

**Chicago Regional  
Council of Carpenters**

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**Millmen Pension Fund  
Summary Plan Description**

*Effective July 1, 2019*



**Your Future — Our Focus**

## CHICAGO REGIONAL COUNCIL OF CARPENTERS MILLMEN PENSION FUND SUMMARY PLAN DESCRIPTION

Effective as of July 1, 2019

### **Chicago Regional Council of Carpenters Millmen Pension Fund**

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The Segal Company

This booklet contains a summary in English of your rights and benefits under the Plan. If you speak Spanish and need assistance with understanding any part of this booklet, please contact the Pension Fund Office at 312-787-9455, menu option 4, and ask for a Spanish-speaking representative.

*Este libro incluye un sumario en ingles, sobre sus derechos y beneficios bajo el Plan. Si usted necesita asistencia en espanol para poder entender cualquier parte del libro, por favor llame a la Oficina del Fondo al numero 312-787-9455, opcion 4 y pregunte por un representante que habla espanol.*

You can reach a Retirement Benefits Representative from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

Nothing in this booklet is meant to interpret or change in any way the provisions expressed in the official Plan Document.

**If discrepancies exist between the language in this Summary Plan Description ("SPD") and the Plan Document, the language in the Plan Document will govern and control.** Only the full Board of Trustees has discretionary authority to interpret the Plan described in this booklet or any other provisions or agreements relating to the operation of the Plan. The Board of Trustees' decision will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. Benefits under the Plan will be paid only if the Trustees, in their discretion, conclude that the applicant is entitled to them. No Employer, Union or any representative of any Employer or Union, in such capacity, has authorization to interpret the Plan, nor can any such person act as agent of the Trustees. You may review the Plan Document online at [www.crcbbenefits.org](http://www.crcbbenefits.org) or by contacting the Fund Office.

The Board of Trustees has the authority and reserves the right to amend, modify, or discontinue all or part of the Plan whenever, in its sole discretion and judgment, conditions so warrant. No amendment to the Plan will be made which would result in reducing your pension benefits if you are Vested or retired (except to the extent permitted by law) and no amendment of the Plan shall cause any part of the Pension Fund to be used or diverted for purposes other than for the exclusive benefit of participants or their beneficiaries covered by the Plan. You will be notified in writing whenever amendments are made which significantly affect matters described in this SPD.

This SPD is not intended to provide you with tax advice regarding your benefits. You should consult an attorney or tax advisor if you have questions about how your benefits will be taxed under state and federal laws.

Please note that the Definitions section on pages 47–48 defines terms that are capitalized in this booklet.



**Your Future — Our Focus**

**CHICAGO REGIONAL COUNCIL OF CARPENTERS  
MILLMEN PENSION FUND SUMMARY PLAN DESCRIPTION**  
SUMMARY PLAN DESCRIPTION

July 2019

To all participants:

We are pleased to provide you with an updated Summary Plan Description ("SPD") with details of your benefits under the Chicago Regional Council of Carpenters Millmen Pension Fund (referred to as the "Plan," "Pension Plan" or "Fund" throughout this booklet).

This SPD is designed to give you an overview of the Pension Plan and to help you make decisions about Retirement. The benefits described apply the rules of the Plan in effect on July 1, 2019. If you left Covered Employment before that date, different rules and benefits may apply. Please contact the Pension Fund Office for more information.

Please save this booklet and put it in a safe place. Also make sure to tell your family, particularly your Spouse, about this booklet and where you keep it. If you lose your copy, you can always ask the Pension Fund Office for another. It is also available on the Fund's website at: [www.crccbenefits.org](http://www.crccbenefits.org).

We've designed this booklet to include pockets on the covers, providing you with a convenient location to store any information we may send you about the Pension Plan in the future.

The Board of Trustees believes the Plan is an important component of your Retirement benefits, in addition to your Social Security and other sources of Retirement income. We are proud to play a role in providing valuable Retirement benefits to recognize your years of service.

If you have any questions about your pension benefits, please contact a Retirement Benefits Representative at 312-787-9455, menu option 4, from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Information about the Plan can also be found at [www.crccbenefits.org](http://www.crccbenefits.org).

Sincerely,

THE BOARD OF TRUSTEES

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# Benefits at a Glance

**Participation**—Participation in the Plan generally starts as of December 31 of the calendar year during which you complete at least 1,000 Hours of Service in “Covered Employment,” provided you complete the hours within 12 consecutive months.

**Covered Employment**—If you work for an Employer who is required to contribute to the Pension Fund for the hours you work on a job covered by a collective bargaining agreement with the Regional Council or other written agreement between an Employer and the Plan, you are considered working in Covered Employment.

**Earning Service**—Your Covered Employment counts two ways under the Plan: to determine “Years of Vesting Service” and “Years of Pension Credit.” Years of Vesting Service determine eligibility for a Vested benefit, as well as whether a period of absence or reduced employment results in a “Break in Service.” Years of Pension Credit are used to determine the amount of your pension benefits from the Plan.

**Vesting**—You are “Vested,” meaning that you’ve earned a non-forfeitable right to a pension benefit, once you have earned five Years of Vesting Service.

**Benefit Amounts**—All pension benefits are based on your Years of Pension Credit and the benefit accrual rate in effect when you stop earning Pension Credit. Your actual monthly benefit may be reduced if you start receiving Early Retirement benefits before age 65, if your pension is paid under a form of payment that provides income for your Spouse after your death, or if you elect certain other optional forms of payment.

**Forms of Payment**—The Plan offers different methods of payment over your lifetime as well as certain benefits for your beneficiary if you die before or after Retirement.

**Survivor Benefits**—If you die **before Retirement**, your beneficiary may be entitled to one of the three survivor benefits offered by the Plan. **If you die after Retirement and have been receiving a Retirement or Disability benefit from the Plan**, your beneficiary may be eligible for survivor benefits based on the form of payment you elected at the time of your Retirement—as well as a Lump Sum Death Benefit of \$2,000.

You earn the right to a pension benefit once you’ve earned five Years of Vesting Service.

**Types of Pensions**—Vested Plan participants may be eligible for the following types of pensions:

| Type of Pension          | Eligibility Requirements                                                                                             |
|--------------------------|----------------------------------------------------------------------------------------------------------------------|
| Regular Pension          | Payable at age 65.                                                                                                   |
| Early Retirement Pension | Reduced benefit payable if you are at least age 60 but younger than age 65.                                          |
| Disability Pension       | Payable if you become Disabled and have a minimum number of Years of Pension Credit ( <a href="#">see page 16</a> ). |

**Limited or Partial Pensions** are also provided for those who would not otherwise qualify for a pension because their years of Covered Employment have been divided between the jurisdiction of this Pension Plan and other carpenters’ pension trusts.

# How the Pension Plan Works

## ***What is the Pension Fund?***

The Pension Fund is a legal trust fund set up under the law to provide Retirement benefits to eligible participants and their families. The Agreement and Declaration of Trust (referred to as the Trust Agreement) originally dated June 1, 1975 and as amended from time to time thereafter establishes the Pension Fund. The Trust Agreement, the Pension Plan Document, collective bargaining agreements and other written agreements govern the operation of the Fund.

## ***What is the Pension Plan Document?***

The Pension Plan Document is the legal document that governs your rights under the Pension Fund. It sets forth the various types of pension benefits provided by the Fund, the benefit amounts for each type of pension and the eligibility requirements. The Plan Document was amended and restated as of July 1, 2014.

## ***Who administers the Fund?***

A Board of Trustees that serves without compensation acts on your behalf and on behalf of your fellow Employees in managing all aspects of the Pension Funds' operations. The Board of Trustees has the sole discretion to decide all matters relating to the Fund, including eligibility and whether or not any participant is entitled to a benefit from the Fund, and the amount of that benefit. The Board of Trustees also has the discretion to interpret all terms and provisions in the Summary Plan Description, the Plan Document and any other provisions or agreements governing the operation of the Plan, and to resolve all ambiguities that may arise. The Board of Trustees is made up of an equal number of Union and Employer representatives whose powers and duties are set forth in the Trust Agreement and the Plan Document.

## ***Who pays the cost of the Pension Plan?***

The entire cost of the Plan is paid by the participating Employers who contribute to the Pension Fund. No contributions are required from you and none are permitted.

## ***Who is covered by the Plan?***

The Plan covers all Employees for whom Employer contributions are required to be paid into the Pension Fund by a collective bargaining agreement (or other written agreement).

## ***Does applying for a pension from the Fund affect my Social Security rights?***

No. The benefits provided by the Fund are in addition to any benefits that you may receive from Social Security.



# Important Things to Remember

## ***Once you are Vested in the Plan, you should complete a Beneficiary Designation Form.***

- It is your responsibility to keep your beneficiary designation up to date.
- If you are married, your Spouse is your beneficiary.
- Once you are Vested, the Annual Statement of Pension Credit (see page 12) will remind you of the date that the Pension Fund Office received your latest Beneficiary Designation Form. It is strongly recommended that you update your Beneficiary Designation Form when you marry, divorce, become widowed, have a Child, or experience another major life event.
- In the event that your marriage is terminated by divorce, the designation of your Spouse as your beneficiary (but not other beneficiary designations) becomes automatically void as of the date of the divorce. If you wish to maintain your former Spouse as your beneficiary following a divorce, you must complete a new Beneficiary Designation Form listing your former Spouse as beneficiary following the legal termination of your marriage by divorce.
- Your beneficiary designation does not become effective until the date that a properly completed Beneficiary Designation Form is received by the Pension Fund Office. You may obtain a Beneficiary Designation Form by contacting the Pension Department at 12 East Erie Street, Chicago, Illinois 60611 or by telephone at 312-787-9455, menu option 4. You can also download the form from the Fund's website at [www.crccbenefits.org](http://www.crccbenefits.org).
- No change in beneficiary designation is binding on the Board of Trustees unless it is received by the Pension Fund Office prior to your (the participant's) death.

## ***Keep the Pension Fund Office informed if you have a change of address, even if you are no longer working in employment covered by the Plan.***

- The Annual Statement of Pension Credit, information about changes to the Pension Plan, and your monthly pension payment (if you are retired) may not reach you if the Pension Fund Office does not have your current address on file.
- If you are retired and your monthly pension payment is directly deposited to your bank, you must still keep the Pension Fund Office informed of your current home address. If the Trustees are unable to reach you at your last address on record, any benefit payments can be held without interest until you contact the Pension Fund Office.

## ***Notify the Pension Fund Office if you leave Covered Employment.***

If you are Vested in the Plan and you are leaving Covered Employment without definite plans to return in the near future, you may be entitled to a pension, payable when you reach Retirement age.

**Remember to update your Beneficiary Designation Form when you marry, divorce, become widowed or have a Child.**



## Plan Participation

### ***When do I become a participant in the Plan?***

You become a participant in the Plan on December 31 of the calendar year during which you complete at least 1,000 Hours of Service in Covered Employment, provided you complete the hours in a period no greater than 12 consecutive months.

For example: If you begin work in Covered Employment on February 1, 2019, and complete 1,000 or more Hours of Service during calendar year 2019, you will become a participant as of December 31, 2019.

Also, for eligibility and Vesting purposes (but not for pension benefit computation purposes), and if certain conditions are met, you may also count your continuous work with the same Employer, even if part of that work is in a job not covered by a collective bargaining agreement.

Once you meet the Vesting requirements, you always remain a participant in the Plan.

### ***When am I no longer a participant under the Plan?***

Once you have met the Vesting requirements under the Plan, you always remain a participant. However, if you have not met the Vesting requirements and you do not complete at least 250 Hours of Service in a calendar year, you are no longer a participant.

### ***How can I become a participant again?***

You can become a participant again if you complete at least 250 Hours of Service in a calendar year before you have a Permanent Break in Service ([see page 10](#)).

If you have a Permanent Break in Service before you are Vested, you will have to complete at least 1,000 Hours of Service in a 12 consecutive month period before you can become a participant again.



# Earning a Pension Benefit

## How do I earn a pension benefit?

You earn a benefit by working in Covered Employment. The Plan takes two types of service into account:

- **Years of Vesting Service** determine if you have earned the right to receive a pension benefit. They also determine your status under the Plan following an absence or a period of reduced employment.
- **Years of Pension Credit** determine the amount of your pension benefit.

**You earn a non-forfeitable right to a pension benefit once you become "Vested" in the Plan, which occurs once you complete a total of five Years of Vesting Service.**

PLEASE NOTE: If you last earned Pension Credit before January 1, 1999, you are subject to different Vesting rules. Please contact the Pension Fund Office for more information.

## Years of Pension Credit

### How do I earn Years of Pension Credit?

You earn Years of Pension Credit based on the number of hours you work in Covered Employment in a calendar year, as follows:



Years of Pension Credit determine the amount of your pension.

| Hours of Work in a Calendar Year | Years of Pension Credit |
|----------------------------------|-------------------------|
| Less than 250 hours              | 0                       |
| 250 but less than 500 hours      | $\frac{1}{4}$           |
| 500 but less than 750 hours      | $\frac{1}{2}$           |
| 750 but less than 1,000 hours    | $\frac{3}{4}$           |
| 1,000 or more                    | 1                       |

**PLEASE NOTE:** Years of Pension Credit were earned differently for service before June 1, 1975, and there are specific requirements that must be satisfied in order to receive Pension Credit for this period of time. Please contact the Pension Fund Office for more information.

You earn Years of Pension Credit by working at least 250 hours in Covered Employment in a calendar year.

***In what situations is it possible to earn Years of Pension Credit if I am not actively employed?***

***Periods of Disability***

You will receive credit for four hours of work in Covered Employment for each day (limited to 28 hours per week for 52 continuous weeks of Disability) during which you are unable to work in Covered Employment provided that you were:

- Eligible for and received compensation under the Short Term Disability Benefits from the Chicago Regional Council of Carpenters Welfare Fund ("Welfare Fund"); or
- Eligible for Short Term Disability Benefits from the Welfare Fund and received compensation under the Workers' Compensation or Occupational Disease Act.

***Periods of Military Service***

You may earn Pension Credit during periods of military service that meet the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 or any other applicable predecessor law.

