

A Guide to Your Benefits

SUMMARY PLAN DESCRIPTION

ISSUED AUGUST 2016



CPEF

CENTRAL PENSION FUND



**Central Pension Fund of the
International Union of Operating Engineers
and Participating Employers**

www.cpfuoe.org



CENTURY PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS

4115 CHESAPEAKE STREET, NW, WASHINGTON, D.C. 20016-4665
202-362-1000 FAX 202-364-2913 WWW.CPFIUOE.ORG

August 2016

Dear Participant:

The Central Pension Fund has been established to provide you with a regular income after retirement. Benefits under this Plan are separate from, and in addition to, your Social Security and any private benefits which you may arrange on your own.

The Central Pension Fund of the International Union of Operating Engineers and Participating Employers' Plan documents are reviewed and approved by the Internal Revenue Service.

The Plan is governed by a Board of Trustees of which half represent the employees and half represent the Participating Employers. The Board of Trustees has the sole power to amend the Plan, as provided in the Agreement and Declaration of Trust which established the Central Pension Fund.

The general terms and provisions of the Plan are explained on the following pages. We have included some examples of how benefits are determined and answers to frequently asked questions.

We have prepared this booklet in a manner that we hope will be understood by all Plan Participants. However, should you require further information, please write to the Central Pension Fund, 4115 Chesapeake Street, NW, Washington, DC 20016-4665 or if you desire, you may visit the office between the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday, except holidays. In addition, we invite you to visit the Fund's web site at www.cpfiuoe.org, where all of the basic forms and documents utilized by the Fund can be found, together with the latest information concerning any Plan amendments that may be adopted.

The complete legal text of the Plan of Benefits, as most recently amended, and the Trust Agreement are available, free, from the Fund Office upon written request. When future Plan amendments are made, summaries will be distributed to all Participants and actual text will be made available for inspection at the Fund Office.

We look forward to continued growth and further opportunities to improve benefits.

Board of Trustees
Central Pension Fund



Directory

BOARD OF TRUSTEES

Employer

Noel C. Borck
Executive Director (Retired)
National Erectors Association
9249 Okla Drive
Fairfax, Virginia 22031-3817

Paul O. Gehl,
Executive V.P. (Retired)
Lunda Construction Company
205 South 10th Street
P.O. Box 303
Hilbert, Wisconsin 54129-0305

J. Patrick Tielborg,
Managing Director and General Counsel
Pipe Line Contractors Association
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201-4624

Paul C. Bensi,
President
Able Engineering Services
868 Folsom Street
San Francisco, California 94107-1125

Employee

James T. Callahan,
General President
International Union Of Operating Engineers
1125 Seventeenth Street, NW
Washington, D.C. 20036-4707

Brian E. Hickey,
General Secretary-Treasurer
International Union of Operating Engineers
1125 Seventeenth Street, NW
Washington, D.C. 20036-4707

Terrance E. McGowan,
Business Manager
IUOE Local Union No. 139
P.O. Box 130
Pewaukee, Wisconsin 53072-0130

John Duffy,
Business Manager
IUOE Local Union No. 138
P.O. Box 206
Farmingdale, New York 11735-0206



CHIEF EXECUTIVE OFFICER

Michael R. Fanning
4115 Chesapeake Street, NW
Washington, D.C. 20016-4665
Telephone: (202) 362-1000
Fax: (202) 364-2913

CONSULTANTS

Actuarial:
Horizon Actuarial Services, LLC
Silver Spring, Maryland

Investment:
Aon Hewitt
Chicago, Illinois

Auditor:
Calibre CPA Group PLLC
Washington, D.C.

BANKS

Custodian:
State Street Corporation
Boston, Massachusetts

Paying Agent:
Bank of America
Washington, D.C.

Plan Identification (EIN) 36-6052390



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The information contained in this booklet is an explanation of the general terms of the Plan, but it should be understood the booklet is subject to the terms of the Plan of Benefits as adopted by the Trustees pursuant to the Agreement and Declaration of Trust. For further information, please write to the Central Pension Fund, 4115 Chesapeake Street, NW, Washington, DC 20016-4665, FAX: 202-364-2913.



Definition of Terms

Accrued Benefit: The monthly amount of your retirement benefit that you have earned up to a specific date and payable at Normal Retirement Date.

Benefit Accrual Rate: The percentage rate used to determine the accrued monthly benefit payable to you at Normal Retirement Age.

Beneficiary: The person(s), trust or estate who will receive any benefits payable as a result of your death. See Sections 8 and 13 for details.

Break-In-Service: This term refers to when the Plan may disregard prior years of service earned by a non-vested participant for purposes of determining whether the participant has met the minimum service requirements to be eligible for a benefit. A vested participant cannot incur a Break-In-Service. See Section 5 for further details.

Contingent Annuitant: A person other than your Qualified Spouse named by you to receive a monthly benefit after your death. See Section 8 for details.

Credited Future Service: The years during which hours and monies are required to be reported to this Fund on your behalf by your contributing employer(s). See Section 5 for details.

Credited Past Service: The number of years after your 35th birthday and prior to your Initial Participation Date, up to a maximum of 30 years, during which you meet the requirements set forth in Section 5.

Credited Service: The total of your Credited Past Service and Credited Future Service. See Section 5 for details.

