MIDWEST OPERATING ENGINEERS
FRINGE BENEFIT FUNDS

INTERNATIONAL UNION OF OPERATING ENGINEERS
ORGANIZED DEC. 7, 1896
LABOR OMNIA VINCIT

PENSION FUND

Summary Plan Description | 2023 Edition

PENSION FUND

Midwest Operating Engineers
6150 Joliet Road
Countryside, Illinois 60525
708.482.7300

To All Participants:

Helping you to build financial security for your retirement years is important to us, the Trustees of the Midwest Operating Engineers Pension Plan ("the Plan"). To help you understand the benefits provided by the Plan, we are pleased to provide you with this Summary Plan Description (SPD).

The amount of your pension benefit is generally based on the number of years you work for employers who make contributions to the Plan on your behalf. Generally, the longer you work for contributing employers, the greater your pension. The Plan offers you:

- Pensions at various retirement ages;
- Several payment options;
- Disability benefits; and
- Survivor benefits.

This SPD has been prepared to give you an overview of the Plan and to help you make decisions about retirement. It is a description of the Plan, as amended and restated effective July 1, 2022, and takes the place of any prior SPDs. However, it does not replace or supersede the Plan's legal document. Please keep this SPD in a safe place, and if you are married, share it with your spouse.

The benefits described in this SPD generally apply to participants who retire or otherwise leave Covered Employment on and after July 1, 2022. If you left Covered Employment prior to July 1, 2022, your benefits will be based on the Plan provisions in effect when you terminated Covered Employment.

The Trustees will keep you advised of changes in Plan procedures and provisions. If you have any questions about your pension benefits or need assistance applying for benefits, please contact the **Retirement Services Group at 708.579.6630.** Pension Plan Representatives will be happy to help you. You can also visit the Fund's website at **https://local150.org/moe/benefits/retirement/pension/.**

Sincerely,

Board of Trustees

The Trustees reserve the right to change, modify or discontinue all or part of this Plan at any time. The Trustees reserve the right to make all determinations on eligibility rules or any other provision relating to the operation of the Plan in an effort to best serve all participants. If there is ever a conflict between this booklet and the Plan's legal document, the Plan document will control.

TABLE OF CONTENTS

BEGINNING WORK

BECOMING A PLAN PARTICIPANT

You are eligible to participate in this Plan if your employer is required to make contributions on your behalf to the Midwest Operating Engineers Pension Trust Fund, which holds the assets of the Plan.

Once you are eligible to participate, you can receive credit for Vesting Service Years, which are used to determine your right to a pension.

Plan participants include non-collectively bargained individuals who are covered by the Plan (for example, employees of the Union, an Employer Association or the Fringe Benefit Funds).

If you wish to check if a particular employer is a contributing employer, call the Fund Office at 708.482.7300.

Terms to Know

"Union" means the International Union of Operating Engineers, Locals No. 150, 150A, 150B, 150C, 150D, 150G, 150M and 150RA.

"Associations" include Employer Associations that have entered into a Collective Bargaining Agreement with the Union, under which it is agreed that the employer members of such association shall make employer contributions to the Trust Fund.

VESTING SERVICE YEAR

Under the Plan, both the employer contributions required to be made on your behalf and your Vesting Service Years determine your right to a benefit and the amount of your benefit. The Plan uses your Vesting Service Years to establish your right to a benefit if you leave Covered Employment before retirement. Once you become vested, either partially or 100%, you have a right to a benefit from the Plan.

Generally, you receive a Vesting Service Year for any Plan Year that you work 500 or more hours in Covered Employment or Contiguous Non-Covered Employment. New employees receive a Vesting Service Year for the first Plan Year in which employer contributions are made to the Fund on their behalf, whether or not they are credited with 500 hours of work.

Important!
Under certain circumstances, you can lose all Vesting Service Years and benefits you have already accrued under the Plan—for example, if you do not earn 500 Hours of Service in each Plan Year for five consecutive Plan Years before you have earned a right to a benefit. Also, certain other situations, such as military leave, can affect your benefit.

VESTED STATUS

When you become partially vested in the Plan, you have a non-forfeitable right to your vested accrued pension benefit based on those Vesting Service Years. The Plan determines your Vested Status as follows:

Vesting Service Years	Vested Percentage
Less than 3	0%
3	20%
4	40%
5	60%
6	80%
7 or more	100%

If you are working in Covered Employment when you reach Normal Retirement Age, you are automatically 100% vested in a benefit from the Plan.

BREAKS IN SERVICE

If you are not at least partially vested and earn less than 500 hours in a Plan Year (for which employer contributions are required), you will incur a One-Year Break in Service. If you have a Break in Service, the Plan will no longer consider you an active participant. A Permanent Break in Service occurs if you have five Plan Years in a row in which you earn less than 500 hours.

If you have a Break in Service and later return to Covered Employment before incurring a Permanent Break in Service and earn at least 500 Hours of Service in a Plan Year, you will again become an active participant. A Permanent Break in Service before you become vested causes you to lose credit for all your Vesting Service Years and your accrued benefits up to that point. In addition, Breaks in Service may affect your benefit rate.

An Example
Assume you have two Vesting Service Years and you are not vested. You leave Covered Employment and return after six years. In this case, you do not receive credit for your previous two Vesting Service Years because you have incurred a Permanent Break in Service. However, if you return to Covered Employment after only four years, your Break in Service would not be permanent, so you would receive credit for your previous two Vesting Service Years (as long as you complete 500 Hours of Service during the Plan Year in which you return).

EXCEPTIONS

There are a few exceptions to the Break in Service rules. You will not experience a Break in Service if you have less than 500 Hours of Service in a Plan Year due to:

- **Military Leave.** Under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if you

Terms to Know

"Covered Employment" is employment for which your employer(s) is required to make contributions to the Plan on your behalf.

A "Plan Year" is April 1 through March 31.

"Contiguous Non-Covered Employment" occurs when you work for an employer at a position that does not require contributions to the Fund and which immediately precedes or follows your employment in Covered Employment for which the employer is required to contribute to the Fund on behalf of other employees.

Effective October 1, 2004, the Trustees will grant Contiguous Non-Covered Employment for vesting purposes only if the Trustees determine that it will not have a material adverse financial impact upon the Plan.

You earn "Hours of Service" for hours your employer is required to make contributions to the Fund on your behalf.

leave active employment to go into military service, you will not incur a Break in Service. Your benefits will continue to accrue for each month you are in qualified military service based on the average contribution rate and average number of hours worked during the five Plan Years preceding your military service. You must make yourself available for Covered Employment within 90 days after release from active duty, discharge, separation or recovery from a disability incurred prior to your release from active duty and continuing after your release. Your period of qualified military service will count toward years of service, Vesting Service Years, and benefit accruals up to a maximum of five years.

In addition, to assist military families experiencing significant economic hardships due to individuals being called to active duty, Congress passed the Heroes Earnings Assistance and Relief Tax Act (the "HEART" Act) of 2008. The HEART Act provides for additional Plan benefits and protection for individuals who, after leaving Covered Employment to serve in the military, either die or become disabled while in qualified military service.

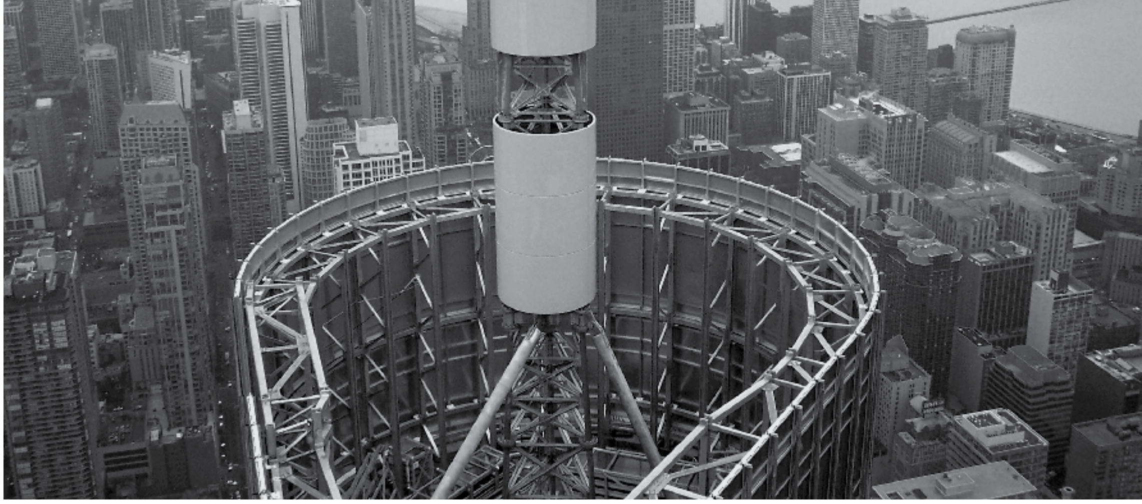
The HEART Act requires pension plans to provide mandatory death benefits by treating Participants who die while in qualified military service as if they had returned to active employment before their death. In addition to mandatory death benefits, the HEART Act also allows, but does not require, pension plans to provide Years of Service to participants who die or become disabled while in qualified military service.

If you die while in qualified military service, the Plan will treat you as if you had returned to Covered Employment and were an active employee before your death. Your spouse may be eligible for the Qualified Pre-Retirement Surviving Spouse Annuity.

Contact the Fund Office for more information regarding benefits provided under the HEART Act.

- **Family and Medical Leave Act (FMLA).** Generally, your employer is subject to FMLA if your employer has at least 50 employees. You qualify for FMLA if you have worked for your employer at least 12 months and have worked at least 1,250 hours during the 12 consectutive months prior to the start of your leave. Contact your employer to see if you qualify for FMLA and to check on the procedures that you must follow to request a qualified FMLA leave. FMLA provides up to 12 weeks of unpaid leave in certain situations, including:
  - The birth of a child,
  - The adoption or foster care placement of a child,
  - To care for your spouse, child or parent who has a serious health condition, or
  - For your own serious health condition.
- **Maternity/Paternity Absence.** Leave is granted for time off related to:
  - Your pregnancy,
  - The birth of your child,
  - The placement for or the adoption of your child, or
  - The care of your child immediately following birth or adoption.

You will be required to provide proof of the reason for the leave. To prevent a Break in Service, you must have prior approval from the Trustees. Additionally, the Trustees may ask you to provide information relating to your normal Hours of Service. This service is used only to prevent a Break in Service and will not count toward your Vesting Service Years or benefit accruals. You may be granted a maximum of 501 hours that you may use to prevent a Break in Service in the Plan Year the FMLA began. Or, if no Break in Service would have occurred in that Plan Year, you may use these hours to prevent a Break in Service from occurring in the following Plan Year.



LIFE EVENTS

Your benefits are designed to meet your needs at different stages of your life. This section describes the effect on your Plan benefits when different lifestyle changes occur after you become a participant.

IF YOU GET MARRIED

When you marry before retirement, your spouse automatically becomes your pre-retirement death beneficiary for your pension benefit unless you and your spouse sign a waiver, providing written, notarized consent to another beneficiary. The normal form of a married person's pension benefit is the Qualified Joint and 50% Survivor Annuity (QJSA).

If you marry after retirement, you cannot change the form of benefit you elected. If you are receiving a 5 Year Certain and Life Annuity or a 10 Year Certain and Life Annuity, you may designate your new spouse as your beneficiary. If you are receiving one of the Joint and Survivor Optional forms of payment, only the spouse designated on your pension benefit election form at the time of retirement is eligible for a survivor benefit if you die.

You may also designate a beneficiary for the Post-Retirement Lump Sum Death Benefit through your My150 account **(www.My150.com)**.

If You Are Getting Married:

- Notify the Fund Office.
- Review and/or update your beneficiary designations in your My150 account (www.My150.com).