For **each day** (including Saturday and Sunday) that you are in military service of the United States in time of war or emergency pursuant to a national conscription law, you may be entitled to receive credit for the **greater** of:

- Four hours of work; or
- The average number of daily hours for which Employer contributions were received on your behalf during the 12 months immediately prior to your entering military service.

You will only be eligible to receive Military Service Credit if you are available for Covered Employment within 90 days after discharge from military service or within 90 days after recovering from a military service-connected Disability, or such longer period as may be required under USERRA.

For more information about USERRA, [see page 39.](#)



## Years of Vesting Service

### *How do I earn Years of Vesting Service?*

Beginning June 1, 1975, you earn one Year of Vesting Service for each calendar year during which you complete at least 1,000 hours of work.

Your hours of work in continuous employment with the same Employer will be counted even if part of that work may not be in a job covered by a collective bargaining agreement. In order for the hours of work to be counted, the periods of covered service and service not covered by the collective bargaining agreement must be continuous and not interrupted by a termination of employment or similar event.

### *Can I earn fractional Years of Vesting Service?*

Years of Vesting Service are earned in full years only. However, if you have more Years of Pension Credit than Years of Vesting Service because your Years of Pension Credit were earned in fractional years, your Vesting Service record will be adjusted to equal your full Years of Pension Credit.

### *How many Years of Vesting Service can I earn per calendar year?*

You can only earn one Year of Vesting Service per calendar year, regardless of how many hours you work.

Your Years of Vesting Service determine if you have earned a right to a pension benefit.

### **Example 1: Years of Service Adjustment**

Joe Jones has the following employment history:

|                                | <i>Hours of Work in a Calendar Year</i> | <i>Years of Pension Credit</i> | <i>Years of Vesting Service</i> |
|--------------------------------|-----------------------------------------|--------------------------------|---------------------------------|
| Year 1                         | 1,200                                   | 1                              | 1                               |
| Year 2                         | 1,050                                   | 1                              | 1                               |
| Year 3                         | 874                                     | $\frac{3}{4}$                  | 0                               |
| Year 4                         | 540                                     | $\frac{1}{2}$                  | 0                               |
| Initial Totals                 |                                         | $3\frac{1}{4}$                 | 2                               |
| Vesting Service Adjusted Total |                                         |                                | 3                               |

In the initial totals, you can see that Joe's Years of Vesting Service are less than his Years of Pension Credit. Therefore, Joe's Vesting Service record will be automatically adjusted to show three Years of Vesting Service, which equals his **full** Years of Pension Credit.

You can only earn one Year of Vesting Service per calendar year.

## Breaks in Service/Loss of Credit

**Important:** The Breaks in Service that can lead to loss of Years of Pension Credit and Vesting Service are explained in this section. However, you can also have Breaks in Service that affect the computation of your pension benefit. For information about those Breaks in Service, refer to the *Three Year Calculation Break in Service* section on [page 14](#).

## What happens if my employment is interrupted?

Once you are Vested you cannot lose your Years of Pension Credit or Years of Vesting Service. However, if your employment is interrupted before you are Vested, you may lose the Years of Pension Credit and Vesting Service you have accumulated, depending on whether you have a:

- **Temporary Break in Service**, which occurs when a participant who is not Vested fails to earn at least 500 hours of Vesting Service or ¼ Year of Pension Credit during a calendar year.
- **Permanent Break in Service**, which results in the loss of your status as a participant under the Plan as well as your accumulated Years of Pension Credit and Years of Vesting Service when you incur five or more consecutive Temporary Breaks in Service.

PLEASE NOTE: Breaks in Service were determined differently before January 1, 1975. Please contact the Pension Fund Office for more information.



## Temporary Break in Service

### ***What is a Temporary Break in Service?***

You have a Temporary Break in Service in any calendar year that you do not earn at least 500 Hours of Vesting Service or  $\frac{1}{4}$  Year of Pension Credit. However, a Temporary Break in Service is repairable if, before incurring a Permanent Break in Service, you earn at least  $\frac{1}{4}$  Year of Pension Credit.

PLEASE NOTE: If you have an allowed absence due to illness, childbirth, adoption (or placement for adoption) or military service, you may be credited with up to 501 Hours of Service solely for the purpose of avoiding a Temporary Break in Service. [See pages 10–12](#) for more information.



### ***Example: Temporary Break in Service***

Robert Thompson has the following employment history:

|         | <i>Hours of<br/>Work in a<br/>Calendar Year</i> | <i>Year of<br/>Pension<br/>Credit</i> | <i>Years of Vesting Service</i> |
|---------|-------------------------------------------------|---------------------------------------|---------------------------------|
| Year 1  | 1,220                                           | 1                                     | 1                               |
| Year 2  | 1,050                                           | 1                                     | 1                               |
| Year 3  | 520                                             | 0                                     | $\frac{1}{2}$                   |
| Year 4  | 260                                             | 0                                     | $\frac{1}{4}$                   |
| Year 5  | 150                                             | 0                                     | 0 (Temporary break #1)          |
| Year 6  | 0                                               | 0                                     | 0 (Temporary break #2)          |
| Year 7  | 0                                               | 0                                     | 0 (Temporary break #3)          |
| Year 8  | 0                                               | 0                                     | 0 (Temporary break #4)          |
| Year 9  | 250                                             | 0                                     | $\frac{1}{4}$                   |
| Year 10 | 180                                             | 0                                     | 0 (Temporary break #1)          |

Robert incurred four Temporary Breaks in Service during Years 5 through 8 because he did not earn at least  $\frac{1}{4}$  Year of Pension Credit in any of those years. Since Robert only incurred four Temporary Breaks in Service, and he returned to Covered Employment and earned  $\frac{1}{4}$  Year of Pension Credit in Year 9, the four Temporary Breaks were repaired. The Temporary Break in Service in Year 10 is now considered to be his first Temporary Break in Service.

## Permanent Break in Service

### *What is a Permanent Break in Service?*

You incur a Permanent Break in Service if you have fewer than five Years of Vesting Service and you incur five or more consecutive Temporary Breaks in Service.

A Permanent Break in Service results in the loss of any Years of Pension Credit and Years of Vesting Service earned prior to the Permanent Break in Service.

#### **Example: Permanent Break in Service**

Mike Jones' work record looks like this:

|        | <i>Hours of<br/>Work in a<br/>Calendar Year</i> | <i>Year of<br/>Pension<br/>Credit</i> | <i>Years of Vesting Service</i> |
|--------|-------------------------------------------------|---------------------------------------|---------------------------------|
| Year 1 | 1,375                                           | 1                                     | 1                               |
| Year 2 | 1,290                                           | 1                                     | 1                               |
| Year 3 | 1,020                                           | 1                                     | 1                               |
| Year 4 | 1,380                                           | 1                                     | 1                               |
| Year 5 | 150                                             | 0                                     | 0 (Temporary break #1)          |
| Year 6 | 0                                               | 0                                     | 0 (Temporary break #2)          |
| Year 7 | 0                                               | 0                                     | 0 (Temporary break #3)          |
| Year 8 | 0                                               | 0                                     | 0 (Temporary break #4)          |
| Year 9 | 200                                             | 0                                     | 0 (Temporary break #5)          |
|        |                                                 |                                       | = PERMANENT BREAK               |

From Year 1 through Year 4, Mike earned a total of four Years of Vesting Service. Mike incurred five Temporary Breaks in Service during Years 5 through 9 because he did not earn at least  $\frac{1}{4}$  Year of Pension Credit in any of those years. Because Mike incurred five consecutive Temporary Breaks in Service, he had a Permanent Break in Service—which cancels his status as a participant in the Plan and causes the loss of all of his Years of Pension Credit and Vesting Service.

You lose your Years of Pension Credit and Vesting Service if you are not Vested and have five or more consecutive calendar years in which you do not earn at least 500 hours of Vesting Service or  $\frac{1}{4}$  Year of Pension Credit.

***Can I have a Break in Service if I miss work due to childbirth, adoption, family illness or military service?***

The non-work periods due to childbirth, adoption (or placement for adoption), family illness or military service are not counted in determining Breaks in Service, as follows:

- **Childbirth or Adoption.** To prevent your absence from causing a Temporary Break in Service, you will be granted a maximum of 501 Hours of Service when you are not working because of pregnancy, the birth of a Child, placement of a Child with you following adoption and caring for a Child for one year after birth or adoption. Keep in mind that this service credit is given solely to prevent a Break in Service. **It does not count as Years of Pension Credit or Years of Vesting Service.** The hours credited under this rule are applied to the calendar year the absence begins if that will prevent a break in that year. Otherwise, they are applied to the following calendar year.
- **Family and Medical Leave.** Any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) will not cause a Temporary Break in Service. FMLA allows you to take up to 12 weeks of unpaid leave for your serious illness, after the birth or adoption (or placement for adoption) of a Child, to care for your seriously ill Spouse, parent or Child or for certain events related to the military service of a family member. Up to 26 weeks of leave may be granted to care for a service member with serious injury incurred during military service.
- **Military Service.** Periods spent in qualified military service (in accordance with applicable federal law) will not cause a Temporary Break in Service. You must make yourself available for work in Covered Employment within 90 days after discharge from military service or within 90 days after recovery from a service-connected Disability in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) or such longer period that may be allowed under USERRA. [See page 39](#) for more information.



### ***Are there any other exceptions to the Break in Service/Loss of Credit Rules?***

The following periods of time will be considered exceptions if your failure to earn Years of Pension Credit or Vesting Service was caused by:

- Retirement under the Plan;
- Disability, regardless of cause, for up to a four-year period, provided you return to Covered Employment before the end of the four-year period;
- Employment with the Chicago Regional Council or any affiliated local union, or employment with any affiliated state, national or international labor organization;
- Employment as an elected or appointed public official of a municipal, state or national government or subdivision thereof;
- A period of absence in which you did not earn at least ¼ Year of Pension Credit because of lack of available work in Covered Employment between June 1, 1975 and December 31, 1976, so long as you returned to work and earned at least one Year of Pension Credit between January 1, 1975 and December 31, 1977; or Continuous employment as a Millman in the following situations, **provided that you return to work with an Employer who contributes to the Pension Fund and you earn at least two Years of Pension Credit in any three consecutive calendar years following such continuous employment (the three-year period cannot be preceded by a Permanent Break in Service):**
  - With a contributing Employer in non-Covered Employment under a collective bargaining agreement of the Council, or as a Millman under a collective bargaining agreement of any affiliate of the United Brotherhood of Carpenters;
  - With a governmental agency as a Millman;
  - As a superintendent or other managerial employee for a contributing Employer; or
  - As a self-employed person in the millwork or related industries.

### ***How do I know whether I may be about to have a Permanent Break in Service?***

If you keep the Pension Fund Office informed of your current address, each year the Pension Fund Office will provide you with an “Annual Statement of Pension Credit.” This statement will warn you if you are about to incur a Permanent Break in Service. If you disagree with the information shown on the Annual Statement, you must provide the Trustees with satisfactory evidence that one of the exceptions above applies to you. You have **one year** from the date of the Annual Statement to submit evidence satisfactory to the Trustees that you fall under an exception or that the Pension Fund Office records are in error. If you do not timely submit such evidence, your prior service will not be reinstated.



# Types of Pensions

## ***What types of pensions are provided by the Plan?***

The Pension Plan provides the following types of pensions:

- **Regular Pension**
- **Early Retirement Pension**
- **Disability Pension**
- **Partial and Limited Pensions**

Each of these pensions has different eligibility requirements. It's important to remember that your age is calculated as of the first day of your birth month. For example, if you turn age 60 on May 15, you may retire effective May 1 with an Early Retirement Pension, provided you have met all other requirements.

PLEASE NOTE: In calculating benefits, all amounts are rounded to the next greater \$.50.

## ***Can I receive more than one type of pension?***

No. If you are eligible for more than one type of pension, you will be given a choice between the types of pension benefits that you are eligible to receive from the Plan. Additionally, once you have commenced the payment of pension benefits, you **will not** be allowed to change your pension type.

For example: If you are eligible for both an Early Retirement Pension and a Disability Pension and you chose the Early Retirement Pension, you will not be allowed to change to a Disability Pension after Early Retirement Pension benefits have commenced. Similarly, if you commence benefits under an Early Retirement Pension and subsequently become Disabled, you will not be allowed to change to a Disability Pension.

One exception to this rule may occur if you are receiving a Disability Pension and you no longer meet the eligibility requirements for a Disability Pension, resulting in the discontinuation of your Disability Pension benefits. After your Disability Pension ends, you may apply for any other pension benefits for which you may be eligible under the Plan.

## ***How do each of the types of pensions work?***

### **Regular Pension**

**If you are age 65 or older** and you are Vested in the Plan, you are eligible for a Regular Pension.

If, while participating in the Plan, you did not have any period of three or more consecutive calendar years during which you did not earn any Pension Credit under the Plan, your Regular Pension is calculated by multiplying your Years of Pension Credit by the benefit accrual rate in effect when you last earned Pension Credit under the Plan. See Appendix A on page 49 for benefit accrual rates.

PLEASE NOTE: Although there is no maximum number of Years of Pension Credit that can be applied toward calculating pension benefits for participants currently earning Pension Credits under the Plan, there were limits before July 1, 2006. See Appendix B on page 50 for more information.

**You are eligible for a Regular Pension if you are age 65 or older and are Vested in the Plan.**

### Example: Regular Pension

You retire on July 1, 2019 at age 65 with 30 Years of Pension Credit and you never incurred three or more consecutive calendar years during which you did not earn any Pension Credit under the Plan.