Deferred Retirement Date: The postponed date of your retirement at which your Accrued Benefit is payable even though you continue to work and are eligible for a Normal or Special Retirement.

Disability Entitlement Date: The first of the month following the month you are diagnosed by your medical doctor (M.D.) and certified by the Social Security Administration, as having a total and permanent disability provided you have at least 15 years Total Vesting Service. See Section 6 for details.

Early Retirement Date: The first of the month following your 55th birthday provided you have at least 10 years of total service (i.e., a combination of Vesting and Credited Service).

Employee: You are an Employee if you receive compensation subject to Federal Income Tax from any Participating Employer.

Fund: The Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Fund Office: The Administrative Office of the Central Pension Fund is located at 4115 Chesapeake Street, NW, Washington, DC 20016-4665, telephone (202) 362-1000, FAX (202) 364-2913, web site www.cpfuoe.org.

Hours of Service: All hours for which you as an Employee are directly or indirectly paid or entitled to be paid for performance of duties, including vacations, holidays, disability, leaves of absence (maximum of 501 hours for a single continuous period during which no duties are performed) and back pay.

IPD (Initial Participation Date): The first day of the first month in which hours and contributions have or should have been reported and paid to the Fund on your behalf, unless a Break-in-Service occurs. See Sections 1 and 5 for details.

IPD Local Unions Established Rate: The rate of contribution for each local calculated at the end of the previous plan year determined by dividing the total contributions by the total hours for all active participants of the local. See Section 7 for details.

Merged Plans: Pension plans which were set up independently of the Central Pension Fund and later became part of this Fund.

Minimum Benefit: A minimum monthly benefit of \$25.00 will be paid to you if you are eligible for Normal Retirement, unless the benefit is based on the pro-rata formula or Early Retirement.

Normal Retirement Age: Your Normal Retirement Age will be: (1) age 65 or later with 5 years of Vesting Service if one hour of Future Service has been reported to the Fund on your behalf during 1989 or later; or (2) age 65 or later with 5 years in the Plan, if your IPD is 02/01/88 or later and your age is 60 or greater at your IPD or, (3) age 65 or later, not qualifying under (1) or (2), with 10 years in the Plan. See Section 6 for details.

Normal Retirement Date: The first of the month following your Normal Retirement Age. See Section 6 for details.

One-Year Break-In-Service: A participant incurs a One-Year Break-In-Service if during a Plan Year he does not complete 400 or more Hours of Service with an employer obligated to maintain the Plan.

Other Plan(s): Other Plan(s) are IRS approved pension plan(s) established by the International Union of Operating Engineers, affiliated Local Unions and Participating Employers; or any noncontributory plan in which you have a vested interest. See Section 14 for details.

Parental Leave: Your unpaid absence from employment (maximum of 501 hours for a single continuous period during which no contributions are received) because of pregnancy, the birth of your child, your adoption of a child, or the need to care for your child during a period immediately following the birth or placement.

Participant: You are a Participant if any of the following conditions apply:

1. You are an Employee who had at least 400 hours reported to this Fund by a Participating Employer(s) from whom you received compensation subject to Federal Income Tax during the most recent calendar year.
2. You are an Active or former Employee who has a Vested Interest.
3. You are a former Employee who is receiving a retirement or disability benefit.
4. You are a former Employee who may be eligible to receive a benefit in the future.

Participating Employer: An employer who has a valid collective bargaining agreement or participating agreement requiring contributions to be paid to this Fund or, with the permission of the Board of Trustees, an employer who adopts the Agreement and Declaration of Trust creating the Central Pension Fund.

Plan: The Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Qualified Domestic Relations Order: A court order which creates or recognizes the right of an ex-spouse to some portion of your benefits and meets certain legal requirements. See Section 14 for details.

Qualified Joint and Survivor Annuity: A reduced benefit payable to you at retirement for your lifetime and, in the event of your death, to your Spouse for his/her lifetime. See Section 8 for details.

Qualified Preretirement Survivor Annuity: The monthly benefit your Qualified Spouse will receive for his/her lifetime. See Section 8 for details.

Qualified Spouse: A Spouse to whom you have been married continuously for at least one year prior to your death.

Related Pension Plans: Pension plans maintained by IUOE Local Unions and/or employers that are signatory to the International Union of Operating Engineers National Pension Reciprocity Agreement.

Retiree: A participant who is receiving a Normal, Special, or Early Retirement benefit from the Plan.

Special Retirement Date: The first of the month following your 62nd birthday, provided you have 25 years of total Credited Service in the Central Pension Fund or Related Pension Plan(s) and are eligible for benefits in all of the plans. See Section 6 for details.

Spouse: A person to whom you are legally married.

Standard Industry Classification: U.S. Office of Management and Budget classification of businesses in accordance with standard types of activity. See Section 5 for details.

Total and Permanent Disability: A physical or mental condition which has resulted in an award of a complete disability benefit by the Social Security Administration, is reasonably expected to be permanent, and cannot be improved by any known medical treatment. See Section 6 for details.

Vested Interest: A right to a non-forfeitable benefit. See Section 3 for details.

Vesting Future Service: Years following your IPD during which you earn service as set forth in Section 4.

Vesting Past Service: The number of years prior to your IPD during which you maintained continuous active union membership or were continuously employed by your Initial Contributing Employer, provided you meet the requirements set forth in Section 4.