IF YOU BECOME DIVORCED

If you become divorced (whether before or after retirement), you should notify the Fund Office and review your beneficiary designation and change it, if necessary.

In the event of a divorce, you or your spouse may file a Qualified Domestic Relations Order (QDRO). Under the terms of a QDRO, certain payments could be required to be made from your pension benefits to pay alimony, child support or marital property rights to your spouse, former spouse, child or other dependent. A QDRO, therefore, may affect the amount of benefits you will receive or are receiving and any future survivor benefits. **We strongly recommend that you use the model QDROs that are in place**.

If You Are Getting Divorced:

- Notify the Fund Office.
- Review and/or update your beneficiary designations in your My150 account (www.My150.com).
- Review and/or update your address information in your My150 account (www.My150.com).

If you have questions about QDROs, would like a copy of the model QDROs, or would like to receive a copy of the Plan's QDRO procedures, please contact the Retirement Services Group.

IF YOU BECOME DISABLED

If you become disabled, you may be eligible for a Disability Pension if you have at least five Vesting Service Years with this Plan. You should notify the Fund Office and apply for a Disability Pension. For more information about the Disability Pension, see page 24. If you are eligible for a Normal or Early Retirement Pension at the time of your disability, you will receive that benefit rather than the Disability Pension.

If You Become Disabled:

- Notify the Fund Office.
- You may be eligible to receive Weekly Disability Benefits (call 708.937.0327).
- If you are eligible, apply for a Disability Pension.
- After 26 weeks, apply for Social Security disability benefits.

IF YOU WORK OUT OF THE AREA

If you leave the geographic area covered by this Fund (Home Fund) and work as an operating engineer in an area covered by another Fund (Away Fund), you may be able to have your contributions transferred to your Home Fund if the Away Fund has a reciprocity agreement with your Home Fund. See page 34 for an explanation of reciprocity and what you need to do to get this benefit.

If You Plan on Working Out of the Area (before you leave the area):

- Call the Fund Office.
- Complete and submit the Transfer Authorization Form.
- Contact the Accounts Receivable Department at 708.579.6620.

IF YOU LEAVE COVERED EMPLOYMENT

Once you are vested in the Plan, you have a non-forfeitable right to your accrued pension benefit based on your Vesting Service Years and when they were earned. You are 100% vested if you have earned seven Vesting Service Years and are partially vested (20%) after three Vesting Service Years. If you are partially vested and return to Covered Employment, you are eligible to participate in the Plan immediately.

If your employment is interrupted before you are partially vested, and you have five Plan Years without at least 500 Hours of Service in a Plan Year for which employer contributions are required, you may lose any service you have accumulated. If you later return to Covered Employment, you must satisfy the initial requirement for eligibility to participate in the Plan. See page 2 for more information on Breaks in Service.

You may avoid a potential Break in Service due to:

- Family and Medical Leave time or Maternity/Paternity Absence (see page 6);
- Military service (see page 6)

IF YOU RETURN TO WORK AFTER PENSION BENEFITS BEGIN

If you have already started to receive your pension benefits and you return to work in the same or related business as any contributing employer (Disqualifying Employment, as described on page 36) your benefits may be suspended for the period you are working.

You are required to report to the Fund Office, in writing within 30 days, any Disqualifying Employment you undertake. If you work in Disqualifying Employment prior to Normal Retirement Age, your pension benefits will be suspended for the month or months in which you worked, regardless of the number of hours you worked. If you receive payments while you are working in Disqualifying Employment, the Plan has the right to recover the overpayment for all months in which you worked in Disqualifying Employment.

Once you reach Normal Retirement Age, you may perform up to 40 hours of Disqualifying Employment per month without a suspension of benefits.

If you return to work after you begin receiving pension benefits, you must notify the Retirement Services Group.

IF YOUR SPOUSE OR BENEFICIARY DIES

If your spouse or beneficiary dies, notify the Fund Office as soon as possible after the death to change your beneficiary designation. In addition, your spouse or beneficiary's death may also trigger a "pop-up" if you chose a "pop-up" form of payment at the time you retired.

IF YOU DIE

Upon your death, certain survivor benefits may apply. See page 20 for more information. Be sure your family knows that they need to contact the Fund Office as soon as possible. Your spouse or beneficiary needs to provide a death certificate and apply for benefits.

IF YOU TAKE A FAMILY OR MEDICAL LEAVE OR A MATERNITY/PATERNITY ABSENCE

Not all employers are subject to the Family Medical Leave Act (FMLA) and you must meet the eligibility requirements as well. Contact your employer first to make sure that your employer is subject to FMLA and that you qualify. Then have your employer contact the Fund Office.

If you take a Maternity/Paternity leave of absence or FMLA, you will be credited with a maximum of 501 Hours of Service (8 hours per day or 40 hours per week) to avoid a Break in Service; however, these hours will not count toward Vesting Service Years.

IF YOU TAKE A MILITARY LEAVE OF ABSENCE

If you leave active employment to enter military service, you will not incur a Break in Service. You may also continue to accrue benefits during your period of qualified military service and receive hours toward Years of Service and Vesting Service Years. The benefit accrual will be based on the average Employer Contribution rate and the average hours worked in the five years preceding your military service. The average Employer Contribution rate shall be determined by averaging the Employer Contribution rate for the Plan Year prior to your deployment, based on the total contributions divided by the total hours of work during that period. This rate will be rounded up to the nearest Employer rate in effect during the Plan Year prior to your deployment. You must make yourself available for Covered Employment within 90 days after your release from active duty, discharge, separation or recovery from a disability incurred before your release from active duty and continuing after your release. These hours will count toward years of service, Vesting Service Years, and benefit accruals.

If Your Spouse Or Beneficiary Dies:

- Notify the Fund Office.
- Review and/or update your beneficiary designations in your My150 account (www.My150.com).

In Case You Die:

- Your spouse or beneficiary should contact the Fund Office.

Before and After Taking Any Leave of Absence:

- Notify your employer.
- Notify the Fund Office.

If You Are Taking a Military Leave:

- Notify your employer.
- Notify the Fund Office.

TYPES OF PENSIONS

The Plan provides various types of pensions, depending on your service and age at retirement. This section discusses each type of benefit available under the Plan, the eligibility requirements for that benefit, how the benefit is calculated and when the benefit is paid. See the **Applying for Benefits** section on page 27 for more information.

YOUR NORMAL RETIREMENT PENSION

You become eligible for a Normal Retirement Pension when you meet certain service and age requirements. Assuming you retire from Covered Employment, you can receive benefits as explained in this section.

Your Normal Retirement Date is the first day of the month coincident with or immediately following your Normal Retirement Age.

Your monthly pension benefit is payable to you for life. In some situations, part of it can continue to your spouse or other beneficiary. **If you are single when you retire,** your normal form of benefit is the 5 Year Certain and Life Annuity. **If you are married,** the normal form of pension benefit is a Qualified Joint and 50% Survivor Annuity (QJSA). Other forms of benefit are also available. See the **Benefit Payment Options** section beginning on page 13 for complete information about benefit options.

ELIGIBILITY

If you are working in Covered Employment, you are eligible for a Normal Retirement Pension once you reach your Normal Retirement Age. You reach your Normal Retirement Age when you meet the earlier of the following two requirements:

1. You have at least 10 Vesting Service Years and the attainment of a specified age in accordance with the following:
   - If you have at least one Hour of Service in Covered Employment prior to April 1, 2014, your 60th birthday;
   - If you first work one Hour of Service in Covered Employment on or after April 1, 2014 and prior to April 1, 2015, your 61st birthday;
   - If you first work one Hour of Service in Covered Employment on or after April 1, 2015 and prior to April 1, 2016, your 62nd birthday;

- If you first work one Hour of Service in Covered Employment on or after April 1, 2016 and prior to April 1, 2017, your 63rd birthday;
- If you first work one Hour of Service in Covered Employment on or after April 1, 2017 and prior to April 1, 2018, your 64th birthday;
- If you first work one Hour of Service in Covered Employment on or after April 1, 2018, your 65th birthday; or

2. The later of (1) your 65th birthday and (2) the date you have five years of participation in the Plan.

If you suffer a Permanent Break in Service, your participation prior to the break will not be included for purposes of determining your 5th anniversary of participation (see page 2 for more information).

If you continue working in Covered Employment after your Normal Retirement Age, you continue to accrue additional benefits under the Plan. However, if you retire, start receiving pension benefits and work in Disqualifying Employment, your pension benefits will be suspended (see page 30 for more information).

You are a participant in the Plan for every Plan Year in which:

- Contributions are required to be made to the Fund on your behalf, or
- You are at least partially vested, and
- You do not have a One-Year Break in Service.

BENEFIT AMOUNT

Your Normal Retirement Pension is your monthly benefit payable at Normal Retirement Age. This amount may be adjusted based on early retirement and the form of benefit you choose.

If you retire or terminate Covered Employment on or after April 1, 2000 and you worked at least 500 hours in Covered Employment during any Plan Year beginning April 1, 1998 or April 1, 1999, the Plan determines your monthly Normal Retirement Pension by adding the following amounts and multiplying the sum by your Vested Status:

- 3.6% of all employer contributions required to be made on your behalf before April 1, 2006; PLUS
- 3.0% of all employer contributions required to be made on your behalf from April 1, 2006 through December 31, 2008; PLUS
- 2.0% of all employer contributions required to be made on your behalf from January 1, 2009 through September 30, 2009; PLUS
- 1.5% of all employer contributions, excluding Supplemental Contributions, required to be made on your behalf from October 1, 2009 through September 30, 2013; PLUS
- 1.0% of all Employer Contributions, excluding Supplemental Contributions, required to be made on your behalf from October 1, 2013 through March 31, 2020; PLUS
- 1.0% of all Employer Contributions made on your behalf on or after April 1, 2020.

Refer to the **Supplemental Contributions** section on page 10 for more information.

Example 1

Assume that you retire on April 1, 2023 when you are age 60, have 25 Vesting Service Years (100% vested). Employer contributions made on your behalf prior to April 1, 2006 were $66,000, from April 1, 2006 through December 31, 2008 were $16,500, from January 1, 2009 through September 30, 2009 were $4,500, from October 1, 2009 through September 30, 2013 were $18,000 (excluding Supplemental Contributions), from October 1, 2013 through March 31, 2020 were $45,000 (excluding Supplemental Contributions), and from April 1, 2020 to March 31, 2023 was $20,000. Your monthly Normal Retirement Pension would be calculated as follows:

Employer contributions prior to April 1, 2006:		$66,000	x	3.6%	=	$2,376
Plus	Employer contributions from April 1, 2006 - December 31, 2008:	$16,500	x	3.0%	=	$495
Plus	Employer contributions from January 1, 2009 - September 30, 2009:	$4,500	x	2.0%	=	$90
Plus	Employer contributions from October 1, 2009 – September 30, 2013:	$18,000	x	1.5%	=	$270
Plus	Employer contributions from October 1, 2013 – March 31, 2020:	$45,000	x	1.0%	=	$450
Plus	Employer contributions from April 1, 2020 - March 31, 2023:	$20,000	x	1.0%	=	$200
Equals						$3,881
Times Your Vested Percentage					x	100%
Monthly Normal Retirement Pension						**$3,881**

In this example, your Normal Retirement Pension is $3,881 a month—or $46,572 a year under the 5 Year Certain and Life Annuity.

This monthly benefit will be paid under the normal form of payment for a single participant (i.e., 5 Year Certain and Life Annuity). If you choose any other form of benefit, your monthly benefit will be adjusted. See **Benefit Payment Options** on page 13 for more information.