Your monthly Regular Pension is calculated as follows:

|                                                                              |                 |
|------------------------------------------------------------------------------|-----------------|
| Years of Pension Credit                                                      | 30              |
| <b>Multiplied</b> by the benefit accrual rate on July 1, 2019 (from page 49) | x \$66          |
| <b>Monthly Regular Pension*</b>                                              | <b>\$1,980*</b> |

*\* Your monthly pension benefit could be less, depending on the form of payment that you elect. See page 19 for more information. This calculation is based on the Plan's normal form of payment for an unmarried participant.*

### Three Year Calculation Break in Service

**If there was any period of three or more consecutive calendar years during which you did not earn any Pension Credit under this Plan, you incurred a "Three Year Calculation Break in Service," which will affect the calculation of your pension benefits.**

Your Regular Pension will be calculated by adding the pension benefit you earned before your Three Year Break in Service to the pension benefit you earned after your Break in Service, as follows:

|                                                                                                                            |   |                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------|
| Years of Pension Credit earned prior to the Three Year Break in Service                                                    | X | Benefit accrual rate applicable to the Years of Pension Credit earned prior to the Three Year Break in Service |
| PLUS                                                                                                                       |   |                                                                                                                |
| Years of Pension Credit earned immediately prior to the date your pension begins and after the Three Year Break in Service | X | Benefit accrual rate in effect when your pension begins                                                        |

### Example: Regular Pension with Three Year Calculation Break in Service

In June 1997, you left Covered Employment after earning 15 Years of Pension Credit. At that time, the benefit accrual rate was \$32. You returned to Covered Employment in January 2004 after a 6½ year Break in Service, earned an additional 15 Years of Pension Credit and retired in July 2019 at age 65. Your monthly Regular Pension is calculated as follows:

|                                                                          |                 |
|--------------------------------------------------------------------------|-----------------|
| Pension Earned Before Three Year Break in Service                        |                 |
| (15 Years of Pension Credit x \$32 benefit accrual rate in June 1997)    | \$480           |
| Plus Pension Earned After Three Year Break in Service                    |                 |
| (15 Years of Pension Credit x \$66 benefit accrual rate on July 1, 2019) | + \$990         |
| <b>Monthly Regular Pension*</b>                                          | <b>\$1,470*</b> |

*\* Your monthly pension benefit could be less, depending on the form of payment that you elect. See page 19 for more information. This calculation is based on the Plan's normal form of payment for an unmarried participant.*

If there was any period of three or more consecutive calendar years during which you did not earn any Pension Credit, your Regular Pension will be calculated by adding the pension benefit you earned *before* your Three Year Break in Service to the pension benefit you earned *after* your Three Year Break in Service.

## If You Have More Than One Three Year Calculation Break in Service

If you have more than one period of three or more consecutive calendar years during which you did not earn any Pension Credit, your Regular Pension is calculated as follows:

|                                                                                                                                           |   |                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------|
| Years of Pension Credit earned prior to each Three Year Break in Service                                                                  | × | Benefit accrual rate applicable to the Years of Pension Credit earned prior to the Three Year Break in Service |
| PLUS                                                                                                                                      |   |                                                                                                                |
| Years of Pension Credit earned immediately prior to the date your pension benefit begins and after the latest Three Year Break in Service | × | Benefit accrual rate in effect when your pension benefit begins                                                |

## Early Retirement Pension

If you are at least age 60, but younger than age 65 and you are Vested in the Plan, you are eligible for an Early Retirement Pension.

The monthly amount of the Early Retirement Pension is the amount of the Regular Pension,

as described on pages 13–14, multiplied by the applicable Early Retirement Pension actuarial reduction factor from Appendix C on page 50, based on your age (years and months) on the date your pension benefit payments will begin. The actuarial reduction factor is five-ninths of one percent (.5555%) for each month that your pension benefit begins before age 65.

### Example: Early Retirement Pension

When you retire on July 1, 2019, you are exactly age 61 and have a total of 33 Years of Pension Credit. You have never incurred a Three Year Calculation Break in Service. Your monthly Early Retirement Pension is calculated as follows:

Regular Pension Benefit

(33 Years of Pension Credit x \$66 benefit accrual rate) \$2,178.00

Multiplied by the Early Retirement actuarial reduction factor (page 50) x .7333

**Monthly Early Retirement Pension\*** **\$1,597.50\***

*\* Your monthly pension benefit could be less, depending on the form of payment that you elect. See page 19 for more information. This calculation is based on the Plan's normal form of payment for an unmarried participant.*

An Early Retirement Pension offers you a reduced benefit for life beginning as early as age 60 if you are Vested in the Plan.

## Disability Pension

You are eligible for a Disability Pension if you:

- Have earned at least 10 Years of Pension Credit;
- Earned at least ¼ Year of Pension Credit in the calendar year in which you became Disabled or during any of the immediately preceding two consecutive calendar years;
- Earned at least one Year of Pension Credit after June 1, 1975; and
- Submit either:
  - Evidence that the Social Security Administration has issued a finding that you are entitled to disability benefits under Title II of the Social Security Act, or
  - Medical records and other relevant evidence that enables the Trustees, taking into account the opinion issued by the Plan's medical consultant, to conclude that you are Disabled.

You will not qualify for a Disability Pension if the Board of Trustees determines your Disability has resulted from:

- An injury suffered while engaged in a felonious or criminal act or enterprise; or
- Service in the Armed Forces of the United States which entitles you within two years of separation from service to a Veteran's Disability Pension.

A Disability Pension is calculated the same way as a Regular Pension (see pages 13–14). It is payable for your lifetime as long as you are Disabled, with no reduction for early commencement.

A Disability Pension is effective on the first day of the **fifth** month following the month in which the Disability began, provided that you are not receiving Short Term Disability Benefits from the Chicago Regional Council of Carpenters Welfare Fund at that time. The Trustees may select a date later than the fifth calendar month following the date of the Disability in those cases where you attempt to return to work after a Disability occurs and then you again terminate employment due to the Disability.

From time to time, the Trustees may require you to submit proof of your continued eligibility for a Disability Pension. You may also be required to have a medical examination by a doctor selected by the Board of Trustees.

If you are receiving Social Security disability benefits and those benefits are terminated, you must notify the Plan within 30 days of receiving the notice of termination from the Social Security Administration. Termination of Social Security disability benefits does not necessarily mean your Disability Pension will end, as long as you submit satisfactory proof of your continued Disability. **However, if you fail to notify the Plan of the termination of your Social Security disability benefits, you will be automatically deemed to have recovered from your Disability and your Disability Pension will end as of the termination date of your Social Security disability benefits.**



## Partial and Limited Pensions

The Board of Trustees has entered into reciprocal arrangements with other carpenters pension funds to protect the pension rights of carpenters who work under the jurisdiction of the Regional Council.

The two types of pensions payable under the reciprocal arrangements are briefly described below:

**Partial Pension**—A Partial Pension is provided if you would not otherwise qualify for a pension because your years of Covered Employment have been divided between the jurisdiction of this Pension Plan and other carpenters' pension funds, which are also party to the United Brotherhood of Carpenters International Reciprocal Agreement.

You are eligible to receive a Partial Pension if you:

- Would be entitled to a Regular, Early or Disability Pension if your combined Years of Pension Credit earned under this Plan and other carpenter pension funds are treated as Years of Pension Credit under this Plan;
- Earned at least one Year of Pension Credit under this Plan since June 1, 1975 for which Employer contributions have been made; and
- Are eligible for a Partial Pension from at least one other carpenter pension fund under a reciprocal agreement and commence receiving benefits from that fund.

**PLEASE NOTE:** If you are applying for a Disability Pension, you must meet the definition of Disability under both this Plan and the other carpenter pension fund. If you are applying for a pension based on your age, you must meet the age requirements in both Funds.

**Limited Pension**—A Limited Pension is provided if your years of Covered Employment have been divided between the jurisdiction of this Pension Plan and the Chicago Regional Council of Carpenters Pension Fund, referred to as the "Construction Pension Fund."

**Limited Pensions are available to eligible Plan participants who have worked under the jurisdiction of this Plan and the Construction Pension Fund.**

You are eligible for a Limited Pension if you:

- Are at least age 60, or you are younger than age 60, but you are totally Disabled;
- Would be entitled to a Regular, Early, or Disability Pension if your combined Years of Pension Credit earned under this Plan and the Construction Pension Fund are treated as Years of Pension Credit under this Plan;
- Earned at least two Years of Pension Credit from this Pension Plan since June 1, 1975; and
- Are eligible for a Limited Pension from the Construction Pension Fund.



### ***How are the Partial and Limited Pensions Calculated?***

The Partial Pension or Limited Pension payable from this Plan is based on the number of Years of Pension Credit you earned under this Plan and the benefit accrual rate under this Plan in effect at the time the Pension Credit was earned. Your Partial Pension benefit will be reduced for Early Retirement if you are at least 60 but younger than age 65, unless you are Disabled and would qualify for a Disability Pension from this Plan and:

- The Construction Pension Fund, in the case of a Limited Pension; or
- Other carpenters' pension funds with which this Plan is coordinating benefits, in the case of a Partial Pension.

See Appendix C on page 50 for the Early Retirement reduction factors.

If you are receiving a Limited Pension, the monthly benefit accrual rate **will not** be reduced in the event of a "Three Year Calculation Break in Service" if your work outside of this Plan and the Pension Credit you earned during that Break in Service was under the Construction Pension Fund.

### ***Is there any other way I can receive Pension Credit under the Plan if I leave the jurisdiction of the Regional Council?***

Yes. The Pension Plan has individual reciprocal agreements with certain other carpenters' pension funds, generally bordering geographically on the jurisdiction of this Plan. If you work in the area of one of these reciprocating pension funds while maintaining your Union membership in a local union within the Regional Council, Employer contributions paid on your behalf to the other pension fund can be transferred by that pension fund to the Plan and credited to you. If you work in the areas of any of these reciprocating pension funds, you must contact the Contributions Department of the Pension Fund Office to make sure your contributions are properly transferred. **Keep in mind that contribution rates vary from pension fund to pension fund. If a reciprocating pension fund transfers work hours to the Plan at a lesser contribution rate, this may impact the amount of Pension Credit you receive from the Plan.**



# How Your Benefit Is Paid

## ***What forms of payment are available under the Plan?***

The Plan offers a number of forms of pension payments, each of which may provide certain benefits to your beneficiary upon your death:

- **Single Life Annuity with a 60 Certain Guarantee**—*the Plan's normal form of payment for an unmarried participant*
- **50% Joint and Survivor Benefit**—*the Plan's normal form of payment for a married participant*
- **75% Joint and Survivor Benefit**
- **100% Joint and Survivor Benefit**

Additionally, you may be eligible to elect the Partial Lump Sum Payment Option.

The appropriate form of payment for you depends on your individual situation. You may wish to consult a financial planner when considering your options.

**For all pension types, if the total actuarial present value of your pension benefit is \$1,000 or less as of the date benefits are to start, your pension benefit will be paid in a one-time actuarial equivalent lump sum.**

PLEASE NOTE: In calculating benefits, all amounts are rounded to the next greater \$.50.

Joint and Survivor Benefits provide you with a reduced benefit for your lifetime, as well as your Spouse's lifetime.



## ***How do each of the benefit payment options work?***

### **Single Life Annuity With a 60 Certain Guarantee**

The Single Life Annuity with a 60 Certain Guarantee is the normal form of benefit for unmarried Plan participants. Your pension benefit is payable in this form if you are:

- Not married, or
- Married and both you and your Spouse reject the 50% Joint and Survivor Benefit and elect the Single Life Annuity with a 60 Certain Guarantee.

**If you are not married, the Single Life Annuity with a 60 Certain Guarantee is the normal form of payment.**

The Single Life Annuity with a 60 Certain Guarantee is a monthly annuity **payable for your lifetime** with 60 monthly payments guaranteed. If you die before receiving a total of 60 monthly pension payments, the remaining monthly pension payments will continue to your designated beneficiary.

If you have not designated a beneficiary, payment will continue to your surviving Spouse, your surviving Children (in equal shares), your surviving parents (in equal shares), or your Welfare Fund beneficiaries (in equal shares), in that order, until a total of 60 monthly pension payments have been made. If you have received 60 or more monthly pension payments before your death, there are no additional payments due from the Plan to anyone upon your death.

## Joint and Survivor Benefit Options

A Joint and Survivor Benefit provides a reduced monthly pension benefit for your lifetime, as well as the lifetime of your Spouse. The benefits are reduced to account for payment over two lifetimes instead of one lifetime. The reduction takes into account your age and your Spouse's age at your Retirement.

### **You may not elect a Joint and Survivor Benefit if you are unmarried.**

The Plan offers three types of Joint and Survivor Benefits:

- 50% Joint and Survivor Benefit, the normal form of benefit for married Plan participants;
- 75% Joint and Survivor Benefit; and
- 100% Joint and Survivor Benefit.

**If you are married when your pension benefit begins, federal regulations require that your pension benefits be paid in the form of a 50% Joint and Survivor Benefit unless you and your Spouse reject this form of payment** and select one of the other forms of payment. If you reject the 50% Joint and Survivor Benefit in favor of the Single Life Annuity with a 60 Certain Guarantee, your Spouse must consent to this rejection **in writing** on a form provided by the Pension Fund and the consent must be witnessed by a notary public. Your Spouse's written and notarized consent is not needed if you elect the 75% or 100% Joint and Survivor Benefit.

Benefit payments are guaranteed for the lifetime of you and your Spouse, even if your Spouse remarries after your death.

Once your pension becomes payable in this form, it cannot be changed. However, as discussed below, the amount of your benefit may change if your Spouse dies before you.

**PLEASE NOTE:** If you die, your Spouse is entitled to a benefit for the remainder of his or her lifetime provided you elected a Joint and Survivor Benefit and you were married to your Spouse on the date of your Retirement and to that same Spouse for a minimum of one year before your death. If you are married within one year of your Retirement date and you are married to the same Spouse for a minimum of one year before your death, you will be treated as having been married throughout the one-year period ending on your Retirement date.

### ***If your spouse dies before you do***

If your pension benefit is in a Joint and Survivor form of payment and your Spouse dies before you, your pension benefit amount will be increased to the single life annuity amount payable as a Single Life Annuity with a 60 Certain Guarantee. This is commonly referred to as a "pop up" form of payment. The increase will be effective the month following the month of your Spouse's death.

If your Spouse dies, you must:

- Notify the Pension Fund Office as soon as possible; and
- Submit an original county-certified death certificate for your Spouse to the Pension Fund Office.



## 50% Joint and Survivor Benefit

The 50% Joint and Survivor Benefit provides a reduced monthly pension benefit for you for your lifetime so that, upon your death, your surviving Spouse will receive a monthly pension benefit for the rest of his or her lifetime equal to 50% of the monthly pension benefit amount that you were receiving during your lifetime.