Vesting Service: The total of Vesting Future Service, Vesting Past Service, Credited Future Service and Credited Past Service. See Sections 4 and 5 for details.



How To Receive A Pension

To be eligible to receive a pension you must be a Participant covered by this Plan, must have worked for one or more Participating Employers for a certain number of years and must meet certain age requirements.

The amount of your pension will depend on the rate of contributions your Participating Employer(s) made on your behalf and the number of years you have been in the Plan.

This booklet describes what it means to be a Participant, how you earn service credits, and how benefits are paid, but first you will need to understand four important terms. They are:

1. Participant
2. Vested Interest
3. Earning Service Credits
4. Break-In-Service

The first three are mentioned throughout the booklet; however, each is discussed in detail in the following sections:

- Becoming a Participant is covered in Section 1.
- How you accrue a Vested Interest is covered in Section 3.
- How you earn service credits is covered in Section 5.
- How you could lose credit by a Break-in-Service is covered in Section 5



Participants From Merged Plans

From time to time pension funds jointly sponsored by IUOE Local Unions merge into the Central Pension Fund.

In each case the terms of the merger agreements provide for certain differences between the benefits, rights and features that apply to the participants from the jurisdiction of the merged plan, and those benefits, rights and features described in this booklet.

The following Local Union pension plans have the most recently concluded merger agreements with the Central Pension Fund:

- IUOE Local 675 Pension Fund, Pompano Beach, Florida
- IUOE Local 138, 138A and 138B, AFLCIO, Pension and Retirement Benefit Fund, Farmingdale, New York
- IUOE Local Union 15, 15A, 15C, 15D, AFL-CIO, Pension Fund, New York, New York
- IUOE Local 25 Marine Division Pension Plan, Millstone, New Jersey
- Pension Plan of the International Union of Operating Engineers Local 487, Miami, Florida

Participants and beneficiaries from any of the Local Unions covered by these merged plans can determine the specific provisions applicable to them by reviewing the following documents:

- The statement that was provided to all participants and beneficiaries within 90 days after the effective date of the plan merger, which provided a brief description of the merger, and a description of the provisions of, and benefits provided by, the merged plan and the Central Pension Fund.
- The plan documents of both the merged plan and the Central Pension Fund.
- The plan merger documents.

These documents are available for inspection at the offices of the Central Pension Fund, and copies may be obtained upon written request to the Fund. A reasonable duplication charge not exceeding \$.25 per page will be assessed.



SECTION 1

How And When You Become A Participant

Your participation in the Central Pension Fund begins in the month that hours and contributions are first reported to the Fund on your behalf by your Participating Employer. This is known as your Initial Participation Date (IPD). Your employer is a Participating Employer if he is required to pay into the Central Pension Fund on the basis of:

1. A Participating Agreement, and/or
2. A Bargaining Agreement or Master Agreement, or
3. A Non-Bargaining Unit Participating Agreement.

Contributions must be made by Participating Employers. Self-contributions are not allowed. In addition, sole proprietors and partners cannot contribute on their own behalf.

BASIC DATA

The basic data required of all participants is:

1. Your correct name and social security number
2. Your birth date and sex
3. Your current address

4. Your Home Local
5. Your employment history (only if you are over age 35 at your IPD and your IPD was prior to January 1, 1981)
6. Your IUOE Register number(s), Initiation Date(s) and union history
7. If married:
 - a. Your spouse's full name
 - b. Your spouse's birth date and sex
 - c. Your spouse's social security number
 - d. Your date of marriage

This information is needed so that we can determine your right to a benefit, and it is kept in confidence. As soon as you start participating, this information should be submitted to the Central Pension Fund on a Basic Data Form, which will be provided upon request by your Local Union office or the Central Pension Fund. The form may also be downloaded and printed from the Fund's web site at **www.cpfuoe.org**. When a change occurs in any of your basic data, you should advise the Fund in writing or send a new Basic Data Form indicating the change.





SECTION 2

The Difference Between Vesting Service And Credited Service

Throughout this booklet you will see references to Vesting Service and Credited Service. It is important to understand the difference between the two.

VESTING SERVICE

Vesting Service is the service necessary to give you a Vested Interest in your Accrued Benefit, and is used to determine your eligibility for Normal Retirement, Early Retirement and Disability benefits. Your total Vesting Service includes all of your Vesting Future Service, Vesting Past Service, Credited Future Service and Credited Past Service.

CREDITED SERVICE

Credited Service is the service that determines the actual amount of your Accrued Benefit, and is used to determine your eligibility for Special Retirement and Special Early Retirement benefits. Your total Credited Service includes all of your Credited Future Service, Credited Past Service and Military Service.

You will find more detailed explanations of Vested Interest in Section 3, Vesting Service in Section 4 and Credited Service in Section 5.





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SECTION 3

Vested Interest

Vested Interest means you have a right to a benefit that cannot be forfeited. When you have earned a Vested Interest in the Fund you cannot incur a Break-in-Service as explained in Section 5. You can earn a Vested Interest in the following ways:

1. If you have had hours reported on your behalf since January 1, 1989:

You have a Vested Interest when you have completed 5 years of Vesting Service with at least 1000 hours of Credited Future Service (1200 hours are required if your Initial Participation Date was before January 1, 1982).