Example 2

Assume that you retire on April 1, 2014 when you are age 65 and have four Vesting Service Years (40% vested). Employer contributions made on your behalf from April 1, 2007 through December 31, 2008 were $10,500, from January 1, 2009 through September 30, 2009 were $4,500, from October 1, 2009 through September 30, 2013 (excluding Supplemental Contributions) were $18,000, and from October 1, 2013 through March 31, 2020 (excluding Supplemental Contributions) were $4,500 (excluding Supplemental Contributions). Your monthly Normal Retirement Pension would be calculated as follows:

Employer contributions from April 1, 2007- December 31, 2008:		$10,500	x	3.0%	=	$315
Plus	Employer contributions from January 1, 2009 - September 30, 2009:	$4,500	x	2.0%	=	$90
Plus	Employer contributions from October 1, 2009 – September 30, 2013:	$18,000	x	1.5%	=	$270
Plus	Employer contributions from October 1, 2013 – March 31, 2020:	$4,500	x	1.0%	=	$45
Equals						$720
Times	Your Vested Percentage				x	40%
Monthly Normal Retirement Pension						**$288**

In this example, your Normal Retirement Pension is $288 a month—or $3,456 a year under the 5 Year Certain and Life Annuity.

Remember, the monthly benefit you receive may be adjusted for the benefit option you elect. See **Benefit Payment Options** on page 13 for more information.

Please note: The Plan will calculate your Normal Retirement Pension differently depending on when you leave Covered Employment.

SUPPLEMENTAL CONTRIBUTIONS

A portion of your employer's hourly contributions paid on your behalf for work done from October 2009 through March 2020 was allocated to the Fund as hourly "Supplemental Contributions." Supplemental Contributions do not apply toward the calculation of your benefit, but rather to help strengthen the Fund as stipulated under the Funding Improvement Plan. The amount of hourly Supplemental Contributions was:

Hourly Supplemental Contribution amount (Limited to 50% of the total hourly Employer Contribution rate)**:**	**For hourly contributions made on your behalf from:**
$1.00	October 1, 2009 through September 30, 2010
$2.00	October 1, 2010 through September 30, 2011
$2.50	October 1, 2011 through October 31, 2012
$3.50	November 1, 2012 through September 30, 2013

For example, the chart above shows $3.50 hourly Supplemental Contributions effective November 1, 2012. However, if your employer contributes $5.00 per hour on your behalf on that date, your Supplemental Contributions will be limited to $2.50 (50% of $5.00) per hour, with the remaining $2.50 hourly employer contribution being used to determine your final monthly pension benefit when you retire.

The hourly Supplemental Contributions varied if your employer elected the Preferred Schedule under the Funding Improvement Plan. Under the Preferred Schedule, the amount of hourly Supplemental Contributions were as follows:

A. If the Preferred Schedule increased your hourly contribution rate by at least the lesser of $0.50 per hour or 10% of the current rate (i.e., the rate at the time the Employer ratified the Funding Improvement Plan) and your employer's current rate was at least $8.50 per hour, then the amount deemed supplemental was:

Hourly Supplemental Contribution amount:	**For hourly contributions made on your behalf from:**
$4.00	October 1, 2013 through September 30, 2014
$4.50	October 1, 2014 through September 30, 2015
$5.00	October 1, 2015 through September 30, 2016
$5.50	October 1, 2016 through September 30, 2017
$6.00	October 1, 2017 through September 30, 2018
$6.50	October 1, 2018 through March 31, 2020

B. If the Preferred Schedule increased your hourly contribution rate by at least the lesser of $0.50 per hour or 10% of the current rate and your employer's current rate was at least $5.00 per hour but less than $8.50 per hour, then the amount deemed supplemental was:

Hourly Supplemental Contribution amount:	For hourly contributions made on your behalf from:
50% of total employer contribution	October 1, 2013 through September 30, 2014
50% of total employer contribution	October 1, 2014 through September 30, 2015
50% of total employer contribution	October 1, 2015 through September 30, 2016
50% of total employer contribution as of September 30, 2016 plus $0.50	October 1, 2016 through September 30, 2017
50% of total employer contribution as of September 30, 2016 plus $1.00	October 1, 2017 through September 30, 2018
50% of total employer contribution as of September 30, 2016 plus $1.50	October 1, 2018 through March 31, 2020

C. If the Preferred Schedule increased your hourly contribution rate by at least the lesser of $0.50 per hour or 10% of the current rate and your employer's current rate was less than $5.00 per hour, then the amount deemed supplemental was:

Hourly Supplemental Contribution amount:	For hourly contributions made on your behalf from:
50% of total employer contribution	October 1, 2013 through September 30, 2014
50% of total employer contribution	October 1, 2014 through September 30, 2015
50% of total employer contribution	October 1, 2015 through September 30, 2016
50% of total employer contribution as of September 30, 2016 plus 10% of the current rate	October 1, 2016 through September 30, 2017
50% of total employer contribution as of September 30, 2016 plus 20% of the current rate	October 1, 2017 through September 30, 2018
50% of total employer contribution as of September 30, 2016 plus 30% of the current rate	October 1, 2018 through March 31, 2020

YOUR EARLY RETIREMENT PENSION

You can retire before reaching Normal Retirement Age if you meet certain service requirements.

ELIGIBILITY

You are eligible for an early retirement benefit if you:

1. Have 10 Vesting Service Years,
2. Are 100% vested in this Plan, and
3. Have attained a specific age in accordance with the following:
   - If you have at least one Hour of Service in Covered Employment prior to April 1, 2014, attainment of your 55th birthday;
   - If you first work one Hour of Service in Covered Employment on or after April 1, 2014 and prior to April 1, 2015, attainment of your 56th birthday;
   - If you first work one Hour of Service in Covered Employment on or after April 1, 2015 and prior to April 1, 2016, attainment of your 57th birthday;
   - If you first work one Hour of Service in Covered Employment on or after April 1, 2016 and prior to April 1, 2017, attainment of your 58th birthday;
   - If you first work one Hour of Service in Covered Employment on or after April 1, 2017 and prior to April 1, 2018, attainment of your 59th birthday;
   - If you first work one Hour of Service in Covered Employment on or after April 1, 2018, attainment of your 60th birthday.

BENEFIT AMOUNT

Your Early Retirement Pension is first calculated in the same way as your Normal Retirement Pension. The monthly benefit amount is then reduced to reflect the fact that payments begin earlier and are, therefore, made over a longer period of time. The reduction is at a rate of 1/4 of 1% (.0025) for each month you are younger than your Normal Retirement Age on the date your first pension payment begins.

EARLY RETIREMENT REDUCTION

The following table shows the effect of the Early Retirement Pension reduction on your monthly Normal Retirement Pension.

Early Retirement Benefit Reduction Factors

The Table below is for a Participant with a Normal Retirement Age (NRA) of Age 60 and an Earliest Early Retirement Age (EERA) of Age 55. This Table will remain the same for NRAs/EERAs age combinations of 61/56, 62/57, 63/58, 64/59 and 65/60.

Age in Years	Completed Months											
	0	1	2	3	4	5	6	7	8	9	10	11
60	1.00											
59	.9700	.9725	.9750	.9775	.9800	.9825	.9850	.9875	.9900	.9925	.9950	.9975
58	.9400	.9425	.9450	.9475	.9500	.9525	.9550	.9575	.9600	.9625	.9650	.9675
57	.9100	.9125	.9150	.9175	.9200	.9225	.9250	.9275	.9300	.9325	.9350	.9375
56	.8800	.8825	.8850	.8875	.8900	.8925	.8950	.8975	.9000	.9025	.9050	.9075
55	.8500	.8525	.8550	.8575	.8600	.8625	.8650	.8675	.8700	.8725	.8750	.8775

An Example

To see the impact of retiring early, let's assume your first Hour of Service in Covered Employment was in August 2015; therefore, your Normal Retirement Age would be age 62. However, you decide to retire at age 58 and 6 months under a 5 Year Certain and Life Annuity form of payment with an accrued benefit of $4,000. So your monthly Early Retirement Pension is calculated using the factor .8950 as follows: 24 months). Your Early Retirement Pension would be calculated as follows:

	Monthly Normal Retirement Pension	$4,000
Multiply	Reduction for early retirement	x .8950
Equals	**Monthly Early Retirement Pension**	**$3,580**

So, your Early Retirement Pension is $3,580 a month for life instead of the $4,000 at your Normal Retirement Age. This monthly benefit may be further adjusted depending on the benefit option you choose. See the **Benefit Payment Options** section below for more information.

YOUR VESTED PENSION

If you terminated Covered Employment after attaining partial vested status, you may be eligible to receive a Vested Pension. Since different Vesting Service Years were required to be considered vested at different times in the Plan's existence, you should contact the Fund Office for more information regarding your eligibility for a Vested Pension.

BENEFIT PAYMENT OPTIONS

To provide you with flexibility in meeting your financial needs in retirement, several benefit options are available to you under this Plan. Your choices depend on whether or not you are married at the time benefits start.

If you are single when you retire, your normal form of benefit is the 5 Year Certain and Life Annuity. Alternatively, you may choose the 10 Year Certain and Life Annuity or the Accelerated Level Income Option.

If you are married when you retire, your normal form of benefit is the Qualified Joint and 50% Survivor Annuity (QJSA). Alternatively, you may choose one of the following optional forms if your spouse provides written consent to the election and which must be witnessed by a Plan representative or notary public:

- 5 Year Certain and Life Annuity,
- 10 Year Certain and Life Annuity,
- Joint and 75% Survivor Option,
- Joint and 100% Survivor Option,
- Joint and 50% Survivor Option with Pop-Up,
- Joint and 75% Survivor Option with Pop-Up,
- Joint and 100% Survivor Option with Pop-Up, or
- Accelerated Level Income Option.

You can elect a form of benefit up to 180 days before your pension benefits are scheduled to start. If you make your election less than 30 days prior to your scheduled start date, you must complete the 30-day Waiver Form and your first pension check may be delayed. If elections are made outside of the 180 days, the election is null and void.

Depending on the benefit option you choose, your benefit could be adjusted to provide benefits for your spouse or a beneficiary if you should die. The 5 Year Certain and Life Annuity does not require an adjustment. In general, all other forms of benefit will require an adjustment. However, if you are married, the Qualified Joint and 50% Survivor Annuity may not be adjusted, depending on when contributions were required to be made on your behalf.

Benefits calculated based on employer contributions made:

- **Before April 1, 1985**, are payable as an unreduced Qualified Joint and 50% Survivor Annuity. An adjustment will be made if benefits are paid in any other type of Joint and Survivor Option.
- **On and after April 1, 1985,** are payable as a reduced Qualified Joint and 50% Survivor Annuity. An adjustment will also be made if benefits are paid in any other Joint and Survivor Option.

SMALL DISTRIBUTIONS

Please note: Effective for distributions made on or after January 1, 2020, if the actuarial present value of your benefit is:

- **$5,000 or less,** it will automatically be paid as a single lump sum payment.
- **More than $5,000 but does not exceed $25,000 (only if you have reached your Required Beginning Date),** you will have the option to have your benefit paid as a lump sum payment.

The following information describes the benefit payment options.

5 YEAR CERTAIN AND LIFE ANNUITY (NORMAL FORM OF BENEFIT IF YOU ARE SINGLE)

Although this option is automatic for single participants, it can be elected by a married participant with the proper spousal consent. Under the 5 Year Certain and Life Annuity, you will receive a monthly benefit for your lifetime, with the additional guarantee that at least five years of monthly payments (60 monthly payments) will be made.

If you are married and elect this benefit payment option, spousal consent is required. In addition, if you elect a beneficiary other than your spouse, spousal consent is required. The consent must be witnessed by a Plan representative or notary public.

If you die before 60 monthly payments are made, your beneficiary will receive the remainder of the payments. These payments will be paid as a one-time, lump sum payment. If your beneficiary is your spouse, your beneficiary can elect to roll over the lump sum payment into an IRA or other qualified retirement plan. If you have a non-spouse beneficiary, your beneficiary can only elect to roll over the lump sum payment to an Inherited IRA.