Your monthly pension benefit under the 50% Joint and Survivor Benefit is actuarially reduced taking into consideration the difference between your age and your Spouse's age, as follows:

- For any type of pension benefit paid as a 50% Joint and Survivor Benefit **except** for a Disability Pension, your benefit is 90% of your benefit as calculated in the form of the Single Life Annuity with a 60 Certain Guarantee, plus 0.4% for each year that your Spouse is older, or minus 0.4% for each year that your Spouse is younger than you when your pension benefits begin (see example below).

- For a **Disability Pension** paid as a 50% Joint and Survivor Benefit, your pension benefit is 82% of your pension benefit as calculated in the form of the Single Life Annuity with a 60 Certain Guarantee, plus 0.4% for each year that your Spouse is older, or minus 0.4% for each year that your Spouse is younger than you when your pension benefits begin.

See Appendix D on page 51 for the actuarial reduction factors used in these calculations.

If you are married, the 50% Joint and Survivor Benefit is the normal form of payment.

### Example: 50% Joint and Survivor Benefit

You retire on July 1, 2019 at age 65 with 20 Years of Pension Credit, which makes you eligible for a Regular Pension (see page 13). Your Spouse is age 61 years old. You are considering a 50% Joint and Survivor Benefit as your form of benefit, which would be calculated as follows:

#### Step 1: Calculate Regular Pension (payable as a Single Life Annuity)

|                                                         |                   |
|---------------------------------------------------------|-------------------|
| 20 Years of Pension Credit                              | 20                |
| <i>Multiplied by benefit accrual rate</i>               | <i>x \$66.00</i>  |
| <b>Regular Pension payable as a Single Life Annuity</b> | <b>\$1,320.00</b> |

#### Step 2: Calculate Monthly Benefit Paid as a 50% Joint and Survivor Benefit

|                                                                      |                   |
|----------------------------------------------------------------------|-------------------|
| Regular Pension (from Step 1)                                        | \$1,320.00        |
| <i>Multiplied by 88.4% actuarial reduction factor (from page 51)</i> | <i>x 0.884</i>    |
| <b>Monthly pension benefit, payable for your lifetime</b>            | <b>\$1,167.00</b> |

**If you die before your Spouse**, he or she will receive a monthly benefit of 50% of this amount, or **\$583.50** (\$1,167.00 x 50%), which will continue until your Spouse's death or a total of 60 payments are made, whichever comes later.

**If your Spouse dies before you**, your monthly benefit will "pop-up" to **\$1,320.00** per month, payable for the remainder of your lifetime.

## 75% Joint and Survivor Benefit

The 75% Joint and Survivor Benefit provides a reduced monthly pension benefit for you for your lifetime so that, upon your death, your surviving Spouse will receive a monthly pension benefit for the rest of his or her lifetime equal to 75% of the benefit amount that you were receiving during your lifetime.

Your monthly pension benefit under the 75% Joint and Survivor Benefit is actuarially reduced taking into consideration the difference between your age and your Spouse's age as follows:

- For any type of pension benefit *except for a Disability Pension* paid as a 75% Joint and Survivor Benefit, your pension benefit is 85.5% of your pension benefit as calculated in the form of the Single Life Annuity with a 60 Certain Guarantee, plus 0.6% for each year that your Spouse is older, or minus 0.6% for each year that your Spouse is younger than you when your pension benefits begin.
- For a *Disability Pension* paid as a 75% Joint and Survivor Benefit, your pension benefit is 74.5% of your pension benefit as calculated in the form of the Single Life Annuity with a 60 Certain Guarantee, plus 0.5% for each year that your Spouse is older, or minus 0.5% for each year that your Spouse is younger than you when your pension benefits begin.

See [Appendix D on page 51](#) for the actuarial reduction factors used in these calculations.

## 100% Joint and Survivor Benefit

The 100% Joint and Survivor Benefit provides a reduced monthly pension benefit for you for your lifetime so that, upon your death, your surviving Spouse will receive a monthly pension benefit for the rest of his or her lifetime equal to the same benefit amount that you were receiving during your lifetime.

You **may not** elect this option if you are retiring with a Partial or Limited Pension.

Your monthly pension benefit under the 100% Joint and Survivor Benefit is actuarially reduced taking into consideration the difference between your age and your Spouse's age as follows:

- For any type of pension benefit *except for a Disability Pension* paid as a 100% Joint and Survivor Benefit, your pension benefit is 81% of your pension benefit as calculated in the form of a Single Life Annuity with a 60 Certain Guarantee, plus 0.7% for each year that your Spouse is older, or minus 0.7% for each year that your Spouse is younger than you when your pension benefits begin.
- For a *Disability Pension* paid as a 100% Joint and Survivor Benefit, your pension benefit is 67% of your pension benefit as calculated in the form a Single Life Annuity with a 60 Certain Guarantee, plus 0.5% for each year that your Spouse is older, or minus 0.5% for each year that your Spouse is younger than you when your pension benefits begin.

See [Appendix D on page 51](#) for the actuarial reduction factors used in these calculations.



## Comparison of the Joint and Survivor Benefit Options

The normal form of payment for married Plan participants is the 50% Joint and Survivor Benefit; however, you and your Spouse may reject that form of payment option and select one of the other optional forms if you wish.

Your Spouse's written consent witnessed by a notary public is required if you reject the 50% Joint and Survivor Benefit in favor of the Single Life Annuity with a 60 Certain Guarantee. Determining your payment option depends on your individual circumstances.

### Example: Comparison of the Joint and Survivor Benefit Options

John retires on July 1, 2019 at age 65 with 30 Years of Pension Credit and his Spouse is 64. John's Regular Monthly Pension in a Single Life Annuity with a 60 Certain Guarantee form of payment is \$1,980 (30 Years of Pension Credit x \$66 benefit accrual rate). Here is how each of the Joint and Survivor Benefit options compare:

|                                                       | 50% Joint and Survivor Benefit  | 75% Joint and Survivor Benefit   | 100% Joint and Survivor Benefit |
|-------------------------------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Actuarial Reduction Factor (from page 51)             | 89.6%                           | 84.9%                            | 80.3%                           |
| Monthly Benefit Payable to John for His Lifetime      | \$1,774.50<br>(\$1,980 x 89.6%) | \$1,681.50<br>(\$1,980 x 84.9%)  | \$1,590.00<br>(\$1,980 x 80.3%) |
| Monthly Benefit Payable to John's Wife Upon His Death | \$887.50<br>(\$1,774.50 x 50%)  | \$1,261.50<br>(\$1,681.50 x 75%) | \$1,590.00<br>(\$1,590 x 100%)  |
| Monthly Benefit Payable to John Upon His Wife's Death | \$1,980.00                      | \$1,980.00                       | \$1,980.00                      |

## Partial Lump Sum Payment Option

You may elect to receive between 1% and 10% of your pension benefit as an actuarial equivalent lump sum. If you elect this option, you **still receive a monthly pension benefit**. However, it is reduced to account for the Partial Lump Sum Payment.

The Partial Lump Sum Payment is calculated based on actuarial factors which change periodically, usually on July 1st of each year (and at other times as mandated by federal regulations). The Pension Fund Office staff is unable to predict whether the factors will increase or decrease.

If you elect the Partial Lump Sum Payment Option with a Joint and Survivor form of payment, your monthly pension benefit is computed after adjustment for the Partial Lump Sum Payment Option.

**You must elect or reject the Partial Lump Sum Payment Option on the election form provided by the Pension Fund at the time**

**you apply for your pension benefit.** Once your pension application and your election or rejection of the Partial Lump Sum Payment Option are approved by the Board of Trustees and your pension payments have begun, your decision cannot be changed—even *following subsequent reemployment*.

The following rules apply to the election of the Partial Lump Sum Payment:

- Only one Partial Lump Sum Payment will be awarded during your lifetime.
- If you are married, your Spouse must consent in writing to the election as witnessed by a notary public.
- The minimum Partial Lump Sum Payment amount is \$1,000. If the amount of the Partial Lump Sum Payment would be less than \$1,000, it may not be elected.
- The Partial Lump Sum Payment is generally an eligible rollover distribution and is subject to the rules discussed on [pages 38–39](#).

### Example 1: Partial Lump Sum Payment Option with Single Life Annuity with a 60 Certain Guarantee Payment Form

Sam, an unmarried participant, earned 25 Years of Pension Credit and retires on July 1, 2019. He is age 65 and is entitled to a Regular Pension under the Single Life Annuity with a 60 Certain Guarantee form of payment of \$1,650 per month (25 Years of Pension Credit x \$66 benefit accrual rate).

Sam elects the Partial Lump Sum Payment Option with 10% of his pension benefit paid to him as a lump sum.

**Sam's Monthly Pension, paid for his lifetime with 60 payments guaranteed is calculated as follows:**

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Regular Pension (Single Life Annuity)              | \$1,650.00        |
| Minus reduction for 10% lump sum (10% x \$1,650)   | – \$165.00        |
| <b>Monthly pension, payable for Sam's lifetime</b> | <b>\$1,485.00</b> |

**Sam's Partial Lump Sum Payment, payable when he retires, is calculated as follows:**

|                                                            |                    |
|------------------------------------------------------------|--------------------|
| Reduction to Sam's monthly pension benefit (10% x \$1,650) | \$165.00           |
| Multiplied by the age 65 actuarial factor*                 | x 169.5909*        |
| <b>Partial Lump Sum Payment (at 10%)</b>                   | <b>\$27,982.49</b> |

\* Partial Lump Sum Payments are based on factors determined by the Fund's actuary. These factors change periodically, usually on July 1 of each year (and at other times as mandated by federal regulations). This example uses a factor which is effective for pension benefits beginning July 1, 2019 through June 30, 2020.

### Example 2: Partial Lump Sum Payment Option with 50% Joint and Survivor Payment Form

Let's say that Sam in Example 1 above is married with a Spouse who is also age 65 when he retires. Because Sam is receiving his pension benefit in the 50% Joint and Survivor form, his monthly pension benefit is calculated by reducing the monthly pension benefit from Example 1, as follows:

|                                                                              |                   |
|------------------------------------------------------------------------------|-------------------|
| Monthly pension benefit adjusted for Lump Sum payment (from Example 1 above) | \$1,485.00        |
| Multiplied by 90% actuarial reduction factor (from page 51)                  | x .90             |
| <b>Monthly pension, payable for Sam's lifetime</b>                           | <b>\$1,336.50</b> |

**Upon Sam's death**, his surviving Spouse will receive a monthly pension of **\$668.50** (\$1,336.50 x 50%).

**If Sam's Spouse dies before he does**, his monthly benefit would "pop-up" to **\$1,485.00**.

The Partial Lump Sum Payment Option allows you to receive a reduced monthly benefit in exchange for taking part of your pension in a lump sum payment.

# Survivor Benefits

## If You Die Before Retirement

*What benefits does the Plan offer to my survivors if I die before receiving a pension benefit?*

If you are Vested, there are three types of survivor benefits payable before Retirement, but your Spouse or designated beneficiary is entitled to only one of these survivor benefits. There are no survivor benefits available if you are not Vested.

The types of pre-Retirement survivor benefits for Vested participants are:

- Pre-Retirement 50% Spouse's Benefit (for married participants only);
- Pre-Retirement 60 Certain Guarantee; or
- Death Benefit Pension.

Your Spouse or designated beneficiary must apply for the survivor benefit under the procedures provided on [pages 28–30](#).

## Pre-Retirement 50% Spouse's Benefit (Married Participants Only)

The Pre-Retirement 50% Spouse's Benefit provides a lifetime benefit to your surviving Spouse if you die before your pension benefit begins, provided you are Vested in the Plan and have been married to the same Spouse during the entire year preceding your death.

Benefit amounts are based on your age at the time of your death. If you are:

- **Age 60 or older**, the Pre-Retirement 50% Spouse's Benefit is equal to one-half of the 50% Joint and Survivor Pension benefit you would have received if you had retired the first day of the month in which you died, actuarially reduced for Early Retirement, if necessary (see example on next page).
- **Younger than age 60**, the benefit will be determined as if you were age 60 at the time of your death.

Benefit payments will be effective **the month following your death** (your Spouse does not have to meet a minimum age requirement to begin receiving benefits) and will continue until your Spouse's death.

Benefit payments to your Spouse are guaranteed for your Spouse's lifetime regardless of whether or not your Spouse subsequently remarries.



If you are Vested and die before Retirement, your Spouse or beneficiary may be entitled to one of the three available survivor benefits under the Plan.

### **Example: Pre-Retirement 50% Spouse's Benefit**

At the time of your death, you are exactly 61 years old with 15 Years of Pension Credit, which would have entitled you to an Early Retirement Pension (see page 15). At the time of your death, you had been married to your Spouse, who is the same age as you, for at least one year. Your Spouse's Pre-Retirement 50% Spouse's Benefit would be calculated as follows:

#### **Step 1: Calculate Early Retirement Pension (payable as Single Life Annuity)**

|                                                                  |                 |
|------------------------------------------------------------------|-----------------|
| 15 Years of Pension Credit x \$66 benefit accrual rate           | \$990.00        |
| Multiplied by actuarial reduction factor (from page 50)          | x .7333         |
| <b>Early Retirement Pension Payable as a Single Life Annuity</b> | <b>\$726.00</b> |

#### **Step 2: Calculate Monthly Benefit Paid as a 50% Joint and Survivor Benefit**

|                                                             |                 |
|-------------------------------------------------------------|-----------------|
| Early Retirement Pension (from Step 1)                      | \$726.00        |
| Multiplied by 90% actuarial reduction factor (from page 51) | x .90           |
| Monthly benefit that would have been payable to you         | <b>\$653.50</b> |
| Multiplied by 50% (reduced by half, as described above)     | x .50           |

|                                                                                  |                 |
|----------------------------------------------------------------------------------|-----------------|
| <b>Monthly survivor benefit that would be payable for your Spouse's lifetime</b> | <b>\$326.25</b> |
|----------------------------------------------------------------------------------|-----------------|

### **Pre-Retirement 60 Certain Guarantee**

**If you die after reaching age 60**, the Pre-Retirement 60 Certain Guarantee provides your designated beneficiary a monthly benefit payable for a total of 60 payments equal to the amount of the pension benefit for which you were qualified if, at the time of your death, you are Vested in the Plan and:

- Not married; or
- Married for less than one year.

