payment under the terms of a (1) qualified domestic relations order (QDRO) or (2) tax levy issued by the Internal Revenue Service. If the Board of Trustees or the Fund Office receives a QDRO or notice of a tax levy affecting your account, you will be notified.

Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures governing qualified domestic relations orders. A request should be directed to the Board of Trustees at the address on page 2.

#### Termination of Participation

Your participation in the Plan will end when you retire, die, become disabled or have your contributions reciprocated to another plan, whichever occurs first. If you later return to work in covered employment with a contributing employer after your participation in the Plan has ended, you will become a participant immediately unless you previously received a payout from the Plan. In that case, you will be treated as a new employee. (An exception applies if you are reemployed after your Early or Normal Retirement Date. In that case, you will immediately become a participant.)

#### Termination of Plan

The Plan was created by the collective bargaining process and can only be terminated by the collective bargaining process. If the Plan is terminated, the amount in your account will be paid to you.

### PART III

#### **Provisions Relating to Veterans' Reemployment**

##### Your Responsibilities

To protect your veterans' reemployment rights under the Plan, you must leave the geographic jurisdiction of the Regional Council to serve in the uniformed military service (as defined below) **before** your participation in the Plan ceases, and you must notify your employer (or the Fund Office) before you leave. (The notification requirement is excused by federal law if you could not give advance notice because of military necessity or if giving the advance notice was impossible or unreasonable.)

You must also apply for work with a contributing employer within a certain period of time after you are released from military service under honorable conditions. The time period during which you must apply for work with a contributing employer depends on how long you served in the military, as follows:

<u>If the period of service in the uniformed services:</u>	<u>Applicable deadline:</u>
Lasted less than 31 days	By the beginning of the next regular scheduled work period on a day following completion of the uniformed service, and at least eight hours after the period needed for the participant to return home from the place of that uniformed service
Consisted solely of a physical or medical examination to verify fitness	By the beginning of the next regular work period
Lasted more than 30 days but less than 181 days	Within 14 days after completion of service in the uniformed services
Lasted for more than 180 days	Within 90 days after completion of the period of service in the uniformed services
Ends while the participant is hospitalized or convalescing from an injury or illness incurred in the uniformed service	After the participant has recovered, but not more than two years after the injury or illness.

You must then notify the Fund Office in writing no later than 120 days after this deadline for applying for work with a contributing employer. The Fund Office will ask you to provide written documentation of your service in the uniformed services.

##### The Plan's Responsibilities

If you have satisfied the requirements for protecting your veterans' reemployment rights and have provided the Fund Office with the documentation it requests to verify your military service, you will receive credit for eligibility, vesting and benefits (contributions) under the Plan, although benefit service will be limited to a maximum of five years and will be reduced by any previous periods of military service. Generally speaking, your benefits will be based on the number of hours you worked in covered employment during the 12-month period that immediately preceded your entry into military service.

For purposes of federal law, your military service may be with the Armed Forces of the United States, the Army National Guard or the Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the Commissioned Corps of the Public Health Service and any other category designated by the President in time of war or emergency. "Service" means the performance of duty on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty

training, full-time National Guard duty, and a period for which you are absent from employment for a physical examination to determine your ability to perform service in the uniformed services.

## PART IV

### Claims and Review Procedure - ERISA Rights

#### Claims and Review

To make a claim for your Plan benefit, you (or, if you die, your beneficiary) or an authorized representative must file an application form with the Fund Office. An application form is available at the Fund Office. Your application will be presented to the Board of Trustees (or to a subcommittee), which must approve all benefit payments.

If your application is denied, either completely or partially, you will be told why. You will also be told how to appeal the denial. YOU MUST FOLLOW THE APPEAL PROCEDURE IF YOU WISH TO FURTHER PURSUE YOUR CLAIM.

To appeal the denial of your application, you must file a WRITTEN request for review with the Fund Office. This request must be filed within 60 days (180 days for a disability benefit) of the date you were notified and must include:

- (a) your name
  - (b) your Social Security number
  - (c) your address
  - (d) your telephone number
  - (e) your place of employment
  - (f) the date you filed your claim
  - (g) the type of claim (such as early or normal retirement, termination or disability)
- and
- (h) the reasons you disagree with the decision denying your application.

Upon request, the Plan will provide you or your representative (free of charge) all documents, records and other information that is relevant to your claim. You or your representative (or both of you) may submit a written statement (including documents, records and any other relevant information) to support your position. However, the Plan will not pay the fees of your representative.

Your appeal will be decided by the Board of Trustees or by a subcommittee. You will be given a written report after your appeal has been reviewed and a decision has been made.

#### Statement of ERISA Rights

As a participant in the Ohio and Vicinity Regional Council of Carpenters – Southwest Retirement 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 shall be entitled to:

- Examine, without charge, at the Fund Office and at other specified locations, such as work sites and the Regional Council Office, all documents governing the Plan, 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 Pension and Welfare Benefits Administration.

- Obtain, upon written request to the Board of Trustees, copies of documents governing the operation of the Plan, including collective bargaining agreements, copies of the latest annual report (Form 5500 series) and an updated summary plan description. The Board of Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Board of Trustees 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 benefit at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many more years you have to work to get a right to a benefit. 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.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit 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.

If your claim for a retirement 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 a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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 of 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.

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your

rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

## **PART V**

### **Government Insurance Program**

The Employee Retirement Income Security Act of 1974 (ERISA) established the Pension Benefit Guaranty Corporation (PBGC) to guarantee certain types of pension plan benefits. Individual account plans, however, are not covered by ERISA's plan termination provisions. This is because an individual account plan, such as the Ohio and Vicinity Regional Council of Carpenters - Southwest Retirement Plan, can never be underfunded like a defined benefit pension plan can be. Because your benefits from the Plan are based on the balance in your account, the plan termination provisions of ERISA do not apply to the Plan.

### **BOARD OF TRUSTEES OHIO AND VICINITY REGIONAL COUNCIL OF CARPENTERS – SOUTHWEST RETIREMENT PLAN**

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