Qualified retirement plans into which a rollover is permitted include:

1. An individual account described in Section 408(a) of the Internal Revenue Code (the "Code") or an individual retirement annuity described in Section 408(b) of the Code (collectively "IRA"),
2. An annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code,
3. An annuity contract described in Section 403(b) of the Code,
4. An eligible plan under Section 457(b) of the Code, which is maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan that accept the distributee's eligible rollover distribution,
5. A Roth IRA described in Code Section 408A, and
6. An Inherited IRA under IRC 408(d)(3).

This definition of a qualified retirement plan also applies for distributions to a surviving spouse or to a spouse or former spouse who is an alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code.

10 YEAR CERTAIN AND LIFE ANNUITY

Regardless of your marital status, you may choose this benefit payment option. Under this benefit payment option, you will receive a reduced monthly benefit for your lifetime, and a guarantee that at least 10 years of monthly payments (120 monthly payments) will be made. Your monthly benefit is reduced to reflect the longer guarantee period.

If you are married and elect this benefit payment option, spousal consent is required. In addition, if you elect a beneficiary other than your spouse, spousal consent is required. The consent must be witnessed by a Plan representative or notary public.

If you die before 120 monthly payments are made, your beneficiary will receive the remainder of the payments. These payments will be paid as a one-time, lump sum payment. If your beneficiary is your spouse, your beneficiary can elect to roll over the lump sum payment into an IRA or other qualified retirement plan. If you have a non-spouse beneficiary, your beneficiary can only elect to roll over the lump sum payment to an Inherited IRA.

QUALIFIED JOINT AND 50% SURVIVOR ANNUITY (QJSA) (NORMAL FORM OF BENEFIT IF YOU ARE MARRIED)

If you are married, your benefits are automatically paid under this form. However, you may elect another form of payment with the proper spousal consent. Under this benefit payment option, you will receive an adjusted monthly benefit for your lifetime based on your age and your spouse's age at the time you retire. Your surviving spouse is guaranteed 50% of your adjusted monthly benefit for his or her lifetime after your death. Note that this benefit may or may not be adjusted, depending on when contributions were required to be made on your behalf.

If you are married and you wish to elect a form of benefit payment other than the Qualified Joint and 50% Survivor Annuity, you must submit a waiver in writing. In addition, your spouse must also consent to the optional form of benefit payment requested. Remember that your spouse is automatically your beneficiary and your spouse must consent in writing to your election of another person as your beneficiary. The waiver and your spouse's consent to your election of an optional form of benefit payment or your election of another person as your beneficiary must be witnessed by a Plan representative or notary public. If you provide, to the satisfaction of the Plan representative, through an affidavit and witnessed by a notary public, that written consent may not be obtained because there is no spouse or your spouse cannot be located, the waiver will be considered a qualified election. Any consent necessary under this provision will be valid only with respect to the spouse who signs the consent, or for a qualified election, the designated spouse. Additionally, a revocation of a previous waiver may be made without your spouse's consent at any time before the benefits begin. There is no limit to the number of revocations. Any new election must comply with these requirements. A former spouse's waiver does not apply to a new spouse.

JOINT AND 75% SURVIVOR OPTION

If you are married and you elect this benefit payment option, you will receive an adjusted monthly benefit for your lifetime based on your age and your spouse's age at the time you retire. Your surviving spouse is guaranteed 75% of your adjusted monthly benefit for his or her lifetime after your death.

The monthly benefit you receive under this option is less than your benefit under a Qualified Joint and 50% Survivor Annuity because of the larger benefit your spouse is provided with after your death.

If you elect this benefit payment option, spousal consent is required. The consent must be witnessed by a Plan representative or notary public.

JOINT AND 100% SURVIVOR OPTION

If you are married and you elect this benefit payment option, you will receive an adjusted monthly benefit for your lifetime based on your age and your spouse's age at the time you retire. Your surviving spouse is guaranteed 100% of your adjusted monthly benefit for his or her lifetime after your death.

The monthly benefit you receive under this option is less than your benefit under a Qualified Joint and 50% Survivor Annuity because of the larger benefit your spouse is provided with after your death.

If you elect this benefit payment option, spousal consent is required. The consent must be witnessed by a Plan representative or notary public.

JOINT AND 50% SURVIVOR OPTION WITH POP-UP

If you are married and elect this benefit payment option, you will receive an adjusted monthly benefit for your lifetime based on your age and your spouse's age at the time you retire. Your surviving spouse is guaranteed 50% of your adjusted monthly benefit for his or her lifetime after your death. With the "Pop-Up" feature, however, if your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the Joint and 50% Survivor Option with Pop-Up feature and you will receive that higher amount for the rest of your lifetime.

The monthly benefit you receive under this option is less than your benefit under a Qualified Joint and 50% Survivor Annuity because of the "Pop-Up" feature, which provides you with a larger benefit if your spouse dies first.

If you elect this benefit payment option, spousal consent is required. The consent must be witnessed by a Plan representative or notary public.

JOINT AND 75% SURVIVOR OPTION WITH POP-UP

If you are married and elect this benefit payment option, you will receive an adjusted monthly benefit for your lifetime based on your age and your spouse's age at the time you retire. Your surviving spouse is guaranteed 75% of your adjusted monthly benefit for his or her lifetime after your death. If, however, your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the Joint and 75% Survivor Option with Pop-Up feature and you will receive that higher amount for the rest of your lifetime.

The monthly benefit you receive under this option is less than your benefit under a Joint and 75% Survivor Option because of the "Pop-Up" feature, which provides you with a larger benefit if your spouse dies first.

If you elect this benefit payment option, spousal consent is required. The consent must be witnessed by a Plan representative or notary public.

JOINT AND 100% SURVIVOR OPTION WITH POP-UP

If you are married and elect this benefit payment option, you will receive an adjusted monthly benefit for your lifetime based on your age and your spouse's age at the time you retire. Your surviving spouse is guaranteed 100% of your adjusted monthly benefit for his or her lifetime after your death. If, however, your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the Joint and 100% Survivor Option with Pop-Up feature and you will receive that higher amount for the rest of your lifetime.

The monthly benefit you receive under this option is less than your benefit under a Joint and 100% Survivor Option because of the "Pop-Up" feature which provides you with a larger benefit if your spouse dies first.

If you elect this benefit payment option, spousal consent is required. The consent must be witnessed by a Plan representative or notary public.

An Example

Assume you are age 60 and eligible to receive a Normal Retirement Pension. If you are single, you may elect to receive your $1,000.00 monthly benefit under the 5 Year Certain and Life Annuity or you may elect to receive a $962.70 monthly benefit under the 10 Year Certain and Life Annuity. The actuarial adjustment to your $1,000.00 monthly benefit under the 10 Year Certain and Life Annuity takes into account the additional five years of guaranteed payments.

If you are married, you may elect to receive your $1,000.00 monthly benefit payable under the 5 Year Certain and Life Annuity or you may elect to receive a $962.70 monthly benefit payable under the 10 Year Certain and Life Annuity. However, your spouse must provide written consent to this or any other benefit option except the Qualified Joint and 50% Survivor Annuity. The consent must be witnessed by a Plan representative or a notary public.

As an alternative, you may elect to receive a monthly benefit in any one of the Joint and Survivor benefit options shown below. The monthly benefit amounts shown are determined assuming you and your spouse are both age 60 and that your monthly Normal Retirement Pension is $1,000.00.

The following table illustrates what happens if you have a $1,000.00* monthly Normal Retirement Benefit for different benefit options.

** No benefit was accrued prior to April 1, 1985.*

Monthly Benefits

	Qualified Joint & 50% Survivor	*Joint & 50% with Pop-Up***	*Joint & 75% Survivor***	*Joint & 75% with Pop-Up***	*Joint & 100% Survivor***	*Joint & 100% with Pop-Up***
Adjusted Amount Payable to You	$914.10	$ 906.30	$870.90	$ 859.90	$831.70	$818.00
In the Event of Your Death, Amount Payable to Your Spouse	$457.05	$ 453.15	$653.18	$644.93	$831.70	$ 818.00
In the Event of Your Spouse's Death, Amount Payable to You	$914.10	$ 1,000.00	$870.90	$ 1,000.00	$831.70	$1,000.00

***Spousal consent is required. The consent must be witnessed by a Plan representative or a notary public.*

ACCELERATED LEVEL INCOME OPTION

The Accelerated Level Income Option is available to participants who are eligible for an Early or Normal Retirement Pension and retire before their full Social Security Normal Retirement Age. You select this option in addition to your form of payment (e.g., 5 Year Certain and Life or Qualified Joint and 50% Survivor Annuity). The Accelerated Level Income Option increases your monthly benefit from the Midwest Operating Engineers Pension Plan until you reach your Social Security Normal Retirement age, at which time your monthly pension benefit from the Midwest Operating Engineers Pension Plan will decrease as your Social Security benefit is expected to begin, keeping your total monthly retirement benefit level.

You may only elect this option before your pension benefits begin and only if your benefit is payable continuously during your lifetime. You may not elect this option if it would reduce your monthly pension benefit to less than $100 per month.

The Trustees will rely on reports from the Social Security Administration obtained within one year before your retirement in calculating your pension benefit amount. Once your payments under the Accelerated Level Income Option begin, there will be no changes to the amount of the monthly benefits paid by the Plan, regardless of the amount paid by Social Security or the date that Social Security benefits begin.

Year of Birth	Full Social Security Retirement Age
1937 or earlier	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

An Example

Let's assume Roy is retiring at age 55 and would like to elect the 5 Year Certain and Life Annuity and the Accelerated Level Income Option. Under the 5 Year Certain and Life Annuity, his Midwest Operating Engineers Pension Plan benefit is $3,000 a month. According to the government schedule, Roy's "full Social Security Normal Retirement Age" is 67 at which time his "full Social Security benefit" will be $1,800 a month. Therefore, the Plan will use age 67 as the age when his benefit will change from the high to the low amount. When Roy retires at age 60, he would receive an additional approximate benefit of $828 ($1,800 x .4602*) per month — or a total of $3,828 ($3,000 + $828) — from the Midwest Operating Engineers Pension Plan until he reaches age 67. At that time, Roy's Midwest Operating Engineers Pension Plan benefit will be reduced to $2,028 ($3,828 - $1,800) a month which, when added to his monthly Social Security benefit of $1,800, will maintain his monthly retirement benefit level at $3,828.

Monthly Benefits

	Roy's Monthly Benefits Before Age 67	Roy's Monthly Benefits After Age 67
Midwest Operating Engineers pension with Accelerated Level Income Option	$3,828	$2,028
Social Security benefit	$0	$1,800
Total monthly benefit	**$3,828**	**$3,828**

Because Roy selected the 5 Year Certain and Life Annuity with the accelerated (level) income option, he is guaranteed that a minimum of five years of monthly payments (60 payments) will be made.

** The factor was obtained from the Level Income Option Adjustment Factors for 5-Year Certain & Life Benefit Table. Please note that the factor of 0.4602 used in the example above is based on the participant's age and the Plan's definition of actuarial equivalence in the Plan Year ending March 31, 2023. For actual retirement, the factor will depend on the PPA segmented rates and the Unisex Mortality Table applicable for the Plan Year in which the participant retires.*

IMPORTANT NOTES FOR MARRIED PARTICIPANTS

As a married participant, certain restrictions apply when you elect one of the joint and survivor options.

The only individual eligible to receive survivor benefits is your spouse who is married to you on the date your benefits begin whether or not this spouse is still married to you on the date you die. If this spouse dies (even if you later remarry), no survivor benefits under the joint and survivor pension are payable.

Once an eligible spouse begins to receive survivor benefits, benefits continue for his or her lifetime, even in the event of remarriage.

Note that for Plan purposes, effective June 26, 2013, the term spouse as used throughout this Summary Plan Description means any individual to whom you are lawfully married under any state or foreign law or the law of a jurisdiction, including individuals married to a person of the same sex who are legally married. This definition does not include domestic partners or individuals in civil unions.