The benefit becomes effective on the first day of month following your death. If your designated beneficiary dies before receiving a total of 60 monthly payments, payments will continue until a total of 60 monthly payments have been made. If there are no designated beneficiaries, payments are made as described under the Single Life Annuity with 60 Certain Guarantee on page 19.



## Death Benefit Pension

If you die before reaching age 60, a Death Benefit Pension will be payable to your designated beneficiary if you are Vested in the Plan and you are:

- Not married; or
- Married, but your Spouse is not eligible for the Pre-Retirement 50% Spouse's Benefit; and you:
  - Have 10 or more Years of Pension Credit; and
  - Earned at least  $\frac{1}{4}$  Year of Pension Credit in the calendar year in which you die or the immediately preceding two calendar years.

The amount of the Death Benefit Pension is equal to your Years of Pension Credit multiplied by \$345. This amount is divided by 60 and paid to your designated beneficiary in 60 equal monthly payments.

If your designated beneficiary dies before receiving 60 monthly payments, payments will continue to the surviving designated beneficiary(ies) in equal shares until a total of 60 monthly pension payments have been made. If there are no designated beneficiaries, payments are made as described under the Single Life Annuity with 60 Certain Guarantee on [page 19](#).

## If You Die After Retirement

If you die after your pension benefit payments start, payments are made to your Spouse or other designated beneficiary in accordance with the form of payment in effect at your death. See *How Your Benefit Is Paid* beginning on [page 19](#) for more details.

## Are there any additional death benefits payable from the Plan if I die after I retire?

### Lump Sum Death Benefit

In addition to any survivor benefits payable under your form of pension payment, the Plan pays a Lump Sum Death Benefit of \$2,000 to your designated beneficiary if you die after you have begun to receive pension benefits under the Plan.

**Your designated beneficiary can receive a \$2,000 Lump Sum Death Benefit if you die after you have begun to receive your pension.**

If you have no designated beneficiary or surviving designated beneficiary, the Lump Sum Death Benefit shall be paid in the following order of preference:

- a. your surviving Spouse, or if none, then to
- b. your surviving Child or Children (in equal shares), or if none, then to
- c. your surviving parents (in equal shares), or if none, then to
- d. the beneficiary or beneficiaries (in equal shares) that you designated to receive benefits under the Welfare Fund.

If there is no surviving Spouse, Children, parents, or Welfare Fund beneficiary, the Lump Sum Death Benefit may be paid to the individual who provides proof to the Trustees that he or she paid your funeral expenses. Payment can also be made directly to the funeral home for your funeral expenses. In either of these cases, the Lump Sum Death Benefit is limited to the amount of the funeral expenses.

If you are eligible for a Lump Sum Death Benefit under this Plan **and** under the Chicago Regional Council of Carpenters Pension Fund, only \$1,500 is payable from this Plan with an additional \$1,500 payable from the Chicago Regional Council of Carpenters Pension Fund—for a combined total Lump Sum Death Benefit of \$3,000.

# Applying for a Benefit

## *How do I apply for a pension?*

To apply for a pension benefit or a survivor benefit, write, call or email the Pension Fund Office for an application packet at the following:

Chicago Regional Council of Carpenters  
Millmen Pension Fund  
12 East Erie Street  
Chicago, Illinois 60611  
Telephone: 312-787-9455, menu option 4  
Email: [pension@crccbenefts.org](mailto:pension@crccbenefts.org)

## *How can I make a decision about the form of payment I would like to receive?*

The Pension Fund Office will provide you with a written notification about your pension benefits no more than 180 days but no fewer than 30 days before your pension effective date (Annuity Starting Date). This written notification will include:

- The terms and conditions of the 50%, 75% and 100% Joint and Survivor Benefit;
- Your right to waive the 50% Joint and Survivor Benefit;
- Your Spouse's rights, including the right to consent to or deny consent to a waiver of the 50% Joint and Survivor Benefit;
- Your right to revoke a previous election to waive the 50% Joint and Survivor Benefit;
- The relative values of the optional Retirement benefits under the Plan; and
- Your right to defer receipt of a distribution from the Plan and the consequences of failing to defer receipt of your distribution.

Please submit your application for benefits and all supporting documentation to the Pension Fund Office at least 90 days in advance of the date on which you plan to retire.

The Pension Fund Office will provide you with estimates of your pension benefit payable in the different forms available under the Plan and the election forms to indicate your payment option choices. These estimates will give you a comparison of the pension benefits available to you so that you can make an informed decision.

Before a pension benefit can be paid, you must submit a completed application for benefits and furnish the Pension Fund Office with **all** of the required supporting documentation. Once the Pension Fund Office receives your pension application, you will receive a letter acknowledging receipt of the application and requesting any additional information needed to process your application. **Any original documents that you submit, such as a marriage license or birth certificate, will be returned to you along with the acknowledgment letter** (via traceable mail through the U.S. Post Office).

Once the Pension Fund Office receives all of the necessary information, it may take up to 60 days to process your application.

All pensions begin on the first day of the month. Your pension effective date is the month for which you are first entitled to benefits. In general, your pension effective date will be determined by the date that your application is **received** in the Pension Fund Office. Your pension award date is the date on which your first pension payment is actually issued. If your award date is later than your effective date, your first check will include any retroactive payments or adjustments that may be due.

If you have retired and delayed receiving your pension benefit until after your Normal Retirement Age and you do not work in prohibited employment after your Normal Retirement Age, you will receive an adjusted pension benefit. The options for an adjusted pension benefit are provided to you once the Pension Fund Office receives your completed application.

Federal regulations require the Pension Fund to furnish you with a written explanation of the pension benefit types available under the Plan no less than 30 days and no more than 180 days before your pension *effective* date. If you wish, you may waive the minimum 30-day period in favor of a seven-day period. If you are married you must have your Spouse's written consent to do so. Due to this federally regulated time frame, your application must be **received** in the Pension Fund Office at least 30 days prior to your pension *effective* date unless you (and, if you are married, your Spouse) waive the 30-day election period. If the 30-day election period is waived, your application must be **received** in the Pension Fund Office at least seven days prior to your desired pension benefit *effective* date.

Please also be aware that the election period runs for a maximum of 180 days. Therefore, your application is only valid for 180 days from the date that the Pension Fund Office sends you the application. If your completed application **and** all of the required supporting documentation are not received in the Pension Fund Office within the 180 day time frame, you **must** request a new application packet and restart the application process from the beginning.

**The Fund recognizes that these federally regulated time frames are complex. Therefore, it is recommended that you submit your application and all required supporting documentation at least 90 days in advance of the date on which you plan to retire and start your pension benefit.**

After your application has been processed you will receive written notification of the approval or denial of your application from the Board of Trustees.

## ***Disability Pensions***

In general, a Disability Pension is effective on the first day of the **fifth** month following the month in which the Disability began provided that you are not receiving Short Term Disability Benefits from the Chicago Regional Council of Carpenters Welfare Fund at that time.

The Trustees will determine whether a Disability is a total and permanent Disability based on a Social Security Title II Disability Award or medical records and any other relevant evidence submitted and the opinion of the Plan's independent medical consultant that the applicant is Disabled.

## ***What is the effect of Short Term Disability Benefits from the Chicago Regional Council of Carpenters Welfare Fund on my pension's effective date?***

You are limited to a maximum of six days of Short Term Disability Benefits from the Chicago Regional Council of Carpenters Welfare Fund (the "Welfare Fund") in the month that your pension benefit commences.

After the initial month of pension benefit commencement, you are **not** eligible to receive any further Short Term Disability Benefits from the Welfare Fund.

Therefore, pension benefits (for **all** pension types) will not be effective until at least the first day of the month following any month in which seven or more days of Short Term Disability Benefits are received from the Welfare Fund. Waiting until the Short Term Disability Benefit ends before filing your pension application may delay your pension benefit effective date.



***Will my pension have to begin by a certain date?***

Yes. The Plan will begin payment of your pension benefit by April 1 following the year in which you reach age 70½, even if you have not applied for a pension benefit by that date. You can continue to work beyond that date. However, you will receive a pension benefit while you are working. Any work beyond that date **will not** be considered prohibited employment. If you are Vested, have not applied for a pension benefit and have reached the April 1 following the date that you attain age 70½, your pension benefit payments will begin as soon as the Pension Fund Office can locate you. Please keep your current address up to date with the Pension Fund Office.

You must begin receiving your pension no later than the April 1 following the year in which you reach age 70½.

***Must I submit any information with my pension application?***

Yes. Instructions describing the types of information, including acceptable proof of age, will be given to you with your application. If you want your pension benefits paid as a Joint and Survivor Benefit, you also must submit proof of your Spouse's age and proof of your marriage.

If you knowingly make any false statement concerning any fact which is material to your pension benefit claim, the Board of Trustees has the right to recover any payment that was made based on that false statement.

***When should an application for survivor pension benefits be made?***

A written application for survivor pension benefits must be submitted by the Spouse or designated beneficiary to the Trustees as soon as possible after the date of your death.



# Denial of Benefits/Appeal Procedures

## ***Are the denial and appeal procedures the same for all benefits?***

While the basic procedures are the same for all pension benefits, the applicable time frames for Disability Pensions are different than those for other pension benefits, as explained in the following sections.

## ***Non-Disability Application for Pension Benefits***

If your application for a non-Disability pension benefit is denied, you will be informed of the denial in writing within 90 days of the date that your pension application is received by the Pension Fund Office. Within the 90-day period, a notice of the Trustee's decision will be mailed to you. If an extension of time to make a decision is needed by the Trustees, within the 90-day period a notice will be mailed to you that:

- Provides the special circumstances requiring a delay in the decision; and
- Sets a date, no later than 180 days after your pension application was initially received, when you can expect to receive a decision.

## ***Disability Application for Benefits***

For Disability Pension applications, a notification about the decision on your application for Disability Pension benefits will be mailed to you within 45 days of the date that your application for Disability Pension benefits is received by the Pension Fund Office. If the Trustees need additional information to make a decision regarding your Disability Pension application, you will be notified in writing of what additional information is needed. You will have at least 45 days to provide the requested additional information. The Trustees' 45-day deadline for making a decision on your Disability Pension application is suspended while the Trustees are waiting for additional information from you. If you do not provide the requested additional information, your Disability Pension application will be denied within 30 days of your deadline to provide the requested additional information.

The Trustees may determine that an extension of time is necessary to make a decision about your Disability Pension application. The Trustees are allowed two extensions of time for 30 days in each such case. You will be notified of the necessity of the extension of time before the end of the initial 45-day period if the first extension is required and before the end of the additional 30-day period if the second extension is required.

**If the Trustees deny your request for pension benefits and you wish to appeal the decision, you must follow the Plan's appeal procedures.**

***What will I receive if my application for non-Disability Pension benefits is denied?***

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 Plan's appeal procedures.

If your application for non-Disability Pension benefits is denied in whole or in part, you will receive a written notice no later than 90 days after your application of benefits was received by the Pension Fund Office. The notice will:

- Contain the reason or reasons for the decision;
- Refer to specific Plan provisions on which the decision is based;
- Notify you of any additional information that is needed to reconsider your application (if applicable);
- Notify you of the Plan's appeal procedures and the time limits applicable to such procedures;
- Notify you of your right to have an attorney or other individual represent you (provided that you authorize the representation in writing and send a copy of the authorization to the Pension Fund Office); and
- Notify you of your right to bring a civil action under ERISA if your appeal is denied.

***What will I receive if my application for Disability Pension benefits is denied?***

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

If your application for benefits is denied in whole or in part, you will receive a written notice no later than 45 days after your application of benefits was received by the Pension Fund Office.

The notice will be provided in a culturally and linguistically appropriate manner and shall include:

- The reason or reasons for the decision, including an explanation for disagreeing with or not following:
  - The views presented by you to the Plan of health care and vocational professionals who treated or evaluated you;
  - The views of medical or vocational experts obtained by the Plan in connection with the decision, without regard to whether the advice was relied upon in making the decision; and
  - A Disability determination regarding you made by the Social Security Administration and presented by you to the Plan.
- A reference to specific Plan provisions on which the decision is based;
- If an internal rule, document, guideline, protocol, or other criterion was relied on in making the denial, either the rule, document, guideline, protocol or criterion itself, or a statement that it was relied on and that a copy of it will be provided free of charge upon request;
- If the denial was 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, applying the terms of the Plan to your medical circumstances, or a statement that such an explanation will be provided free of charge upon request;
- Detailed description of the Plan's appeal procedures;
- A statement of your right to bring a civil action under ERISA Section 502(a);
- 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; and
- A description of additional information or material necessary to complete the claim (if any), along with an explanation of why such information or material is necessary.

### ***How do I appeal the denial of my benefits?***

If your pension application has been denied in whole or in part, you have the right to appeal for a full and fair review of the denial decision. You may appeal a denial decision by submitting an appeal request to the Board of Trustees. Your appeal request should be sent to:

Board of Trustees  
Chicago Regional Council of Carpenters  
Millmen Pension Fund  
Attention: Administrator  
12 East Erie Street  
Chicago, Illinois 60611

#### **Your appeal request must be in writing.**

It should include the specific reasons why you believe that the denial was improper. You may submit any additional documents you believe are relevant to your appeal, as well as submitting written issues and comments.

Your failure to file a written request for appeal within the following time frames will be deemed a waiver of your right to appeal:

- **For non-Disability Pensions**, your appeal request must be received by the Pension Fund Office within 90 days of the date of the denial notice.
- **For Disability Pensions**, your appeal request must be received by the Pension Fund Office within 180 days of the date of the denial notice.

### ***What happens after my request for appeal is received?***

You will receive a letter acknowledging receipt of your appeal request.

The Board of Trustees meets quarterly. Your appeal will be heard at the next Board of Trustees meeting following the receipt of your appeal request, unless your appeal request is received within the 30 days immediately preceding the meeting date. If your appeal request is received within the 30 days immediately preceding the meeting date, your appeal will be heard at the second Board of Trustees meeting following the date your appeal request is received. If special circumstances require a further extension, your appeal will be decided no later than the third Board of Trustees meeting following receipt of your appeal request.

Notice of the Board of Trustees' determination will be mailed to you as soon as possible following the Board of Trustees meeting, but no later than five business days after the decision is made.