2. If you have not had any hours reported on your behalf since January 1, 1989:

You have a Vested Interest when you have completed 10 years of Vesting Service with at least 1000 hours of Credited Future Service (1200 hours are required if your Initial Participation Date was before January 1, 1982).

3. If you were age 60 or older on your Initial Participation Date, and that date was after January 31, 1988:

You have a Vested Interest after 5 years have elapsed since your Initial Participation Date, and you have at least 1000 hours of Credited Future Service.

If you do not have the required years of Vesting Service as explained above when your participation stops, your record will be maintained. If you return to covered employment without incurring a Break-In-Service, future hours will be added to your record toward the earning of a Vested Interest.





SECTION 4

How You Earn Vesting Service

Vesting Service is the total of Vesting Future Service and Vesting Past Service, Credited Future Service and Credited Past Service. It is the service necessary to give you a Vested Interest and is used to determine your eligibility for Normal Retirement, Early Retirement or Disability benefits. Credited Future Service and Credited Past Service are discussed in Section 5. Vesting Future Service and Vesting Past Service are discussed below.

VESTING FUTURE SERVICE

Vesting Future Service is any period after your IPD, during which no contributions were made on your behalf, but for which you earn service for benefit eligibility purposes.

Participants with at least one hour of service on or after January 1, 1976 may earn Vesting Future Service in one of the following two ways:

- If you continue to work for your last Participating Employer in a non-covered position, and the employer continues to be a Participating Employer, you will continue to earn Vesting Service in accordance with the schedule shown above.
- If you leave your non-covered position with your last Participating Employer and go to work for a new employer in the same classification, and that employer is a Participating Employer in the Central Pension Fund, you will continue to earn Vesting Service in accordance with the schedule above.

VESTING PAST SERVICE

Vesting Past Service is any period prior to your IPD, during which no contributions were made on your behalf, but for which you can earn service for benefit eligibility purposes.

You may earn Vesting Past Service provided you maintained:

- continuous active union membership up to your IPD, or
- continuous employment with your Initial Participating Employer who first reported on your behalf up to your IPD.

You may be eligible for Vesting Past Service, if needed, provided you had at least one hour of service reported to the Fund after January 1, 1976. In addition:

- If your IPD is between January 1, 1971 and December 31, 1981, you must have at least 1200 hours of Credited Future Service.
- If your IPD is January 1, 1982 or later, you must have at least 1000 hours of Credited Future Service.

Vesting Future Service and Vesting Past Service are used in establishing your Vested Interest but not used in calculating your benefit. The amount of your benefit is based on Credited Past and/or Credited Future Service (see Sections 5 and 7 for details).



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USE

THIS VALVE CONTROLS
ZONE 1
AUTOMATIC SPRINKLERS
FIRE PUMP
OPEN
AT ALL
TIMES

WARNING



SECTION 5

How You Earn Credited Service For Benefit Accrual

The amount of your benefit is determined by the amount of your Credited Service. You may earn Credited Service in three ways: Credited Future Service, Credited Past Service (if eligible) and Military Service (if eligible). You may forfeit Credited Service if you incur a Break-In-Service. This section describes how you may earn each type of Credited Service, and how you may incur a Break-In-Service.

CREDITED FUTURE SERVICE

Credited Future Service begins when hours are first reported to the Fund for you. Your Credited Future Service is based on the number of hours for which contributions are required to be reported for you by your Participating Employer(s) in each calendar year. You earn Credited Future Service based on the following schedule(s):

Hours Reported After January 1, 1976

0-399 hours	None
400-499 hours	.40 year
500-599 hours	.50 year
600-699 hours	.60 year
700-799 hours	.70 year
800-899 hours	.80 year
900-999 hours	.90 year
1000 & over	1.00 year

Hours Reported from January 1, 1969 to January 1, 1976

Less than 400 hours	None
400 to 799 hours	.33 year
800 to 1199 hours	.67 year
1200 hours & over	1.00 year

Hours Reported Prior to January 1, 1969

	Stationary Employees	Hoisting & Portable & Pipe Line Employees
Less than 400 hours	None	None
400 to 799 hours	.25 year	.33 year
800 to 1199 hours	.50 year	.67 year
1200 to 1599 hours	.75 year	1.00 year
1600 hours & over	1.00 year	1.00 year

Minimum Hours Needed for Credit in a Calendar Year

If the hours reported for you in a calendar year are less than 400, you do not earn any Credited Future Service for that year. However, the contributions and hours reported for you will be included in your record and used in calculating your benefit at your retirement.

Maximum Credit in a Calendar Year

The maximum Credited Future Service you can earn in a calendar year regardless of the total hours reported is one year. However, the contributions and

hours reported for you will be included in your record and used in calculating your benefit at your retirement.

CREDITED PAST SERVICE

If your IPD in the Fund is prior to January 1, 1981, and you were older than age 35 at your IPD, you may be eligible for Credited Past Service. Your Credited Past Service could be all or a portion of the years after your 35th birthday and prior to your IPD. The maximum number of years allowed for Credited Past Service is 30 years.

Credited Past Service may be earned based upon:

- active membership in a Local Union, or
- continuous employment with your Initial Participating Employer, or
- Industry Employment (see Note).