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

If you are divorced, the court may issue a "Qualified Domestic Relations Order" (QDRO) instructing the Trustees to pay all or part of your benefit to an alternate payee (your spouse, former spouse, child or dependent) either currently or at some time in the future. The order may also affect your former spouse's right to a survivor benefit. The Trustees are required by law to recognize and comply with QDROs. If you need a copy of the QDRO procedures, please contact the Fund Office. It will be provided free of charge please contact the Retirement Services Group. It will be provided free of charge. **Note: If you do not use the model Orders provided by the Retirement Services Group, you and/or the Alternate Payee will be assessed additional fees before processing and segregating benefits**.

SURVIVOR BENEFITS

In certain situations, the Plan pays benefits to your survivors. These benefits are explained in this section.

IF YOU DIE BEFORE YOU RETIRE

If you have at least three Vesting Service Years and die before you retire, your spouse, beneficiary, other family members or estate will receive a Pre-Retirement Death Benefit.

IF YOU ARE SINGLE

If you are single and die before you retire, benefits are paid to:

- Your designated beneficiary, or if none;
- To your natural or legally adopted children in equal shares, or if none;
- To your parents in equal shares, or if none;
- To your natural or legally adopted siblings in equal shares, or if none;
- To your estate.

Your beneficiary's benefit upon your death is determined based on your accrued pension benefit and whether you were eligible to retire when you died.

If you die before you were eligible to retire: Your beneficiary will receive a lump sum equal to the greater of: (1) the actuarial present value of the 120 guaranteed payments under the 10 Year Certain and Life form of payment calculated as if you had retired the month following your death including adjustments for Vested Status, early commencement (including a reduction to account for the benefit being paid before retirement eligibility and form of payment or (2) the amount of employer contributions paid on your behalf.

If you die after you were eligible to retire: Your beneficiary will receive a lump sum equal to the greater of (1) the actuarial present value of the 120 guaranteed payments under the 10 Year Certain and Life form of payment

Terms to Know

Your "accrued pension benefit" is the monthly benefit payable on your Normal Retirement Date based on your years of service, employer contributions and benefits in effect at the time you left Covered Employment.

calculated as if you had retired the month following your death including adjustments for Vested Status, early/late commencement and form of payment or (2) the amount of employer contributions paid on your behalf.

An Example - Not Eligible to Retire

To see an example of the calculation of the pre-retirement benefit, let's assume that you passed away July 25, 2022, which happened to be your 50th birthday. You would have received $4,000 per month under the 10 Year Certain and Life Benefit at your earliest eligible retirement date of 55 and $250,000 in employer contributions were paid on your behalf.

Greater of (1) or (2):

(1) Actuarial Present Value of 10 Year Certain Benefit	$347,292.80
(2) Employer Contributions Paid on Your Behalf	$250,000.00
Beneficiary Lump Sum (greater of (1) or (2))	**$347,292.80**

So, your beneficiary would receive the larger lump sum equal to the present value of your 10-Year Certain benefit.

Note that the interest rates used for actuarial equivalence are updated every Plan Year.

An Example - Eligible to Retire

To see an example of the calculation of the pre-retirement benefit, let's assume that you passed away July 25, 2022, which happened to be your 65th birthday. You would have received $400 per month under a partially vested 10 Year Certain and Life Benefit at age 65 and $100,000 in employer contributions were paid on your behalf.

Greater of (1) or (2):

(1) Actuarial Present Value of 10 Year Certain Benefit	$41,726.04
(2) Employer Contributions Paid on Your Behalf	$100,000.00
Beneficiary Lump Sum (greater of (1) or (2))	**$100,000.00**

So, your beneficiary would receive the larger lump sum equal to the employer contributions made on your behalf.

ROLLOVERS FOR LUMP SUM PAYMENTS

Your beneficiary may choose to receive a lump sum benefit instead of monthly payments. He or she may roll over all or part of the lump sum to an Inherited IRA (see page 14 for more details). If he or she does not choose to roll over the lump sum payment directly, federal law requires the Plan to withhold 20% of the total amount as federal income tax withholding. If your beneficiary rolls over the total lump sum payment yourself within the 60-day rollover period, you must use other monies to replace the 20% the Plan withheld for federal income tax withholding. Otherwise, the 20% withheld by the Plan must be included in your income for the year.

IF YOU ARE MARRIED

If you are married, your spouse's benefit upon your death is determined based on your accrued pension benefit and whether you were eligible to retire when you died.

- **If you die before you were eligible to retire:** Your spouse will receive a benefit for the remainder of his or her lifetime equal to the benefit you would have received under a Joint and 100% Survivor form of payment. Payments begin as of your earliest retirement date. Your spouse will also be provided with an option of a lump sum equal to the greater of (1) the present value of the annuity described above discounted for early commencement and (2) the amount of employer contributions paid on your behalf. Your spouse will also have an option of an annuity starting the month following your death. This annuity is calculated to be actuarially equivalent to 50% of the lump sum described above. Note that lump sum distributions can be rolled over in part or whole to a qualified retirement plan.
- **If you die after you were eligible to retire:** Your spouse will receive a benefit for the remainder of his or her lifetime equal to the benefit you would have received under a Joint and 100% Survivor form of payment. Payments begin the first of the month following your date of death. Otherwise, your spouse may elect a lump sum equal to the greater of (1) the present value of the annuity described above and (2) the amount of employer contributions paid on your behalf. Note that lump sum distributions can be rolled over in part or whole to a qualified retirement plan.

An Example - Eligible to Retire

To see an example of the pre-retirement options available for your spouse, let's assume that you passed away July 25, 2022, which happened to be your 56th birthday and your spouse's 55th birthday. You would have received $3,500 per month under the Joint and 100% Survivor form as of the month after your death (i.e. August 1, 2022) and $400,000 in employer contributions were paid on your behalf.

Greater of (1) or (2):

(1) Actuarial Present Value of the Joint and 100% Survivor (based on the assumptions applicable to the payment date)	$757,590.75
(2) Employer contributions made on your behalf	$400,000.00
Beneficiary Spouse Lump Sum (greater of (1) or (2))	**$757,590.75**

Note: Your spouse will have the choice between $3,500 per month payable for life with a guaranteed minimum payment of $400,000 paid to her or her named beneficiaries or the greater of the lump sums listed above.

An Example - Not Eligible to Retire

To see an example of the pre-retirement options available for your spouse, let's assume that you passed away July 25, 2022 at age 55 and your spouse was 58, which was prior to your Normal Retirement Date of February 1, 2032 (age 65). You would have received $1,500 per month under the Joint and 100% Survivor form as of the month when first eligible to retire and $57,000 in employer contributions were paid on your behalf.

Greater of (1) or (2):

(1) Actuarial Present Value of the Joint and 100% Survivor payable February 1, 2032 (based on the assumptions applicable to the payment date)	$175,000
(2) Employer contributions made on your behalf	$57,000
Beneficiary Spouse Lump Sum (greater of (1) or (2))	**$175,000**

Note: Your spouse will have the choice between three options (1) $1,500 per month payable starting February 1, 2032 **or** (2) $420 (equal to 50% of the value of the lump sum) per month payable starting August 1, 2022 for life with a guaranteed minimum payment of $57,000 paid to her or her named beneficiaries **or** (3) the greater of the lump sums listed above.

IF YOU ARE RECEIVING A DISABILITY PENSION WHEN YOU DIE

If you are receiving a Disability Pension, your spouse will be eligible for the same pre-retirement death benefits outlined on page 20 for married participants.

MINIMUM BENEFIT

If your spouse is receiving a pre-retirement death benefit, and dies before receiving total monthly payments equal to the amount of the employer contributions made on your behalf, your designated beneficiary will receive a lump sum equal to the employer contributions made on your behalf minus the total payments made.

IF YOU DIE AFTER YOU RETIRE

Your beneficiary may receive a monthly benefit depending on the benefit option you elected at retirement. See page 13 for a description of the benefit options available.

If you elect a qualified joint and survivor optional form of payment and you and your spouse die before receiving total monthly payments equal to the amount of employer contributions made on your behalf, your designated beneficiary will receive a lump sum equal to the employer contributions made on your behalf minus the total payments made.

Once a lump sum payment is made, the Fund has no further obligation to make payments to your beneficiary(ies).

If the Actuarial Present Value of the survivor annuity is less than or equal to $5,000, the survivor benefit will be paid as a single lump sum.

If the Actuarial Present Value of the survivor annuity is more than $5,000, but it does not exceed $25,000. The spouse will have the option to elect the annuity or the single lump sum payment.

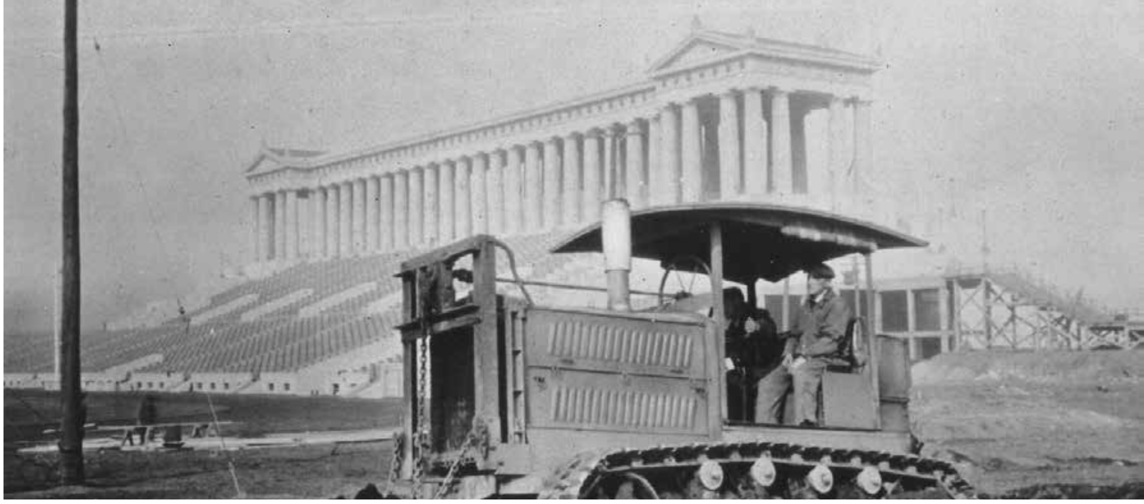
POST RETIREMENT LUMP SUM DEATH BENEFIT

Your beneficiary may be eligible for a Post-Retirement Lump Sum Death Benefit of $20,000. To qualify for this benefit, you must:

- Have retired from Covered Employment,
- Be receiving a Normal Retirement, Early Retirement, or Disability Pension from this Plan when you die, and
- Have at least 10 Vesting Service Years, including at least five Vesting Service Years earned as a Participant under this Plan, or
- Be eligible for the Retiree Welfare Plan as of your retirement date.

If you have not designated a beneficiary, the benefit would be paid as follows:

- Your spouse, if none;
- To your natural or legally adopted children in equal shares, if none;
- To your parents in equal shares, if none;
- To your natural or legally adopted siblings in equal shares, or if none;
- To your estate.



DISABILITY PENSION

ELIGIBILITY

Upon meeting the eligibility requirements, you may be eligible for either an All Work Total Disability Pension or an Operating Engineer Total Disability Pension.

If you are eligible for a normal or early retirement pension at the time you file an application and qualify for an All Work Total Disability Pension or an Operating Engineer Total Disability Pension, you will receive the Normal or Early Retirement Pension rather than the Disability Pension.