**For a non-Disability claim:** If your application for non-Disability Pension benefits is denied in whole or in part, you will receive a written notice which will:

- Contain the reason or reasons for the decision;
- Refer to specific Plan provisions on which the decision is based;
- Notify you of any additional information that is needed to reconsider your application (if applicable);
- Notify you of the Plan's appeal procedures and the time limits applicable to such procedures;
- Notify you of your right to have an attorney or other individual represent you (provided that you authorize the representation in writing and send a copy of the authorization to the Pension Fund Office); and
- Notify you of your right to bring a civil action under ERISA if your appeal is denied.

**For a disability claim:** The Board of Trustees' review must consider all comments and records you submit in your written appeal and shall not defer to the initial claim determination. If the initial decision was based on medical necessity or appropriateness, the Board of Trustees (or appeals committee) may consult an independent medical expert who is not the same independent medical expert who was consulted on the initial review of the claim or a subordinate of that individual.

Before issuing a denial on appeal the Trustees shall provide you, free of charge, with the following items:

- Any new or additional evidence considered, relied upon, or generated by the Trustees in connection with the claim;
- Any new or additional rationale for a denial, provided that such rationale is the basis for the denial on appeal.

Such additional evidence or rationale will be provided as soon as possible and sufficiently in advance of the deadline for issuing a decision on appeal so that you will have an opportunity to respond. If the additional information is provided to you within 30 days of the next quarterly meeting of the Board of Trustees, the appeal determination will be postponed until the subsequent quarterly meeting.

If the Trustees partially or wholly deny your appeal for benefits, you will receive a written notice, provided in a culturally and linguistically appropriate manner, which will include:

- The reason or reasons for the decision, including an explanation for disagreeing with or not following:
  - The views presented by you to the Plan of health care and vocational professionals who treated or evaluated you;
  - The views of medical or vocational experts obtained by the Plan in connection with the decision, without regard to whether the advice was relied upon in making the decision; and
  - A disability determination regarding you made by the Social Security Administration and presented by you to the Plan.

The Board of Trustees' decision is binding on all parties to the decision. No legal action may begin until you have exhausted all of the Plan's appeal procedures. No legal action may be brought more than 12 months after the Trustees decide your appeal.

- A reference to specific Plan provisions on which the decision is based;
- If an internal rule, document, guideline, protocol, or other criterion was relied on in making the denial, either the rule, document, guideline, protocol or criterion itself, or a statement that it was relied on and that a copy of it will be provided free of charge upon request;
- If the denial was 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, applying the terms of the Plan to your medical circumstances, or a statement that such an explanation will be provided free of charge upon request;
- Detailed description of the Plan's appeal procedures;
- A statement of your right to bring a civil action under ERISA Section 502(a), including a description of the 12-month limitation period for you to bring a civil action and the calendar date on which the 12-month limitation period expires;
- 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; and
- A description of additional information or material necessary to complete the claim (if any), along with an explanation of why such information or material is necessary.

**The Trustees' decision on appeal is binding on all parties to the decision. No legal action may begin until all Plan appeal procedures have been exhausted and no later than 180 days after you received the Trustees' decision on appeal.**

# Returning to Work After Retirement

## ***Can I return to work and still continue to receive my pension?***

**Before returning to work in Covered Employment, you should obtain a determination from the Pension Fund Office as to whether or not the work will be considered “prohibited employment.”**

If you work in prohibited employment after you retire or you remain in Covered Employment after age 65 and have not applied for a pension benefit, you will be disqualified from receiving your monthly pension benefit.

Prohibited employment (if you are receiving a non-Disability Pension) differs depending on your age, as described below:

- **Before reaching age 65**, prohibited employment means employment, self-employment or other business activity in the trade or craft as a carpenter millman or other business activity covered by a collective bargaining agreement or participation agreement in any geographic location.
- **At or after reaching age 65 until reaching age 70½**, prohibited employment means employment, self-employment or other business activity of 40 hours or more in a month in the same industry in which you were employed while under the Plan at the time your pension commenced, in the same trade or craft (or supervisory activities) in which you are employed at any time while covered under the Plan, and in the same geographic area covered by the Plan.
- **After age 70½**, no types of employment are prohibited as of the date you reach age 70½.

**If you are receiving a Disability Pension, different work restrictions apply.** See [page 37](#) or contact the Pension Fund Office to determine the work in which you may engage and still receive your Disability Pension.

Depending on your age, the type of work, and the number of hours you work, your pension may be suspended if you return to work after beginning your pension.

The following are examples of prohibited employment in all cases before reaching age 65 and after reaching age 65 if the criteria noted previously are satisfied:

- Acting as a building inspector for a contractor;
- Working as a project manager, supervisor or superintendent for a contractor;
- Working as an Employee of the Chicago Regional Council of Carpenters Pension Fund, the Chicago Regional Council of Carpenters Welfare Fund, the Chicago Regional Council of Carpenters Apprentice Training Program, the Regional Council, or any local union unless allowed under the UBC constitution; and
- Serving as a member of the Regional Council's Executive Board, delegate to the Regional Council or the Chicago Federation of Labor, business agent, or local union trustee, or as an officer of any local union.

The Trustees have determined that it is appropriate to expand the list of activities that do not constitute prohibited employment.

### **The Plan specifically permits you to engage in the following activities:**

- Building Inspector for a state, county or municipality;
- Inspector: for home purchase or sale; for reviewing plans for code compliance; of building or machinery regarding repairs;
- Sales, provided you are not involved in any installation;
- Picket duty or serving as an officer of a union provided you are not receiving a pension under the United Brotherhood of Carpenters Plan;
- Draftsman/CAD Designer;
- Safety Director;
- Member of a corporate board of directors;
- Passive owner of a business in the construction industry, provided you have no active management responsibilities and receive no compensation for services;
- Officer of a corporation, provided you do not actively work with tools; or
- Consultant regarding viability of a project.

If you return to prohibited employment after you have begun to receive your pension benefit, your monthly pension benefit will be withheld, or suspended, for each month that you are so employed. After age 65, your pension will also be withheld if you remain in Covered Employment that qualifies as prohibited employment and have not applied for a pension benefit.

You must notify the Board of Trustees of your return to work within 30 days from the date on which employment began, regardless of the number of hours you intend to work in a month.

If it is determined that you are working in prohibited employment and failed to notify the Trustees, the Trustees will attempt to determine when your employment began and your entitlement to pension benefits ended. It may be assumed that you had been working enough hours to disqualify you from receiving your pension benefit. You will be allowed to present evidence refuting any such assumption.

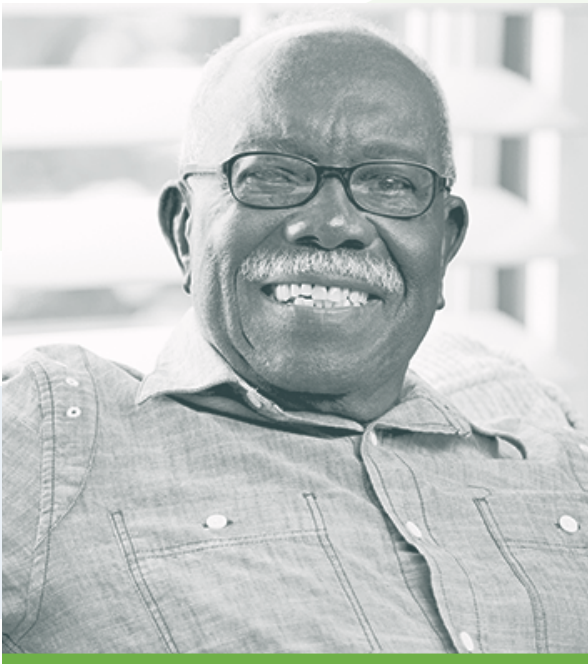
If your pension benefits are suspended, the Pension Fund Office will provide you with a notice describing the reason for the suspension along with other information about the suspension of benefits. You can request a review of a decision to suspend your pension benefits by making a written request for review. The request for review **must be received by** the Pension Fund Office within 90 days of your receipt of the notice of suspension. The request for review will be processed in the same manner as an appeal of a pension benefit denial ([see page 31](#) for more information).

**It is important to understand that if you work in prohibited employment and receive a pension benefit, you are obligated to repay the *full* pension benefit amounts received during the months of prohibited employment.**

The Board of Trustees has the right to recover all pension benefit payments that were improperly received during a period of prohibited employment, including the right to use offsets against future pension benefit payments. Upon your return to Retirement, the Trustees may withhold the first pension benefit payment plus, if necessary, an amount from your future pension benefit payments, equal to up to 25% of each subsequent pension benefit payment. If you die before the entire amount owed is recovered, any pension benefits payable to your surviving Spouse or beneficiary will be withheld or reduced.

**Before returning to work, you should obtain a determination from the Pension Fund Office as to whether or not the work will be considered prohibited employment.**

To obtain the determination, you should submit a **written** description of the work to the Pension Fund Office. The Pension Fund Office will send you a written determination letter within 30 days of the receipt of your request. If you disagree with the determination, you have a right to request a review of the determination within 90 days, as described in the previous column.



### ***Do the same work restrictions apply to Disability Pensions?***

If you retire with a Disability Pension, your benefits will be suspended if you work in prohibited employment.

You can work and have earnings from non-carpentry type employment while receiving a Disability Pension provided that earnings from such employment do not exceed the Social Security Administration's "substantial gainful activity" (SGA) limit, as adjusted annually. Contact the Social Security Administration or the Pension Fund Office if you have questions about the current earning limit.

If you are receiving a Disability Pension and start working, you must report your earnings to the Trustees in writing within 15 days after the end of any month in which you have earnings. If you do not, and the Trustees determine that there was no good reason why you didn't report your earnings, you will not receive any benefits for 12 months in addition to the months in which you had earnings.

### ***What must I do to resume my pension benefits after my prohibited employment ends?***

If you leave prohibited employment and want to resume your pension benefits, you must file a Reinstatement Application at least 60 days before you want your pension benefit payments to start. Contact the Pension Fund Office to request this application. Payments will begin on the first of the month following the **later** of:

- The first day of the month following the month you stopped working in prohibited employment;
- The date upon which proper application is received in the Pension Fund Office; or
- The end of any added period of suspension imposed by the Trustees (if before age 65).

If you have reached age 65, the initial reinstatement payment will include any amounts due for months following the month you stopped working in prohibited employment before your reinstatement application was received by the Plan, less any repayment due for an offset as described above.

### ***If I return to prohibited employment, will my pension benefit be recalculated when I resume my Retirement?***

Monthly pension benefit amounts after a suspension of benefits will be recalculated in the following circumstances:

- If you returned to Covered Employment and earned any additional Pension Credit, your monthly pension benefit amount will be adjusted for the additional Pension Credit.
- If your initial non-Disability Retirement was before Normal Retirement Age, and your pension benefit had been suspended for at least three months, your monthly pension benefit amount will be adjusted for your age when your pension benefit begins again (up to Normal Retirement Age).

Your post-suspension monthly pension benefit amount will be actuarially adjusted to take into account pension benefit payments received before your return to prohibited employment. The actuarial factors used for such adjustments are listed in [Appendix E on page 52](#).



# Additional Information About the Pension Plan

## Rollovers

### ***Can I roll over my distribution tax-free to an IRA or other qualified plan?***

Distributions that are eligible for tax-free rollover from the Plan to an IRA or another tax-qualified plan are the: Death Benefit Pension, Lump Sum Death Benefit, Pre-Retirement 60 Certain Guarantee, Partial Lump Sum Payment, and any total lump sum payments of \$1,000 or less. Benefits in the form of a lifetime monthly annuity are not eligible for rollover.

You may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan, as described below:

### **Distributions to an Employee or former Employee, surviving Spouse, or to a former Spouse who is the alternate payee under a QDRO can be rolled over to:**

- An individual retirement account (IRA) described in Code Section 408(a);
- An individual retirement annuity described in Code Section 408(b);
- An annuity plan described in Code Section 403(a);
- A qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution;
- An annuity contract described in Code Section 403(b);
- An eligible plan under Code Section 457 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 accounts transferred into such plan from this Plan; and
- Effective December 31, 2007, a Roth individual retirement account or annuity (Roth IRA).

A rollover is the process of moving an eligible distribution from the Plan into an individual retirement account (IRA) or another qualified plan. Rolling over your distribution allows you to keep your benefit tax-deferred, unless your rollover is to a Roth IRA.

### **Distributions to a non-Spouse beneficiary can only be rolled over to:**

An individual retirement account or annuity that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA under the provisions of Section 408(d)(3)(C) of the Internal Revenue Code.

A payment that is eligible for rollover can be taken in one of two ways. You can have your payment paid in a direct rollover or paid to you directly. This choice will affect the tax you owe:

#### **• If you choose a direct rollover to an IRA or other qualified plan:**

- Your payment will be taxed later when you receive a distribution, unless your rollover is to a Roth IRA.
- You may avoid a 20 percent withholding tax and additional 10 percent excise tax (if applicable for an early distribution) by rolling over the taxable portion of your distribution directly to an eligible retirement plan that accepts rollovers.
- Your payment will not be taxed in the year the distribution is made and no income tax will be withheld, unless the direct rollover is to a Roth IRA. However, you will be taxed later when you take a distribution from the IRA.

- **If you choose to have your benefit paid to you:**

- You will receive only 80 percent of the payment, because federal law requires that the Plan withhold 20 percent of the payment and send it to the Internal Revenue Service as income tax withholding to be credited against your taxes;
- Your payment will be taxed to you in the year the distribution is made. If you receive a payment before age 59½, you also may have to pay an additional 10 percent federal excise tax for early withdrawal (plus any applicable state penalty tax for an early withdrawal). If you terminate employment during or after the calendar year in which you attain age 55, you may receive payment without the additional 10 percent federal excise tax;
- Alternatively, you may roll over the distribution by paying it within 60 days of receiving the payment to your IRA or to another qualified retirement plan that accepts your rollover, and the amount will not be taxed until you take it out of the qualified retirement plan unless, as noted above, you rollover your payment to a Roth IRA; or
- If you want to roll over 100 percent of the payment to a qualified plan that accepts your rollover within 60 days of the date you receive payment, you must find other money to replace the 20 percent that was withheld. (If you roll over only the 80 percent that you received, you will be taxed on the 20 percent that was withheld and is not rolled over.)