However, Credited Past Service may not be earned for periods of Credited Past Service or Credited Future Service in Other Plan(s) for which benefits are payable to you except:

- for Other Plan(s) set up by your Initial Participating Employer in which you were a participant, or
- where there are contributions being made to the Central Pension Fund and one or more Other Plan(s) at the same time.

In addition:

- If your IPD is between January 1, 1971 and December 31, 1978, you must have had 1200 hours of Credited Future Service reported to this Fund in order to be eligible for Credited Past Service.
- If your IPD is between January 1, 1979 and December 1, 1980, you must have 5 years of Credited Future Service reported to this Fund in order to be eligible for Credited Past Service.
- If your IPD is January 1, 1981 or later, you are not eligible for Credited Past Service.

NOTE:

Special Rules for Industry Employment

If your IPD is between January 1, 1975 and December 31, 1980, Industry Employment includes:

- work performed by you in the same job classification as work performed by you for which hours and contributions have been reported to the Central Pension Fund under a collective bargaining agreement with your first participating Local Union, provided that
- the work was performed for an employer in the same Standard Industry Classification (S.I.C.) as your Initial Participating Employer.

Credited Past Service based on Industry Employment will be earned as follows.

- If you are eligible for 5 years or less, you will be credited with those years:
 - a. after your first 1200 hours of Credited Future Service are reported to this Fund if your Initial Participation Date is December 31, 1978 or earlier, or
 - b. after you have 5 years of Credited Future Service reported to this Fund if your Initial Participation Date is between January 1, 1979 and December 31, 1980.
- If you are eligible for a greater number of years, they will be credited when you have completed an equal number of years of Credited Future Service.

These Industry Employment rules do not apply to active union membership or continuous employment with your Initial Participating Employer, nor to Participants with an IPD prior to January 1, 1975.

MILITARY SERVICE

Subject to statutory limitations, you will continue to earn Credited or Vesting Past Service and Credited or Vesting Future Service in accordance with the rules for Credited or Vesting Past Service and Credited or Vesting Future Service for periods of military service that interrupt your participation in the Plan, provided that you either return to covered employment within 90 days of your discharge or, if your Local Union operates a hiring hall, you sign up on your Local Union's out-of-work list within 90 days of discharge.

If you are earning Credited Future Service, it will accrue in accordance with the Credited Future Service schedules as set forth in this section at a contribution rate equal to the rate reported by your last Participating Employer prior to your entry into military service.

BREAK-IN-SERVICE

The term Break-In-Service refers to when a Participant's record of Credited Service may be canceled or forfeited by the Plan. If you have a Vested Interest in your Accrued Benefit, you cannot incur a Break-In-Service and may disregard the following.

- **If your Initial Participation Date is before January 1, 1993:**
You will incur a Break-In-Service **if at the time you reach age 65** the number of calendar years during which you earned no Vesting Service is at least five and exceeds the number of prior years for which you earned Vesting Service. Once

you incur a Break-In-Service all prior service is forfeited and any subsequent contributions received on your behalf will establish a new Initial Participation Date.

- **If your Initial Participation Date is January 1, 1993 or later:**
You will incur a Break-In-Service **if at any time before your Normal Retirement Age** the number of **consecutive** calendar years during which you earned no Vesting Service equals or exceeds 5 years. If you incur a Break-In-Service before reaching your Normal Retirement Age and subsequently earn 400 hours of Vesting Service in a calendar year before reaching your Normal Retirement Age, all prior service will be reinstated, as well as your original Initial Participation Date. If the Break-In-Service is not repaired before reaching your Normal Retirement Age, the Break-In-Service cannot be repaired and becomes permanent.







SECTION 6

How And When You Become Eligible For A Benefit

NORMAL RETIREMENT

You have a right to commence receiving a Normal Retirement benefit if you have completely ceased working in what would be considered disqualifying post-retirement employment for at least one full calendar month and:

- A. You have one or more hours reported to the Fund on or after January 1, 1989, and**
- you have reached your 65th birthday, and
 - you have:
 - i. at least 1200 hours of Credited Future Service if your IPD is prior to January 1, 1982, or
 - ii. at least 1000 hours of Credited Future Service if your IPD is January 1, 1982 or later, and
 - you have 5 years of Vesting Service.
- B. You have no hours reported to the Fund on or after January 1, 1989, you were not age 60 or older with an IPD of February 1, 1988 or later, and**
- you have reached your 65th birthday, and
 - you have:
 - i. at least 1200 hours of Credited Future Service if your IPD is prior to January 1, 1982, or
 - ii. at least 1000 hours of Credited Future Service if your IPD is January 1, 1982 or later, and

- you have earned 10 years of Vesting Service as described in Section 4, or 10 years have elapsed since your IPD.
- C. Your IPD is February 1, 1988 or later, you were age 60 or older when you began participation, and**
- you have reached your 65th birthday, and
 - you have at least 1000 hours of Credited Future Service, and
 - 5 years have elapsed since your IPD.

EARLY RETIREMENT

You have a right to commence receiving an Early Retirement benefit if you have completely ceased working in what would be considered disqualifying post-retirement employment for at least one full calendar month and:

- you have reached your 55th birthday, and you have:
 - i. at least 1200 hours of Credited Future Service if your IPD is prior to January 1, 1982, or
 - ii. at least 1000 hours of Credited Future Service if your IPD is January 1, 1982 or later, and
- you have 10 years of Vesting Service.