ALL WORK TOTAL DISABILITY PENSION

You are eligible for an All Work Total Disability Pension if you leave Covered Employment due to a total and permanent disability with at least five Vesting Service Years. You are considered to have left Covered Employment because of an All Work Total Disability only if:

- You worked in Covered Employment for a total of at least 900 hours for which contributions were required to be paid to the Fund in the three Plan Years immediately preceding the date of your disability;
- You were actively employed or seeking employment as an operating engineer with a contributing employer at the time your disability occurred;
- Your disability occurred before you were eligible to receive retirement benefits;
- You have been awarded a Social Security Disability Award; and
- You are totally and permanently disabled, defined as a physical or mental condition that the Trustees find, based on medical evidence, to totally and permanently prevent you from working in any occupation. However, this does not include a condition that:
  - Was contracted, suffered, incurred or resulted while you were engaged in a felonious enterprise;
  - Resulted from an intentional self-inflicted injury (chronic alcoholism or addiction to narcotic drugs is not considered a self-inflicted injury); or

- Resulted from an injury, wound or disability incurred while serving in the Uniformed Services of the United States, or resulted from an injury, wound, or disability suffered or arising out of an act of war. (If you return to employment after service in the Uniformed Services of the United States, and become permanently disabled more than five years after the date of your return, your disability **will not** be considered to be a result of any injury, wound or disability incurred while serving in the Uniformed Services of the United States, or arising out of an act of war.)

You must undergo medical examinations as may be required by the Trustees and provide reasonable information required by the Trustees. In addition, you must apply in writing for an All Work Total Disability Pension even if you are receiving an Operating Engineer Total Disability Pension.

BENEFITS

All Work Total Disability Pension benefits equal 70% of your accrued pension benefit. Monthly payments begin on the first day of the month following your application and approval for the All Work Total Disability Pension. If your All Work Total Disability Pension began on or after September 13, 2003, the monthly amount will be reduced by any W-2 earnings you receive. Benefits are payable until you:

- No longer qualify for the Social Security Disability Award;
- Return to employment, within or outside the geographical area covered by the Pension Plan in work described in the scope of the work provisions contained in the Collective Bargaining Agreements entered into between the union and the employers;
- In the opinion of the Trustees, based on medical findings, have sufficiently recovered to be able to resume employment;
- Refuse to undergo a medical examination or provide reasonable information requested by the Trustees; provided, however that you will not be required to undergo a medical examination more often than twice a year; or
- Reach your earliest retirement age.

OPERATING ENGINEER TOTAL DISABILITY PENSION

You are eligible for the Operating Engineer Total Disability Pension if you leave Covered Employment due to a total and permanent disability with at least five Vesting Service Years. You are considered to have left Covered Employment because of an Operating Engineer Total Disability only if:

- You worked in Covered Employment for a total of at least 900 hours for which contributions were required to be paid to the Fund in the three Plan Years immediately preceding the date of your disability;
- You were actively employed or seeking employment as an operating engineer, with a contributing employer at the time your disability occurred;
- Your disability occurred before you were eligible to receive retirement benefits; and

- You are totally and permanently disabled, which is defined as a physical or mental condition that the Trustees find, on the basis of medical evidence, to totally and permanently prevent you from engaging in employment within or outside the geographical area covered by the Pension Plan, in work described in the scope of the work provisions contained in the Collective Bargaining Agreements entered into between the union and the employers. However, this condition does not include a condition that:
  - Was contracted, suffered, incurred, or resulted while you were engaged in a felonious enterprise;
  - Resulted from an intentional self-inflicted injury (chronic alcoholism or addiction to narcotic drugs is not considered a self-inflicted injury);
  - Resulted from an injury, wound or disability incurred while serving in the Uniformed Services of the United States, or resulted from an injury, wound, or disability suffered or arising out of an act of war. (If you return to employment after service in the Uniformed Services of the United States, and become permanently disabled more than five years after the date of your return, your disability **will not** be considered to be a result of any injury, wound or disability incurred while serving in the Uniformed Services of the United States, or arising out of an act of war.)

You must undergo medical examinations as may be required by the Trustees and provide reasonable information required by the Trustees. In addition, you must apply in writing for an Operating Engineer Total Disability Pension.

BENEFITS

Operating Engineer Total Disability Pension benefits equal 50% of your accrued pension benefit. Monthly payments begin on the first day of the month following your application and approval for an Operating Engineer Total Disability Pension and are payable for a maximum of five years or, if earlier, until the date you:

- Become eligible for an All Work Total Disability Pension;
- Return to employment, within or outside the geographical area covered by the Pension Plan in work described in the scope of the work provisions contained in the Collective Bargaining Agreements entered into between the union and the employers;
- In the opinion of the Trustees, based on medical findings, have sufficiently recovered to be able to resume employment;
- Refuse to undergo a medical examination or provide reasonable information requested by the Trustees; provided, however that you will not be required to undergo a medical examination more often than twice a year; or
- Reach your Earliest Retirement Age.

APPLYING FOR BENEFITS

APPLICATION PROCEDURES

To apply for benefits, you may write or call for a pension application from:

Retirement Services Group
Midwest Operating Engineers Pension Trust Fund
6150 Joliet Road
Countryside, IL 60525
708.579.6630

Complete the application and return it to the Retirement Services Group.

APPLYING FOR RETIREMENT BENEFITS

As of November 1, 2022, all forms must be completed and returned to the Fund Office no later than the day prior to your Effective Date. The forms required to be completed in full and correctly include the following:

- Pension application and beneficiary forms
- Retiree Welfare Plan application forms, if applicable
- Retiree Medical Savings Plan forms including beneficiary forms, if applicable
- Prior Divorce Decrees and Marriage Settlement Agreements, if applicable
- Qualified Domestic Relation Order(s), if applicable
- Social Security Cards for Participant and Spouse (if married)
- Valid Driver's License for Participant and Spouse (if married)
- Proof of Age Documentation for Participant and Spouse (if married)
- Proof of Marriage (if married)

The Trustees will make their decision on your completed application within 90 days of the date it is received. If the decision is delayed, the Administrative Manager will notify you of the delay, explain why the delay is required and set a date (no more than 90 additional days) by which a decision will be reached. If you do not receive a decision or a notification of delay within 90 days, assume that your application has been denied and proceed with an appeal, if you wish.

WHEN YOUR BENEFIT BEGINS

The effective date of your retirement is the first of the month following receipt of your completed application or later, if you choose. However, if you are not a 5% owner, you must begin receiving your pension benefits no later than the April 1st of the calendar year following (1) the calendar year in which you attain age 70½ (age 72 if you turned age 70½ on or after January 1, 2020), or (2) the calendar year in which you stop working in Covered Employment.

A inactive participant must begin receiving his or her pension benefit no later than the April 1st of the calendar year following the calendar year in which the inactive participant attained age 70½.

If you are a 5% owner, you must begin receiving your pension benefits no later than the April 1st of the calendar year following the calendar year in which you attain age 70½, regardless of whether or not you are working in Covered Employment.

If you elect to begin receiving your benefits after your Normal Retirement Age, your monthly pension benefit will be actuarially increased for each complete calendar month between your Normal Retirement Age and when you begin receiving benefits, provided you did not work more than 40 hours in Covered Employment that month.

Regardless of your election decision, if you die before you retire, benefits will be paid as described in the **If You Die Before You Retire** section on page 20.

Actual payment will be made after all documentation has been received and the application has been approved. However, payments will be retroactive to the effective date described above.

RETURN OF CONTRIBUTIONS

If you elect a Joint and Survivor form of benefit payment and both you and your spouse die before receiving total monthly contributions equal to the contributions made on your behalf, your designated beneficiary will receive a lump sum equal to the contributions made on your behalf minus the total payments made.

ELECTING YOUR BENEFIT

The Fund Office will provide you with an estimate of your benefits under each of the benefit options that apply to you. You have up to 180 days from the date you receive the estimate to decide on your benefit option. During this time period you can also change any previous election you made by completing and returning an election form to the Retirement Services Group.

Remember, if you are married, your pension benefit will be paid in the Qualified Joint and 50% Survivor Annuity, unless you and your spouse both sign the election form, which indicates the alternate form of benefit. The signatures must be personally witnessed by a Plan representative at the Fund Office or notarized by a notary public.

Once your benefit payments begin, you cannot change your election to an optional form of payment (see page 13). You must make your election no more than 180 days prior to your retirement date.

Explanation of Benefit Payment Options

The Retirement Services Group will provide you with information about the payment options available under the Plan within 30 to 180 days before your pension starting date. This written statement will include each of the following:

- A description of the Plan's normal form of payment, including the Qualified Joint and 50% Survivor Annuity (QJSA) and optional payment forms and the eligibility requirements for each;
- Your right to make, and the effect of an election to waive your normal form of payment, including the QJSA, and your spouse's right to consent to any election to waive the QJSA, if applicable;
- Your right to revoke your election during the election period that ends on the pension starting date and the effect of this revocation;
- A description of the relative actuarial values of the various payment options available to you; and
- Your right to defer any distribution and the consequences of failing to defer distribution.

DIRECT ROLLOVER PROVISIONS

You or your surviving spouse or former spouse who is an alternate payee under a QDRO may elect to have any portion of an eligible rollover distribution paid directly to a qualified retirement plan, as described on page 14.

For your non-spouse beneficiary, a qualified retirement plan is an individual retirement account or annuity that is established on behalf of your designated beneficiary and that will be treated as an Inherited IRA.

DESIGNATING YOUR BENEFICIARY

If you are single, you may designate anyone you choose as your beneficiary, and you can change this designation at any time.

If you are married, your spouse is your automatic beneficiary. However, with your spouse's written, notarized consent, you can designate another individual as beneficiary if you elect the 5 or 10 Year Certain and Life Annuity or any other optional form of benefit payment.

If you do not designate a beneficiary, any survivor benefits will be paid in the following order:

- To your spouse, if none;
- To your natural or legally adopted children in equal shares, if none;
- To your parents in equal shares, if none;
- To your natural or legally adopted siblings in equal shares, or if none;
- To your estate.

APPLYING FOR A DISABILITY PENSION

With your application, you will need to provide proof of your age (such as a certified birth certificate or valid passport) and proof of your disability.

The Trustees will make their decision on your claim within 45 days of the date the claim is received. If the decision is delayed due to the need for more information, such as a delay in getting medical information from a physician, the Administrative Manager will notify you of the delay. There are two 30-day extension periods allowed if the delay is due to circumstances beyond the Plan's control. You will be notified prior to the end of the 45-day review period if the first 30-day extension of time is needed and by the end of the first 30-day extension period if the second 30-day extension period is needed. The notification will provide the reason why the extension is needed and when you may expect to receive a decision on your claim. Any request for additional information will be made within the first 45 days. You will have 45 days to provide the information. If you do not provide the information by the 45-day period, your claim for a Disability Pension will be denied within 30 days of the 45-day period you had to provide the information.

Once your application is approved, your first payment is paid to you retroactively to the first day of the month after you submit your application.

APPLYING FOR SURVIVOR BENEFITS

Your surviving spouse or beneficiary must submit a written application for payment of any survivor benefits to the Fund Office as soon as possible after your death. With the application, your beneficiary will need to provide proof of your death (a certified death certificate). If your beneficiary is your spouse, proof of your marriage (such as a certified marriage certificate) and your spouse's age (such as a certified birth certificate or valid passport) are required.

The Trustees will make their decision on your beneficiary's claim within 90 days of the date the claim is received. If the decision is delayed, the Administrative Manager will notify your beneficiary of the delay, explain why the delay is required and set a date (no more than 180 additional days) by which a decision will be reached. If your beneficiary does not receive a decision or the extension letter within the first 90 days, he or she should assume that the claim has been denied and proceed with an appeal, if desired.

See the **Survivor Benefits** section beginning on page 20 to determine when benefits are payable.

APPEAL PROCEDURE

If you are denied benefits in whole or in part, you have the right to a full and fair review of your claim under the appeal procedures.