Federal law requires the Pension Fund Office to provide you with a timely “Special Tax Notice Regarding Plan Payments” that describes your rights and obligations regarding rollovers and withholding requirements. To determine what is best for you, you should discuss your particular circumstances with your tax advisor. The Trustees or the Pension Fund Office staff can only inform you of your options and the Plan provisions; they cannot advise you as to what actions you should take.

## **If You Leave Employment to Enter Military Service**

### ***What happens if I leave Covered Employment to enter the military?***

If you are on active military duty, you are entitled to certain rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”).

Generally if you return to work within five years after you enter uniformed service, you have a right to be reinstated at the level where you would have been if you had not left for military service, if you notified your Employer that you were going into service, receive an honorable discharge and return to employment within one of the following time frames:

- 90 days from the date of discharge, if the period of service is more than 181 days;
- 14 days from the date of discharge, if the period of service was 31 days or more but less than 180 days; or
- One day after discharge (allowing eight hours for travel) if the period of service was less than 31 days.

If you are hospitalized or convalescing from an injury caused by active duty, these time limits may be extended up to two years.

Under the military service rules, not only will you be credited with the service required to prevent a Break in Service, but you will also receive Pension Credits. (For more details, [see page 6](#) in the *Earning a Pension Benefit* section.) However, in order to receive Pension Credits for your absence, you must apply for reemployment with a contributing Employer within the time required by law, bring your claim to the attention of the Trustees, and provide satisfactory evidence of your military service.



### ***The HEART Act***

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 of 2008 (the “HEART” Act). 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.

In accordance with the HEART Act, if you die or become Disabled while in qualified military service, the Plan will treat you as if you had returned to Covered Employment on the day preceding the day you die or become Disabled and then terminated employment on the next day. If you die while in qualified military service, your beneficiaries will receive any survivor benefits that would have been provided to you under the Plan if you had resumed employment and terminated employment upon death.

### **Verification of Existence**

Each person receiving monthly pension benefits from the Plan (or, in the case of a mentally or physically incapacitated individual, the legal representative) must submit from time to time on request of the Trustees, a sworn statement of his or her existence, including a statement that he has not engaged in prohibited employment. If such statement is not submitted to the Pension Fund Office within 60 days after the date such request is mailed to the last address of the individual appearing on the records of the Trustees, all future pension benefits will be terminated until such statement is submitted and approved by the Trustees.



# Administrative Information

The following information is provided to help you identify the Pension Plan and the people who are involved in its operation as required under the Employee Retirement Income Security Act of 1974 (ERISA).

**Plan Name.** This Plan is known as the Chicago Regional Council of Carpenters Millmen Pension Fund.

**Plan Sponsor and Administrator.** The Board of Trustees is responsible for the operation of the Plan and serves as both the Plan Sponsor and Plan Administrator. The Board of Trustees consists of an equal number of Union and Employer representatives selected respectively,

by the Chicago Regional Council of Carpenters and Employer Associations who have entered into collective bargaining agreements that relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and phone number below:

Board of Trustees  
Attention: Ms. Kristina M. Guastaferr  
Chicago Regional Council of Carpenters  
Millmen Pension Fund  
12 East Erie Street  
Chicago, Illinois 60611  
Telephone: 312-787-9455

**Trustees.** As of July 1, 2019, the Trustees of the Pension Fund are:

| <i>Union Trustees</i>                                                                                                                            | <i>Management Trustees</i>                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Gary Perinar</b><br>(Chairman of the Board of Trustees)<br>Chicago Regional Council of Carpenters<br>12 East Erie Street<br>Chicago, IL 60611 | <b>Robert G. Parenti</b><br>(Secretary of the Board of Trustees)<br>Parenti & Raffaelli, Ltd<br>215 East Prospect Avenue<br>Mount Prospect, IL 60523 |
| <b>Jeffrey Isaacson</b><br>Chicago Regional Council of Carpenters<br>12 East Erie Street<br>Chicago, IL 60611                                    | <b>Frank Huschitt III</b><br>Imperial Woodworking Co.<br>310 North Woodwork Lane<br>Palatine, IL 60067                                               |
| <b>James Cooper</b><br>Chicago Regional Council of Carpenters<br>12 East Erie Street<br>Chicago, IL 60611                                        | <b>D. J. O'Keefe</b><br>Star Moulding and Trim Company<br>6606 West 74th Street<br>Bedford Park, IL 60638                                            |

**Plan Serial Number.** The Plan serial number assigned to the Plan by the Board of Trustees pursuant to instruction of the Internal Revenue Service is 001.

**Employer Identification Number.** The employer identification number assigned to the Plan by the Internal Revenue Service is 36-6605523.

**Agent for Service of Legal Service.** If legal disputes involving the Plan arise, any legal documents should be served upon the Administrator, Ms. Kristina M. Guastaferr, at the address of the Chicago Regional Council of Carpenters Millmen Pension Fund. Such documents may also be served upon any of the individual Trustees.

**Collective Bargaining Agreement.** The Plan is maintained pursuant to collective bargaining agreements between the Employer Associations and the Regional Council. Employer contributions finance the benefits described in this booklet. The Pension Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of participants working under the collective bargaining agreement. Copies of the collective bargaining agreement may be obtained upon written request to the Pension Fund Office and are available for examination by participants.

**Funding of the Plan.** The benefits described in this booklet are provided through Employer contributions. The amount of Employer contributions is determined by the applicable provisions of the collective bargaining agreements or other written agreement negotiated by the Chicago Regional Council of Carpenters and the Employer Association.

***You are not required or allowed to contribute to the Plan.***

**Pension Fund Assets and Reserves.** All assets are held in the trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses. Trust Fund Assets are invested by professional investment managers selected by the Board of Trustees and monitored by the Board of Trustees and the Fund's Investment Consultant.

**Plan Year.** The accounting records of the Plan are kept on a Plan year basis beginning each July 1 and ending the following June 30.

**Type of Plan.** This is a defined benefit plan maintained for the purpose of providing Retirement benefits to eligible participants. The benefits are determined according to a specific formula stated in the Plan Document.

**Eligibility and Benefits.** The type of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are fully described in this booklet. Participation in the Plan does not constitute a guarantee of employment.

**Administration/Interpreting the Plan.**

Only the Board of Trustees is authorized to interpret the Plan described in this booklet and has broad discretion to do so. No Employer, Union or other representative is authorized to interpret this Plan or speak for or commit the Board of Trustees on any matter relating to the Pension Fund or Plan.

Any information you request about the Plan will be provided in writing and signed by the **Trustees**. Under the Trust Agreement, the Trustees (or persons acting for them, such as a claims appeal committee) have sole authority and discretion to make final decisions regarding any pension applications, any interpretation of Plan benefits, the Trust Agreement and any other regulations, procedures or administrative rules adopted by the Trustees. Benefits under the Plan will be paid only if the Trustees in their discretion conclude that the applicant is entitled to them.

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.

**Right to Amend the Plan.** 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 the Plan members in accordance with any applicable law. If the Plan is amended, you will be notified in writing.

**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.

If this Plan were to terminate and merge or consolidate with (or transfer assets or liabilities to) any other plan, you will receive 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.

**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 Document.

**Minimum Distribution Requirements.**

Federal law requires payments from this Plan to begin within certain time frames and in certain forms of distribution. All distributions from the Plan comply with these requirements, as stated in the Plan Document.

**Non-Alienation of Benefits.** The Pension Plan contains a provision prohibiting any transfer, assignment, sale or attachment of a pension benefit, except in the case of a Qualified Domestic Relations Order (“QDRO”).

Usually a QDRO relates to the settlement agreement in the case of a divorce or child support. ***If your interest in the Plan is determined to be subject to a QDRO, which requires all or part of your benefit*** to be paid to an “alternate payee” (as defined in ERISA), the Board of Trustees must follow the requirements of the QDRO. The Trustees will promptly notify you and each alternate payee if the Plan receives a domestic relations order and of the Plan’s procedures for determining whether or not a domestic relations order is a QDRO. More information about QDROs, a copy of the Plan’s procedures for QDROs, and a copy of the Plan’s sample QDRO can be obtained, free of charge, by contacting the Pension Fund Office or by going to the Fund’s website at: [www.crccbenefits.org](http://www.crccbenefits.org).

**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.

**Limitation on Benefit Liability.** The Union, Employers and Trustees do not guarantee the payment of benefits. Benefits will be paid under the Plan only to the extent that funds are available under the Trust.

**Unclaimed Benefits.** If any benefit owed to a Plan participant or to the beneficiary of a deceased Plan participant is not claimed within two years after the later of either the date the benefit is payable or the participant’s Normal Retirement Date, the benefit will be forfeited, as long as the Plan made diligent efforts to locate that individual. However, should the individual entitled to the benefit subsequently file a claim for the benefit and provide the necessary information, the Trustees will restore the benefit and make the pension payments that are required under the terms of the Plan.

**Physical or Mental Incapacitation.** If the Board of Trustees determines that you are physically or mentally unable to receive your pension, the Board of Trustees may, in its discretion, make payment to the person determined by the Board of Trustees to be best suited to use the payment or payments for your best interests unless request for payment is made by your legally appointed conservator, in which event payment will be made to the conservator. Nothing requires the Board of Trustees to make payments to any person other than to your legally appointed conservator, in the case of physical or mental disability; payment to any other person is entirely discretionary on the part of the Trustees.

**Protecting Your Pension Benefits.** 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 guaranteed by the PBGC 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:

- Regular and Early Retirement Pension benefits;
- Disability benefits if you become Disabled before the Plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum 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
  - 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 Plan Administrator or contact:

PBGC Technical Assistance Division  
1200 K Street N.W., Suite 930  
Washington, D.C. 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](http://www.pbgc.gov).

**Getting Accurate Information.** Benefits are paid in accordance with Plan provisions out of a Trust Fund that is used solely for that purpose. Remember that although this Summary Plan Description (SPD) is intended to provide accurate and essential information about the Trust Fund's Pension Plan, it is not a complete description. If there is ever a conflict between this SPD and the Plan Documents, provisions contained in the Plan Documents will control.

This booklet is the July 1, 2019 edition of the Plan's SPD. This edition replaces any prior SPD and other summaries of the provisions of the Plan.

If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

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



# Statement of Rights Under the Employee Retirement Income Security Act of 1974 (ERISA)

As a participant in the Chicago Regional Council of Carpenters Millmen Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan participants are entitled to the following rights.

## ***Receive Information about Your Plan and Benefits***

You have the right to:

- Examine, without charge, at the Fund Administrator's office at 12 East Erie Street, Chicago, Illinois 60611, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Fund Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Fund Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Fund Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (see page 48 for definition) 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.

## ***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 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator or the court finds your claim is frivolous.

If you have a claim for benefits which is denied or ignored, in whole or in part, and you have exhausted the Plan's Claims procedures, you may file suit in a state or federal court (within certain time limits). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and legal 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 Fund Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (EBSA). For single copies of publications, contact the EBSA Brochure Request Line at 866-444-3272 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](http://www.askebsa.dol.gov).



# Definitions

The following abbreviated definitions of terms used in the Plan Document may be helpful in understanding the benefits which are provided and your rights under the Plan.

## **Aggregate Pension Credits**

Your Aggregate Pension Credits are your total Years of Pension Credit under this Plan plus any Allied Pension Credits that you may have earned.

## **Allied Pension Credit**

Allied Pension Credits are Pension Credits that are recognized under this Plan but that you earn under the Chicago Regional Council of Carpenters Pension Plan.

## **Annuity Starting Date**

The Annuity Starting Date is the first day of the month for which an amount is payable as an annuity, regardless of whether the payment is received at a later date. In the case of a benefit not payable in the form of an annuity, the Annuity Starting Date is the first day of the month on which all events have occurred which entitle you to such a benefit.

## **Children**

Children means the biological and legally adopted children of the participant.

## **Covered Employment**

If you work for an Employer who is required to contribute to the Pension Fund for the hours you work on a job covered by a collective bargaining agreement with the Regional Council or other written agreement, you are considered working in Covered Employment.

Covered Employment also means employment in any capacity, although not covered by a collective bargaining agreement, including any full-time Employee of:

- The Carpenters Welfare or Pension Fund or the Chicago Regional Council of Carpenters Apprentice and Trainee Program; or
- The Regional Council and any local Union affiliated with the Chicago Regional Council Carpenters.

For periods before the date contributions to the Pension Fund were first required, Covered Employment means employment with an Employer, which would have resulted in contributions being paid to the Pension Fund.

## **Disability/Disabled**

A participant will be considered Disabled if he or she is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of a participant who has attained the age of 55 and is blind, inability by reason of such blindness to engage in any substantial gainful activity requiring skills and abilities comparable to those of any gainful activity in which he or she has previously engaged with some regularity in over a substantial period of time. The term "substantial gainful activity" refers to work activity as both substantial and gainful. Substantial work activity involves performance of significant physical or mental duties, or a combination of both, that are productive in nature. Gainful work activity is activity for remuneration or profit (or intended for profit, whether or not profit is realized) to the individual performing it or to the persons, if any, for whom it is performed, or of a nature generally performed for remuneration or profit. In order for work activity to be substantial, it is not necessary that it be performed on a full-time basis; work activity performed on a part-time basis may also be substantial. It is immaterial that the work activity of a participant may be less, or less responsible, or less gainful, than that in which he or she was engaged before the onset of his or her impairment. The Trustees will determine that a participant is Totally and Permanently Disabled only if his or her physical or mental impairment or impairments are of such severity that he or she is not only unable to do his or her previous work but cannot, considering his or her age, education and work experience, engage in any other kind of substantial gainful work which exists in the national economy, regardless of whether such work exists in the immediate area in which he or she lives, or whether a specific job vacancy exists for him or her, or whether he or she would be hired if he or she applied for work.

## **Employee**

If you work for an Employer that is required to pay contributions to the Pension Fund for hours you work on a job under a collective bargaining agreement or other written agreement providing for such contributions, you are an Employee under the Plan.

## **Employer**

If the employer you work for is required to contribute to the Pension Fund in accordance with a collective bargaining agreement or other written agreement providing for such contributions, and qualifies as an "Employer" under the Pension Fund's Trust Agreement, your employer is considered to be an Employer under the Plan.