Your Early Retirement benefit will be reduced by 1/4 of 1% for each month (3% a year) your date of retirement precedes age 65.

SPECIAL RETIREMENT

You have a right to commence receiving a Special Retirement benefit if you have completely ceased working in what would be considered disqualifying post-retirement employment for at least one full calendar month and:

- you have reached your 62nd birthday, and
- you have at least 25 years of total Credited Service in the Central Pension Fund and any Related Plan(s), if you are entitled to a benefit from the Related Plan(s).

If you have completed at least 25 years of total Credited Service and are age 55 but have not reached age 62, your Special Retirement benefit will be reduced by 1/4 of 1% for each month (3% a year) your date of retirement precedes age 62.

DISABILITY

You have a right to a Disability benefit if you have completely ceased working due to an illness or injury and:

- are not eligible for Early, Normal or Special Retirement benefits, and
- become permanently and totally disabled, and
- have been awarded disability benefits by the Social Security Administration in connection with such permanent and total disability, and
- have at least 15 years of Vesting Service, and
- have at least 1000 hours of Credited Future Service.

If you are receiving a Disability benefit, it will convert to an Early Retirement benefit when you reach age 55.

Special Provisions for Disability Eligibility Only

- If you become disabled during the 24 months following your IPD, the 1000 hours of Credited Future Service requirement is waived.

- For the purpose of establishing disability eligibility, Vesting Past Service need not be continuous nor exclude Industry Employment provided that hours were reported to CPF or a Related Plan, or Vesting Service was earned, for each calendar year after your IPD up to the date of your disability.

CONDITIONAL EARLY RETIREMENT (Disabilities Prior to August 1, 2005)

This benefit is available only to participants who became permanently and totally disabled prior to August 1, 2005 and are pursuing a Disability award from the Social Security Administration, but who are otherwise eligible for an Early Retirement benefit.

This benefit permits the participant to commence receiving an Early Retirement benefit while they continue pursuing a claim for Disability benefits with the Social Security Administration.

In the event the participant fulfills the requirements for receiving Disability benefits with the Social Security Administration, the Conditional Early Retirement benefit will convert prospectively to a Disability benefit, effective the first of the month following the month in which the award letter is issued.

You may have a right to a Conditional Early Retirement benefit if you were disabled before August 1, 2005, and:

- are at least 55 years of age, and
- have at least 15 years of total Vesting Service, and
- have a pending claim for Disability benefits with the Social Security Administration.



SECTION 7

How The Amount Of Your Benefit Is Calculated

The amount of your monthly pension benefit is determined by adding together the amount of your Credited Future Service benefit and, for those participants whose IPD is prior to January 1, 1981, the amount of Credited Past Service benefit, if any. This section explains how each of these amounts are calculated.

CREDITED FUTURE SERVICE BENEFIT

Your monthly Credited Future Service benefit is determined by multiplying the contributions received on your behalf by a percentage called the Benefit Accrual Rate. The applicable Benefit Accrual Rate depends upon when contributions were made:

- **For contributions made after April 1, 2015** – the Benefit Accrual Rate is 1.25%
- **For contributions made between April 1, 2009 and April 1, 2015** – the Benefit Accrual Rate is 1%.
- **For contributions made between August 1, 2005 and April 1, 2009** - the Benefit Accrual Rate is 3%.
- **For contributions made between January 1, 2001 and August 1, 2005** - the Benefit Accrual Rate is 3.3%.
- **For contributions made prior to January 1, 2001** - the Benefit Accrual Rate depends upon whether or not had at least 1000 hours of contributions in any calendar year after December 31, 1999:
 1. For participants with at least 1000 hours of contributions in a calendar year after De-

ember 31, 1999, the Benefit Accrual Rate is 3.5% for all contributions prior to January 1, 2001.

2. For participants without at least 1000 hours of contributions in a calendar year after December 31, 1999, the Benefit Accrual Rate is 3.4% for contributions made prior to January 1, 1999 and 3.3% for contributions made from January 1, 1999 to January 1, 2001.

Your total monthly Credited Future Service benefit is the sum of all contributions made on your behalf, multiplied by the Benefit Accrual Rate in effect for the time periods during which the contributions were made.

CREDITED PAST SERVICE BENEFIT

Whether or not you qualify for Credited Past Service, and the amount of your Credited Past Service benefit, depends upon when you first became a Participant in the Plan—your Initial Participation Date (IPD).

- **If Your Initial Participation Date is December 31, 1977 or prior:**

Your Credited Past Service (CPS) benefit calculation is based upon the average hourly rate of contributions made on your behalf during your working career. Your CPS benefit is \$1.00 per month for each \$.05 in the average hourly rate, multiplied by your years of Credited Past Service.

Example: Your average hourly contribution rate was \$2.00 during your working career. The \$2.00 rate is divided by \$.05 which equals 40.

The CPS benefit is therefore \$40.00 for each year of Credited Past Service. Assuming you had 10 years of CPS, your CPS benefit would be \$400.00 per month.