Upon denial of your application for benefits, in whole or in part, you will be furnished with a written statement of the:

- Specific reason(s) for denial,
- Reference to the specific Plan provisions on which the denial is based,
- A description of any additional material or information necessary for you to establish yourright to benefits and, where appropriate, an explanation of why such material or information is necessary,
- An explanation of the appeal procedure that you can follow to have your claim for benefits reviewed, and
- Your rights to bring civil action under ERISA Section 502(a), if your appeal is denied.

If the denial is for a Disability claim, it will include an explanation for disagreeing with or not following:

- The views you presented to the Plan of the health care professionals treating you and the vocational professionals who evaluated you;
- The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
- A disability determination regarding you that you presented to the Plan that was made by the Social Security Administration.

If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination (described in the first bullet below), applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request (described in the second bullet below):

- Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- A statement that you 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.

Additionally, the Plan will comply with the following during the determination on appeal process of your Disability Pension claim:

- Prior to the date that the Plan issues an adverse benefit determination on an appeal of your Disability Pension claim, the Administrative Manager will provide you, free of charge, with any new or additional evidence considered, relied upon or generated by the Plan, insurer or such other person making the benefit determination (or at the discretion of the Plan, insurer or such other person) in connection with your claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give you a reasonable opportunity to respond prior to that date; and
- Prior to the date the Plan can issue an adverse benefit determination on an appeal of your Disability Pension claim based on a new or additional rationale, the Administrative Manager will provide you, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give you a reasonable opportunity to respond prior to that date.
- In addition, the determination on appeal of your Disability Pension claim will include:
  - A discussion of the decision including an explanation of the basis for disagreeing with or not following:
    - The views you presented by the Participant to the Plan of the health care professionals treating the Participant and vocational professionals who evaluated the Participant;
    - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Participant's adverse benefit determination without regard to whether the advice was relied upon in making the benefit determination; and
    - A disability determination regarding the Participant presented by the Participant to the Plan made by the Social Security Administration;

- Either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit; and
- Either specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit.

APPLICATIONS FOR RETIREMENT AND SURVIVOR BENEFITS

You or your authorized representative have the following rights in appealing the initial decision to deny benefits either in whole or in part:

- To appeal within 60 days of receipt of the notice of the denial of benefits in whole or in part to the Review Panel, by submitting a written statement to the Administrative Manager at the Fund Office in person, or by registered or certified mail.
- To examine all pertinent documents, information and other material in possession of the Trustees related to your application for benefits. Also, to submit to the members of the Review Panel, in writing, issues and comments for consideration.
- To have legal counsel, at your own expense.

The Review Panel usually will issue its decision within 60 days after receipt of the written request for an appeal. If circumstances require an extension of time for processing, the decision will be given as soon as possible, but no later than 120 days after receipt of the request for review. The decision on the appeal will be written in a clear and understandable manner and will include specific reasons for the decision.

If you or your representative requests a continuance of the hearing date, it must be received by the Review Panel prior to the hearing date and shall be granted only in cases where special circumstances exist to warrant a continuance. In the event a new hearing date is ordered, it will be scheduled to allow the Review Panel to make a decision no later than 120 days from the date your written request for appeal was received.

Any decision of the Review Panel is subject to a review within 30 days of the date of the decision only if you or your representative: 1) request a hearing for reconsideration within the 30 days, and 2) have additional evidence pertaining to your appeal. You or your representative may attend the meeting if you provide reasonable notice to the Administrative Manager. If you do not request a rehearing, the decision is final and binding upon you and all other persons after the 30-day period.

The Review Panel will set a time for the hearing and will provide a decision on reconsideration within 60 days, unless special circumstances exist requiring an extension of time. In this event, the decision on reconsideration will be made as soon as possible but no later than 120 days from the date your written request for reconsideration is received.

If upon preliminary examination of all relevant documents, information and materials, the Review Panel decides to reverse its previous disapproval and to grant your pension benefits in accordance with your application, its written opinion will be forwarded to you and the hearing will be cancelled.

APPLICATION FOR DISABILITY PENSIONS

You or your authorized representative has the following rights in appealing the initial decision to deny benefits either in whole or in part:

- To appeal within 180 days of receipt of the notice of the denial of benefits in whole or in part to the Review Panel, by submitting a written statement to the Administrative Manager at the Fund Office in person, or by mail. For Disability Pension appeals, you must complete and return the form you received from the Administrative Manager with your denial packet.
- To examine all pertinent documents, information and other material in possession of the Trustees related to your application for benefits. Also, to submit to the members of the Review Panel, in writing, issues and comments for consideration.
- To have legal counsel, at your own expense.
- To know the identity of any medical experts whose opinion was used to make the decision.

The Review Panel usually will issue its decision within 45 days after receipt of the written request for an appeal. If circumstances require an extension of time for processing, the decision will be given as soon as possible, but no later than 90 days after receipt of the request for review. If an extension of time is needed to make a decision on your claim, you will be notified in writing of the extension, the reason for the extension and the date when you may expect a decision on your claim. The decision on the appeal will be written in a clear and understandable manner and will include specific reasons for the decision. The Review Panel has the right to seek legal counsel and the services of an auditor and/or other professionals to assist in making a decision. You will be notified of the decision within five days of the date the decision is made.

Any decision of the Review Panel is subject to a review within 30 days of the date of the decision **only if** you or your representative: 1) request a hearing for reconsideration within the 30 days, and 2) have additional evidence pertaining to your appeal. You or your representative may attend the meeting if you provide reasonable notice to the Administrative Manager. If you do not request a rehearing, the decision is final and binding upon you and all other persons after the 30-day period.

If upon preliminary examination of all relevant documents, information and materials, the Review Panel decides to reverse its previous disapproval and to grant your pension benefits in accordance with your application, its written opinion will be forwarded to you within 5 days and the hearing will be cancelled.

If, in the Administrative Manager's opinion, you are under a legal disability or are incapacitated in any way so as to be unable to manage your financial affairs, the Plan may pay any benefits due you to your legal representative, relative or friend or, in their absence, to any individual the Trustees consider appropriate to receive them for you.

RECIPROCAL BENEFITS

Reciprocity allows you to work outside of your local's jurisdiction and have your benefits transferred to this Fund (Home Fund). The Trustees of the Plan have signed reciprocal agreements with other pension plans (Away Fund). If you never leave Local 150's jurisdiction, reciprocity means little. However, you might find yourself working outside Local 150's jurisdiction because your employer sent you or that is where you found work. In that case, reciprocity will allow you to keep your Local 150 benefits.

There are two types of reciprocity:

- A transfer of contributions from the Away Fund to your Home Fund, and
- Pro-rata, which allows you to use Vesting Service Years you earn with an Away Fund to count toward your Home Fund's Vesting Service Years.

To receive reciprocity you need to follow the rules stated below for each type of reciprocity.

TRANSFER OF CONTRIBUTIONS

Under this benefit, if you are a participant of this Fund, you may have hours and contributions earned in the jurisdiction of a different local transferred back to this Plan. Most reciprocity agreements have time limits for the transfer of contributions and will only cover contributions made on your behalf going back six months or less. Therefore, it is important to submit your Transfer Authorization Form immediately.

In order to have your service from an outside local count toward this Plan, you must follow these steps:

1. As soon as you know you will be working outside the jurisdiction of a local covered under this Fund, call the Accounts Receivable Department at 708.579.6620 to request a Transfer Authorization Form.
2. Complete the form and return it to the Fund Office. The Fund Office will check that the local you will be working in (Away Fund) has a reciprocity agreement with this Home Fund. If there is an agreement, a copy of your Transfer Authorization Form is sent to the Away Fund asking them to transfer your contributions to this Home Fund. If there is no agreement, you will be informed that your service under the away local will not count toward benefits with this Fund.

PRO-RATA

Under a pro-rata reciprocity, Vesting Service Years you earn under an Away Fund may be used to determine your Vesting Service Years under this Plan (for example, the 10 Vesting Service Years required for a Normal Retirement Pension). However, pro-rata vesting counts only for vesting for your pension benefit. It does not count toward your monthly accruals or for eligibility for Pre-Retirement Death Benefits or for Health and Welfare benefits. To be eligible for a Pro-Rata Pension, you must satisfy **all** of the following requirements:

1. You must have at least one Vesting Service Year based on actual employment for which contributions were made to each Plan.
2. You must be retired and not performing work for which contributions are being made to an Away Fund.
3. You must be eligible for a Pro-Rata Pension from an Away Fund.
4. You must be eligible for any type of pension under this Plan if your combined pension credits were treated as Vesting Service Years under this Plan.

WORKING AFTER YOUR BENEFITS BEGIN

SUSPENSION OF BENEFITS

The purpose of the Plan is to provide benefits to you when you are retired and not working, so benefits may stop during periods when you work after retirement. You must inform the Trustees, in writing, within 30 days after starting work regardless of the number of hours you are working. Periods of benefit suspension are governed by Plan provisions and federal law. You will be reminded each year of the reemployment notification requirement when you work after retirement and provided information on any material change in the suspension rules.

If you fail to inform the Trustees of your work in Disqualifying Employment, the Trustees will presume that you are working in Disqualifying Employment and your pension benefits will be suspended. You will be informed of the suspension of your benefits by notice given by personal delivery or first class mail during the calendar month in which your benefit payments are suspended. You may file a written request for a review of the suspension of your benefits with the Trustees within 60 days of your receipt of the notice of suspension.

Benefits are suspended during Disqualifying Employment. Disqualifying Employment for retirees includes employment or self-employment in the same industry and "trade or craft" in which you were employed at the time you were covered by the Plan. "Trade or craft" extends to a job or occupation in which you use the same skill or skills that you used in your employment under the Plan.

In certain circumstances, the Trustees may waive suspension of benefit rules for a specified time when it is necessary to meet the employment needs of the industry. You will be notified in writing if the suspension of benefit rules are waived for a specified time.

BEFORE NORMAL RETIREMENT AGE

Prior to reaching Normal Retirement Age, your pension will be suspended for any month you perform Disqualifying Employment in the geographic area of this Plan. This includes any state of the United States or province of Canada that is covered by a reciprocity agreement required to forward contributions to the Fund or to provide a pro-rata pension credit for employees covered under the terms of the Pension Plan. In addition, if you return to work without giving adequate notice to the Trustees, payment of your pension may be delayed for an additional three-month period after you stop working in Disqualifying Employment for which your benefits were suspended.

AFTER NORMAL RETIREMENT AGE

After reaching Normal Retirement Age, your pension will be suspended for any month you perform more than 40 hours of Disqualifying Employment in the geographic area of this Plan. This includes any state of the United States or province of Canada in which you had employer contributions made on your behalf to the Plan within the last five years and any other area covered by the Plan when your pension began or, but for suspension, would have begun.

However, after April 1 of the calendar year following the calendar year you reach age 70½ , there are no restrictions on employment and your benefits cannot be suspended due to Disqualifying Employment.

Please note: If you work as a Municipal employee, county highway supervisor or road commissioner, you will not be considered as working in Disqualified Employment if you are at least age 55 and not performing bargaining unit work.

If you work as a sales person or estimator, you will not be considered as working in Disqualifying Employment if you are at least age 55 and not working with equipment covered under the applicable Collective Bargaining Agreement.

RESUMPTION OF BENEFIT PAYMENTS

When you leave Disqualifying Employment that caused a suspension of retirement benefits, you must notify the Trustees in writing. If adequate notice is given, pension payments will resume no later than the first day of the third month in which you left Disqualifying Employment for benefits payable effective with the first day of the month after you cease working in Disqualifying Employment. Your benefit payments will not resume until you provide notification that you are no longer working in Disqualifying Employment.

Any overpayments made to you (pension payments received for months in which you are in Disqualifying Employment) will be recovered by the Trustees by offsetting future payments. If you have not attained Normal Retirement Age, there is no limit on the amount that can be deducted from your monthly pension payment to recover the overpayment. If you have attained Normal Retirement Age, no more than 25% may be deducted from each check for the overpayment; however, this limitation does not apply to the first payment amount once your retirement benefit payments resume.