## **ERISA**

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

## **Hour of Service**

An Hour of Service is each hour for which you work and are paid or entitled to be paid by your Employer including certain hours of vacation, holiday, illness, jury duty, leave of absence and back pay.

## **Normal Retirement Age**

Normal Retirement Age is the later of age 65 or your fifth anniversary of participation in the Plan, provided you are an active participant on that date. A Break in Service may cause anniversaries of participation to be disregarded.

Once you reach Normal Retirement Age, you are fully Vested in any Pension Credits you have earned that have not already been lost due to a Permanent Break in Service.

## **Regional Council**

When reference is made to the Regional Council it means the Chicago Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America. The Regional Council was formerly known as the Chicago and Northeast Illinois District Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America.

## **Retirement**

The period after you qualify for a pension under the Plan and start to receive monthly pension payments is considered Retirement. To be considered in Retirement, you must not work in certain types of prohibited employment.

## **Spouse**

Spouse means the person to whom a Participant is legally married, including individuals married to a person of the same sex.

## **Vested**

Vested means you have a non-forfeitable right to a future pension benefit from the Plan.

## **Years of Pension Credit**

Years of Pension Credit are earned for your work in Covered Employment. The amount of your pension benefit will be based in part on the number of Years of Pension Credit you have at Retirement.

## **Years of Vesting Service**

Years of Vesting Service are earned on or after June 1, 1975 for your work in Covered Employment in order to qualify for pension benefits. Your Hours of Service with an Employer that are not performed in Service if that non-Covered Employment is continuous with Covered Employment with the same Employer. Covered Employment will also be counted towards a Year of Vesting Service.



# APPENDIX A

## BENEFIT ACCRUAL RATE SCHEDULE

The following is the schedule of benefit accrual rates used for calculating the amount of a participant's pension:

| <b><i>Date When You Last Worked in Covered Employment</i></b> | <b><i>Benefit Accrual Rate</i></b> |
|---------------------------------------------------------------|------------------------------------|
| Prior to July 1, 1976                                         | \$4.00                             |
| July 1, 1976 to December 31, 1978                             | \$6.00                             |
| January 1, 1979 to December 31, 1979                          | \$7.90                             |
| January 1, 1980 to August 31, 1980                            | \$10.00                            |
| September 1, 1980 to August 31, 1982                          | \$12.50                            |
| September 1, 1982 to December 31, 1983                        | \$13.75                            |
| January 1, 1984 to May 31, 1986                               | \$15.00                            |
| June 1, 1986 to June 30, 1987                                 | \$18.00                            |
| July 1, 1987 to June 30, 1988                                 | \$22.00                            |
| July 1, 1988 to June 30, 1990                                 | \$24.00                            |
| July 1, 1990 to September 30, 1993                            | \$26.00                            |
| October 1, 1993 to December 31, 1996                          | \$28.00                            |
| January 1, 1997 to June 30, 1998*                             | \$32.00                            |
| July 1, 1998 to July 31, 1999**                               | \$34.00                            |
| August 1, 1999 to June 30, 2000                               | \$39.00                            |
| July 1, 2000 to June 30, 2001                                 | \$45.00                            |
| July 1, 2001 to June 30, 2002                                 | \$50.00                            |
| July 1, 2002 to June 30, 2003                                 | \$55.00                            |
| July 1, 2003 to June 30, 2007                                 | \$58.00                            |
| July 1, 2007 to June 30, 2008                                 | \$62.00                            |
| July 1, 2008 to present                                       | \$66.00                            |

\* To qualify for this increase, you must earn at least ½ Year of Pension Credit while working for a contributing Employer paying an hourly contribution rate of at least \$1.37 per hour.

\*\* To qualify for this increase, you must either earn ¼ Year of Pension Credit at the \$1.37 rate and ¼ Year of Pension Credit at the \$1.47 rate or earn ½ Year of Pension Credit at the \$1.47 rate.

## APPENDIX B

### MAXIMUM YEARS OF PENSION CREDIT APPLICABLE FOR PENSION CALCULATIONS

| <i>Date when you last earned a Year or a Fraction of a Year of Pension Credit falls</i> | <i>Maximum Years of Pension Credit</i> |
|-----------------------------------------------------------------------------------------|----------------------------------------|
| Prior to July 1, 1990                                                                   | 25                                     |
| July 1, 1990 through June 30, 2005                                                      | 30                                     |
| July 1, 2005 through June 30, 2006                                                      | 31                                     |
| July 1, 2006 and after                                                                  | No Maximum                             |

## APPENDIX C

### ACTUARIAL PENSION REDUCTION FACTORS FOR EARLY RETIREMENT PENSIONS

| <i>Month</i> | <i>Age</i> |           |           |           |           |
|--------------|------------|-----------|-----------|-----------|-----------|
|              | <i>64</i>  | <i>63</i> | <i>62</i> | <i>61</i> | <i>60</i> |
| 11           | 0.9944     | 0.9278    | 0.8611    | 0.7944    | 0.7278    |
| 10           | 0.9889     | 0.9222    | 0.8556    | 0.7889    | 0.7222    |
| 9            | 0.9833     | 0.9167    | 0.8500    | 0.7833    | 0.7167    |
| 8            | 0.9778     | 0.9111    | 0.8444    | 0.7778    | 0.7111    |
| 7            | 0.9722     | 0.9056    | 0.8389    | 0.7722    | 0.7056    |
| 6            | 0.9667     | 0.9000    | 0.8333    | 0.7667    | 0.7000    |
| 5            | 0.9611     | 0.8944    | 0.8278    | 0.7611    | 0.6944    |
| 4            | 0.9556     | 0.8889    | 0.8222    | 0.7556    | 0.6889    |
| 3            | 0.9500     | 0.8833    | 0.8167    | 0.7500    | 0.6833    |
| 2            | 0.9444     | 0.8778    | 0.8111    | 0.7444    | 0.6778    |
| 1            | 0.9389     | 0.8722    | 0.8056    | 0.7389    | 0.6722    |
| 0            | 0.9333     | 0.8667    | 0.8000    | 0.7333    | 0.6667    |

## APPENDIX D

### ACTUARIAL REDUCTION FACTORS FOR JOINT AND SURVIVOR BENEFITS

| <i>If your spouse is:</i> | <i>Non-Disability<br/>Joint and Survivor Benefits</i> |            |             | <i>Disability<br/>Joint and Survivor Benefits</i> |            |             |
|---------------------------|-------------------------------------------------------|------------|-------------|---------------------------------------------------|------------|-------------|
|                           | <i>50%</i>                                            | <i>75%</i> | <i>100%</i> | <i>50%</i>                                        | <i>75%</i> | <i>100%</i> |
| 15 Years Older            | 96.0                                                  | 94.5       | 91.5        | 88.0                                              | 82.0       | 74.5        |
| 14 Years Older            | 95.6                                                  | 93.9       | 90.8        | 87.6                                              | 81.5       | 74.0        |
| 13 Years Older            | 95.2                                                  | 93.3       | 90.1        | 87.2                                              | 81.0       | 73.5        |
| 12 Years Older            | 94.8                                                  | 92.7       | 89.4        | 86.8                                              | 80.5       | 73.0        |
| 11 Years Older            | 94.4                                                  | 92.1       | 88.7        | 86.4                                              | 80.0       | 72.5        |
| 10 Years Older            | 94.0                                                  | 91.5       | 88.0        | 86.0                                              | 79.5       | 72.0        |
| 9 Years Older             | 93.6                                                  | 90.9       | 87.3        | 85.6                                              | 79.0       | 71.5        |
| 8 Years Older             | 93.2                                                  | 90.3       | 86.6        | 85.2                                              | 78.5       | 71.0        |
| 7 Years Older             | 92.8                                                  | 89.7       | 85.9        | 84.8                                              | 78.0       | 70.5        |
| 6 Years Older             | 92.4                                                  | 89.1       | 85.2        | 84.4                                              | 77.5       | 70.0        |
| 5 Years Older             | 92.0                                                  | 88.5       | 84.5        | 84.0                                              | 77.0       | 69.5        |
| 4 Years Older             | 91.6                                                  | 87.9       | 83.8        | 83.6                                              | 76.5       | 69.0        |
| 3 Years Older             | 91.2                                                  | 87.3       | 83.1        | 83.2                                              | 76.0       | 68.5        |
| 2 Years Older             | 90.8                                                  | 86.7       | 82.4        | 82.8                                              | 75.5       | 68.0        |
| 1 Year Older              | 90.4                                                  | 86.1       | 81.7        | 82.4                                              | 75.0       | 67.5        |
| Same Age                  | 90.0                                                  | 85.5       | 81.0        | 82.0                                              | 74.5       | 67.0        |
| 1 Year Younger            | 89.6                                                  | 84.9       | 80.3        | 81.6                                              | 74.0       | 66.5        |
| 2 Years Younger           | 89.2                                                  | 84.3       | 79.6        | 81.2                                              | 73.5       | 66.0        |
| 3 Years Younger           | 88.8                                                  | 83.7       | 78.9        | 80.8                                              | 73.0       | 65.5        |
| 4 Years Younger           | 88.4                                                  | 83.1       | 78.2        | 80.4                                              | 72.5       | 65.0        |
| 5 Years Younger           | 88.0                                                  | 82.5       | 77.5        | 80.0                                              | 72.0       | 64.5        |
| 6 Years Younger           | 87.6                                                  | 81.9       | 76.8        | 79.6                                              | 71.5       | 64.0        |
| 7 Years Younger           | 87.2                                                  | 81.3       | 76.1        | 79.2                                              | 71.0       | 63.5        |
| 8 Years Younger           | 86.8                                                  | 80.7       | 75.4        | 78.8                                              | 70.5       | 63.0        |
| 9 Years Younger           | 86.4                                                  | 80.1       | 74.7        | 78.4                                              | 70.0       | 62.5        |
| 10 Years Younger          | 86.0                                                  | 79.5       | 74.0        | 78.0                                              | 69.5       | 62.0        |
| 11 Years Younger          | 85.6                                                  | 78.9       | 73.3        | 77.6                                              | 69.0       | 61.5        |
| 12 Years Younger          | 85.2                                                  | 78.3       | 72.6        | 77.2                                              | 68.5       | 61.0        |
| 13 Years Younger          | 84.8                                                  | 77.7       | 71.9        | 76.8                                              | 68.0       | 60.5        |
| 14 Years Younger          | 84.4                                                  | 77.1       | 71.2        | 76.4                                              | 67.5       | 60.0        |
| 15 Years Younger          | 84.0                                                  | 76.5       | 70.5        | 76.0                                              | 67.0       | 59.5        |

## APPENDIX E

### ANNUITY FACTORS FOR CONVERTING PENSION PAYMENTS PRIOR TO SUSPENSION OF BENEFITS

| Years | Month  |        |        |        |        |        |
|-------|--------|--------|--------|--------|--------|--------|
|       | 0      | 1      | 2      | 3      | 4      | 5      |
| 55    | 155.67 | 155.41 | 155.16 | 154.90 | 154.65 | 154.39 |
| 56    | 152.60 | 152.34 | 152.08 | 151.82 | 151.56 | 151.30 |
| 57    | 149.48 | 149.22 | 148.95 | 148.69 | 148.42 | 148.16 |
| 58    | 146.31 | 146.04 | 145.78 | 145.51 | 145.25 | 144.98 |
| 59    | 143.12 | 142.85 | 142.58 | 142.31 | 142.04 | 141.77 |
| 60    | 139.88 | 139.61 | 139.34 | 139.07 | 138.79 | 138.52 |
| 61    | 136.62 | 136.35 | 136.07 | 135.80 | 135.53 | 135.25 |
| 62    | 133.34 | 133.07 | 132.79 | 132.52 | 132.25 | 131.97 |
| 63    | 130.06 | 129.79 | 129.51 | 129.24 | 128.96 | 128.69 |
| 64    | 126.77 | 126.50 | 126.22 | 125.95 | 125.68 | 125.40 |
| 65    | 123.49 | 123.22 | 122.95 | 122.68 | 122.40 | 122.13 |
| 66    | 120.23 | 119.96 | 119.69 | 119.42 | 119.15 | 118.88 |
| 67    | 116.99 | 116.72 | 116.45 | 116.18 | 115.91 | 115.64 |
| 68    | 113.75 | 113.49 | 113.22 | 113.96 | 112.69 | 112.43 |
| 69    | 110.57 | 110.30 | 110.04 | 109.77 | 109.51 | 109.24 |
| 70    | 107.38 |        |        |        |        |        |

| Years | Month  |        |        |        |        |        |
|-------|--------|--------|--------|--------|--------|--------|
|       | 6      | 7      | 8      | 9      | 10     | 11     |
| 55    | 154.14 | 153.88 | 153.62 | 153.37 | 153.11 | 152.86 |
| 56    | 151.04 | 150.78 | 150.52 | 150.26 | 150.00 | 149.74 |
| 57    | 147.90 | 147.63 | 147.37 | 147.10 | 146.84 | 146.57 |
| 58    | 144.72 | 144.45 | 144.18 | 143.92 | 143.65 | 143.39 |
| 59    | 141.50 | 141.23 | 140.96 | 140.69 | 140.42 | 140.15 |
| 60    | 138.25 | 137.98 | 137.71 | 137.44 | 137.16 | 136.89 |
| 61    | 134.98 | 134.71 | 134.43 | 134.16 | 133.89 | 133.61 |
| 62    | 131.70 | 131.43 | 131.15 | 130.88 | 130.61 | 130.33 |
| 63    | 128.42 | 128.14 | 127.87 | 127.59 | 127.32 | 127.04 |
| 64    | 125.13 | 124.86 | 124.58 | 124.31 | 124.04 | 123.76 |
| 65    | 121.86 | 121.59 | 121.32 | 121.05 | 120.77 | 120.50 |
| 66    | 118.61 | 118.34 | 118.07 | 117.80 | 117.53 | 117.26 |
| 67    | 115.37 | 115.10 | 114.83 | 114.56 | 114.29 | 114.02 |
| 68    | 112.16 | 111.90 | 111.63 | 111.37 | 111.10 | 110.84 |
| 69    | 108.98 | 108.71 | 108.44 | 108.18 | 107.91 | 107.65 |
| 70    |        |        |        |        |        |        |