- **If Your Initial Participation Date is January 1, 1978 through December 31, 1980:**

Your CPS benefit is calculated similarly to that for participants with IPDs prior to January 1, 1978, however, it is further adjusted based upon the average hourly contribution rate which was in effect in your Local Union in the calendar year prior to your IPD. If that rate, known as the Local Union Established Rate, is lower than the average hourly rate of contributions made on your behalf during your working career, your CPS benefit will be adjusted downward, as shown in the following example.

Example: Your average hourly contribution rate was \$2.00 during your working career. However, the average hourly contribution rate in your Local Union in 1977, the year before your IPD, was only \$1.00 per hour. Assuming that you had 20 years of Credited Future Service (CFS) and 10 years of Credited Past Service (CPS), your CPS benefit would be calculated as follows. Your 10 years of CPS is multiplied by the Local Union Established Rate of \$1.00 per hour, equaling \$10.00. Your 20 years of CFS is multiplied by the \$2.00 average hourly rate during your working career, equaling \$40.00. The \$10.00 and \$40.00 are added together, equaling \$50.00. The

\$50.00 is then divided by your 30 years of total service (10 years of CPS and 20 years of CFS), which equals \$1.67.

This \$1.67 is your adjusted average hourly contribution rate, which is then divided by \$.05 and multiplied by your years of CPS to determine the amount of your CPS benefit. Accordingly, your CPS benefit would be \$1.67 divided by \$.05 which equals \$33.40 per month multiplied by your 10 years of CPS, equaling a total CPS benefit of \$334.00 per month.

- **If Your Initial Participation Date is after December 31, 1980:**

No Credited Past Service benefits may be earned.

TOTAL EARNED BENEFIT

Your total earned benefit can be calculated by adding the Credited Future Service benefit and Credited Past Service benefit. This is the monthly benefit payable at age 65.

It should be noted the Credited Future Service and Credited Past Service benefits will change every time a contribution is added to your record.

If you wish to estimate a benefit payable at a future date, you must estimate the average hours you think that you will work and the rate of contributions that will be paid each year in the future.

You must remember that the benefits are payable based on the eligibility rules explained in Section 6, and that the final amount of your benefit can be calculated only by the Fund Office.



SECTION 8

How Your Pension, Disability Or Survivor Benefit Is Paid

Your benefit will be paid in one of the following ways depending upon the type of benefit, your marital status, and the form of payment you elect. Your election as to the form of payment must be made prior to the commencement of benefit payments, **and cannot be changed thereafter.**

SINGLE LIFE ANNUITY

This is the normal form of benefit for unmarried participants. It provides monthly payments to you for your lifetime. In addition, that portion of your benefit earned prior to August 1, 2005 is subject to a Sixty (60) Payment Guarantee feature, as described later in this section.

QUALIFIED JOINT AND SURVIVOR ANNUITY

If you have a spouse at your retirement date, this is the normal form of benefit, unless you qualify for Disability. This is a reduced form of payment that provides for monthly benefits for your lifetime and then for the lifetime of your spouse **to whom you were married at the time this benefit began.** You must elect to have your spouse receive 50%, 66 2/3%, 75% or 100% of your monthly benefits.

This benefit also provides that if you retire on or after January 1, 1990, and your spouse should die after you have begun receiving this benefit, your monthly benefit will be increased to the amount you would have been entitled to receive under the Single Life Annuity. This pop-up feature applies only in the event your spouse at retirement dies. It does not ap-

ply in any other circumstance.

If you have a spouse you may, nevertheless, elect the Single Life Annuity or the Contingent Annuitant benefit, as described below, but your spouse must waive his/her right to a Qualified Joint and Survivor Annuity by signing a Spousal Consent form, which is sent to you at the time you retire.

CONTINGENT ANNUITANT

A Contingent Annuitant is a person other than your spouse whom you designate to receive a part of your benefit after your death if you have retired, or if you are eligible for Normal or Special Retirement but have not yet retired. This is a reduced form of payment that provides for monthly benefits for your lifetime and then for the lifetime of your Contingent Annuitant. You must elect to have your Contingent Annuitant receive 50%, 66 2/3%, 75% or 100% of your monthly benefits.

The following rules apply to this benefit:

1. Upon your death your Contingent Annuitant will receive 50%, 66 2/3%, 75% or 100% of your monthly amount for life.
2. If your Contingent Annuitant dies after your retirement, there is no increase in your monthly benefit.
3. If your Contingent Annuitant dies prior to your retirement, the election is automatically canceled. You will then have a right to choose another type of benefit or to name another Contingent Annuitant.

4. If your Contingent Annuitant is younger than you, contact the Fund Office for further details. Benefits may be restricted under some or all of the options (50%, 66 2/3%, 75% or 100%).

SIXTY (60) PAYMENT GUARANTEE FEATURE (Prior to August 1, 2005)

Benefits earned prior to August 1, 2005 have a Sixty (60) Payment Guarantee feature. Benefits earned after that date do not have this feature.