AMOUNT OF BENEFIT FOLLOWING SUSPENSION

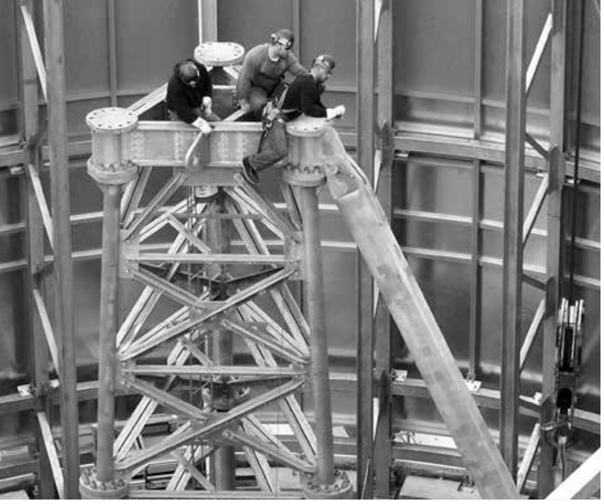
When your pension payments resume, your monthly benefit may be the same amount or more, depending on your work history.

Notification Procedures

If you return to work after retiring, you must notify the Trustees in writing within 30 days after the date of return to work regardless of the number of hours worked.

You may ask the Trustees whether a particular employment is disqualifying by making a written inquiry accurately describing the work. The Trustees will advise you in writing as to the determination of whether the employment is disqualifying.

You are entitled to a review by the Review Panel of a determination suspending your benefits or a determination that employment or contemplated employment is disqualifying by submitting a written request to the Administrative Manager at the Fund Office.



ADMINISTRATIVE INFORMATION

This section gives you information about how the Midwest Operating Engineers Pension Plan is administered.

PLAN NAME

The Plan name is the Midwest Operating Engineers Pension Plan.

PLAN SPONSOR AND ADMINISTRATOR

Board of Trustees
Midwest Operating Engineers Pension Plan
6150 Joliet Road
Countryside, IL 60525-3994
708.482.7300

EMPLOYER IDENTIFICATION NUMBER

EIN: 36-6140097

PLAN NUMBER

001

FUNDING OF THE PLAN

The Plan is funded through employer contributions. The provisions of the Collective Bargaining Agreements determine the amount of employer contributions and the employees on whose behalf contributions are required. Employee contributions are not allowed.

COLLECTIVE BARGAINING AGREEMENT

This Plan is maintained pursuant to Collective Bargaining Agreements between employer associations and Locals 150, 150A, 150B, 150C, 150D, 150G, 150M and 150RA. The Fund Office will provide an employee, upon written request, with information as to whether a particular employer is contributing to the Fund on behalf of employees working under the Collective Bargaining Agreements.

You or your beneficiary may request a copy of an applicable Collective Bargaining Agreement from your employer association or your local union.

PENSION FUND ASSETS AND RESERVES

The title to all assets is held by the Trustees in their representative capacity for the purpose of providing benefits to eligible participants, surviving spouses and beneficiaries and defraying reasonable administrative expenses. The Pension Trust's assets are invested in a diversified portfolio of:

- U.S. government and agency securities,
- Stocks of U.S. and non-U.S. corporations,
- Notes and bonds of U.S. and non-U.S. corporation and government issues,
- Real estate,
- Guaranteed interest contracts with insurance companies,
- Mortgage securities backed by the U.S. Government, and
- Bank certificates of deposit.

TRUSTEES

The Board of Trustees is responsible for the operation of the Plan. The Board of Trustees is made up of an equal number of employee representatives selected by Local 150 and employer representatives selected by employer associations whose members have entered into Collective Bargaining Agreements with Local 150. They may be contacted at:

The Board of Trustees
Midwest Operating Engineers Pension Plan
6150 Joliet Road
Countryside, IL 60525-3994
708.482.7300

INTERPRETING THE PLAN

Only the Board of Trustees is authorized to interpret the Plan described in this booklet. No employer or other representative is authorized to interpret this Plan or contact the Trustees on your behalf.

Any information you request about the Plan will be provided in writing and signed by the Trustees or their representatives.

Under the trust agreement, the Trustees (or persons acting for them, such as a Review Panel) have sole authority to make final decisions regarding any benefit applications, any interpretation of Plan benefits, the trust agreement and any other regulations, procedures or administrative rules adopted by the Trustees.

Decisions of the Trustees (or of those acting for the Trustees) are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention of the parties to the trust that such decision is to be upheld unless it is determined to be arbitrary or capricious.

All benefits under the Plan are conditional and subject to the Trustees' authority under the trust agreement to change them. The Trustees have the authority to increase or decrease benefits, or change eligibility rules or other provisions of the Plan as they determine to be in the best interests of Plan participants.

If there is ever a conflict between this booklet and the Plan's legal document, the Plan document will control.

PLAN YEAR

The Plan Year begins on April 1 and ends the following March 31.

TYPE OF PLAN

This Plan is a defined benefit plan maintained for the purpose of providing retirement benefits to eligible participants, survivor benefits to eligible spouses and death benefits to eligible beneficiaries, and payments to Alternate Payees, where applicable.

AGENT FOR SERVICE OF LEGAL PROCESS

Service of any legal process related to this Plan should be made to the Fund Attorney:

Travis J. Ketterman
McGann Ketterman & Rioux, Ltd.
111 East Wacker Drive, Suite 2300
Chicago, IL 60601

Service also may be made upon a Trustee or the Administrative Manager:

Mr. Thomas Bernstein, Administrative Manager
Midwest Operating Engineers Fringe Benefit Funds
6150 Joliet Road
Countryside, IL 60525-3994

NON-ALIENATION OF BENEFITS

Benefits payable under this Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind.

However, withholding for self-payments to maintain coverage under the Midwest Operating Engineers Health and Welfare Fund, transferred directly to that fund, will not be considered as an alienation of benefits.

RECOVERY OF OVERPAYMENT

If you or your beneficiary receive a benefit for which you are not entitled under the Plan, the Board of Trustees will recover the amount of the overpayment (plus interest and collection costs) by deducting up to 25% from each pension payment until the overpayment is recovered. (If the overpayment was the result of misinformation provided to the Trustees or failing to notify the Trustees of relevant information, the 25% limitation will not apply.) The Trustees may also exercise any and every legal and equitable action available to recover the money.

RIGHT TO RECOVER OVERPAYMENTS

The Trustees reserve the right to recover overpayments or to take action based on applicable law to recover any overpayments made to retirees, beneficiaries and/or third parties. There are three conditions that might create overpayments:

- **Clerical error.** Occasionally, a clerical error will result in a miscalculation of benefit amount. If the error results in a benefit payment that is lower than the correct amount, any amounts due to the benefit recipient will be paid as quickly as possible in a lump sum and any future payment will be adjusted accordingly. If the error results in an overpayment, the Trustees will work with the benefit recipient to negotiate a payback schedule.
- **Reliance on False Information.** The Trustees rely on the information you and/or your beneficiary provide on the pension application when calculating benefits. If that information is not accurate, the Trustees reserve the right to recover overpayments. This may include withholding any future benefit payments until the overpayment is recovered in full.
- **Fraudulent Receipt of Benefits.** If the Trustees discover a fraudulent claim or receipt of benefits, benefit payments will stop and the Trustees will employ all applicable laws to recover any overpayments for the person or persons in receipt of the benefit payments. The most common instance of this is when a retiree dies, the Fund is not notified and someone else continues to cash the pension checks.

RIGHT TO AMEND PLAN

The Board of Trustees has the right to amend the Plan from time to time for the benefit of Plan participants and beneficiaries. When the Plan is amended, you will be notified in writing.

The Board of Trustees reserves the right to terminate, modify, suspend or amend the Pension Plan at any time, in whole or in part. You will be notified of any changes that are made.

Benefits may be paid as soon as the Plan termination has been approved by government agencies, or payment could be deferred to a later time. The Board of Trustees, with government approval if applicable, will determine when benefits are to be paid.

RIGHT TO TERMINATE THE PLAN

The Trustees have the authority to discontinue all or part of the Plan at any time. If the Plan terminates or ends, the money in the Trust Fund, to the extent possible, will be used to provide the benefits that are due according to the priority required by law and stated in the Plan Rules. Generally, the funds would first be used to provide the benefits of retired participants and participants with longer service, and then would be used to provide the benefits of shorter service participants.

No funds can be returned to an employer. If any amounts remain after the benefits have been fully provided, the excess will be divided among Plan participants.

If this Plan were to terminate and merge or consolidate with (or transfer assets or liabilities to) any other plan, you will be entitled to a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefits you would have been entitled to receive immediately before the merger, consolidation or transfer.

Benefits may be paid as soon as the Plan termination has been approved by government agencies, or payment may be deferred to a later time. The Board of Trustees will determine when benefits are to be paid and will obtain government approval, if necessary.

NON-GUARANTEE OF EMPLOYMENT

Nothing in the Plan is intended to be construed as a contract of employment between you and your employer, or as your right to be continued in the employment of your employer, or as a limitation on the right of your employer to discharge you, with or without cause.

MAXIMUM PENSION BENEFIT

The Internal Revenue Service has established a maximum annual pension that anyone can receive from a plan. Although the maximum is quite high and will rarely apply, it is stated in the Plan's legal document. You will be informed if your benefits are affected by the annual maximum pension amount.

PROTECTING YOUR PENSION

Your pension 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 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% 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 Pensions;
- Disability Pensions 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 guaranteed amount set by law;
- 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, ask your Administrative Manager or contact:

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street, NW
Suite 930
Washington, DC 20005-4026

You may also call the PBGC at 202.326.4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 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 at **www.pbgc.gov**.

GETTING ACCURATE INFORMATION

Benefits are paid in accordance with Plan provisions out of the Trust Fund used for that purpose. Remember that although this booklet is intended to provide accurate and essential information about the Plan, it is not a complete description. If there is ever a conflict between this booklet and the Plan's legal document, the Plan document will control.

If you have any questions about your benefits or if you need to provide updated address or beneficiary information, please contact the Fund Office. Also, you have the right to get answers from the Trustees.

You are also guaranteed specific rights under ERISA, as outlined in the next section.

YOUR RIGHTS UNDER ERISA

As a participant in Midwest Operating Engineers Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to the following rights.

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

You have the right to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan. These include insurance contracts, 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 (EBSA).
- Obtain, upon written request to the Administrative Manager, copies of documents governing the operation of the Plan. These include insurance contracts, Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrative Manager may make a reasonable charge for the copies.
- Receive notice annually on the Plan's funding status. The Administrative Manager is required by law to furnish each participant with a copy of the Annual Funding Notice.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age 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, 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. You receive a quarterly statement that shows the employer contributions made on your behalf (you can also check your My Hours on your My150 account (visit and register on **www.My150.com**), the Vesting Service Years you have earned to date, your Vested Status and your monthly accrued benefit.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

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 a copy of the 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 Administrative Manager 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 Administrative Manager.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support 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, you should contact the Administrative Manager. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Manager, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory.

You may also obtain help by calling EBSA toll-free at 866.444.3272 or visiting EBSA's website at **http://www.dol.gov/ebsa**. You can also write to EBSA at the following address:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA. For single copies of publications, contact EBSA's Brochure Request Line at 800.998.7542 or contact the EBSA field office nearest you.

You may also find answers to your Plan questions and a list of EBSA field offices at the website of the EBSA at **www.askebsa.dol.gov**.


Operating Engineers
LOCAL
150

MIDWEST OPERATING ENGINEERS
FRINGE BENEFIT FUNDS

INTERNATIONAL UNION OF OPERATING ENGINEERS
ORGANIZED DEC. 7, 1896
LABOR OMNIA VINCIT

UNION MARK