This feature operates as follows:

1. If your benefit is being paid as a Single Life Annuity, and you die before receiving 60 monthly payments, your Designated Beneficiary(s) will receive the remainder of 60 monthly payments of that portion of your benefit earned prior to August 1, 2005, in either monthly payments or a discounted lump sum.
2. If your benefit is being paid as a Qualified Joint and Survivor Annuity or a Contingent Annuitant benefit, and you die before receiving 60 monthly payments, your Qualified Spouse or Contingent Annuitant will receive the remainder of 60 monthly payments of that portion of your benefit earned prior to August 1, 2005, and then will receive the Qualified Joint and Survivor Annuity or Contingent Annuitant benefit amount for life. If, however, the amount of the Qualified Joint and Survivor Annuity or the Contingent Annuitant benefit would be greater than the Sixty (60) Payment Guarantee amount, then the greater amount will be paid.

DISABILITY

1. Monthly Benefit

The monthly benefit is available only if you are permanently and totally disabled as explained in Section 6.

This monthly benefit is payable until one of the following occurs:

- recovery,
- you reach Early Retirement age, or
- death.

If you are receiving a monthly Disability benefit, when you reach Early Retirement age the Fund

Office will notify you and you must elect a monthly benefit in accordance with either:

- the Single Life Annuity,
- the 50%, 66 2/3%, 75% or 100% Joint and Survivor benefit, or
- the Contingent Annuitant benefit.

NOTE: See Return To Work Rules in Section 14 for information on returning to work under a rehabilitation program.

2. Lump Sum Disability Benefit

The Lump Sum Disability benefit is available:

- if you are not age 65, and
- not eligible for a monthly disability benefit, and
- not eligible for any other type of benefit payable under this Plan, and
- you suffer a Disability due to:
 - a. the loss of use of both hands, or
 - b. the loss of use of both feet, or
 - c. the loss of sight of both eyes, or
 - d. any combination of the above.

This benefit is equal to the total amount of contributions made on your behalf.

DEATH

If you should die before the commencement of retirement benefits, a Death benefit will be paid.

There are three different types of Death benefits paid, depending upon whether you are vested and have a Qualified Spouse at the date of your death.

1. Qualified Preretirement Survivor Annuity

This benefit provides that your Qualified Spouse will receive 50% of the benefit that you have earned at your date of death if:

- you were vested, or
- you were receiving a Disability benefit but were not receiving a Normal, Special or Early Retirement.

This benefit will be payable for your spouse's lifetime starting the first of the month following the date of your death.

In lieu of the Qualified Preretirement Survivor Annuity, your Qualified Spouse may elect to receive the Return of Contributions benefit, described below, provided your date of death is prior to age 55.

NOTE: If your Qualified Spouse dies after your death but before receiving what would have been payable under the Return of Contributions benefit, your spouse's beneficiary would receive the unpaid portion of the Return of Contributions benefit.

2. Return of Contributions Benefit

This benefit provides that a spouse not eligible for a Qualified Preretirement Survivor Annuity, or another Beneficiary(s), will receive a benefit equal to the total amount of contributions made on your behalf up to your date of death if:

- you had accrued 1000 hours of Credited Future Service, and the date of the last contribution was within the 24 months immediately preceding the date of death, or
- you are vested.

EXCEPTION: If death or disability occurs within the first 12 months of participation, the 1000-hour rule is waived; or if Disability commences within 24 months of the last contribution and continues until date of death, the 24-month rule is waived.

3. Lump Sum Death Benefit

The Lump Sum Death benefit is an amount payable to your Beneficiary(s) in the event of your death, if you are a retired Participant and had elected the Single Life Annuity or had a right to receive the Single Life Annuity. It is not available where a benefit is payable under the Contingent Annuitant, Qualified Joint and Survivor Annuity, or Qualified Preretirement Survivor Annuity.

This benefit provides that if a portion of your benefit was earned prior to August 1, 2005, then your Beneficiary(s) may elect to receive that portion of any remaining payments under the Sixty (60) Payment Guarantee feature, in a lump sum. This is a commuted value settlement, i.e., the amount paid is less than the sum of the remaining monthly payments because the entire benefit is being paid immediately.

It is generally advisable for a Beneficiary to seek competent tax advice prior to making this decision. The Beneficiary will be provided with the lump sum amount, and the continuing monthly amount, so that the Beneficiary and counsel can make the choice.

In calculating the amounts payable, the lump sum factors in the table apply to the remaining monthly payments.

Example:

Monthly Benefit Earned Prior to August 1, 2005 = \$295.00

Number of Guaranteed Monthly Benefits Remaining at Date of Death = 20

Lump Sum Factor from table = 18.86451

18.86451	x	\$295.00	=	\$5,565.03
<i>(Lump Sum Factor)</i>		<i>(Monthly Benefit at Death)</i>		<i>(Lump Sum Payment)</i>

In other words, if the Beneficiary were to invest the lump sum payment of \$5,565.03 at a 7.75% annual interest rate, and withdraw \$295.00 each month, the Beneficiary would be able to make an equal number of withdrawals (20) as there were remaining payments under the Sixty (60) Payment Guarantee feature (20).

NOTE: If you were eligible for Normal or Special Retirement at the date of your death, but had not retired, the benefits would be paid in the form of a Joint and Survivor Annuity to your spouse (if married), the Sixty (60) Payment Guarantee feature to your designated beneficiary (if single), or the Contingent Annuitant benefit (if you had elected this form of payment and the form is on file at the Fund Office). See types of benefits described earlier in this section.

TABLE FOR LUMP SUM DISTRIBUTION FACTORS

7.75 Annual Interest Discount

<i>Remaining Monthly Guaranteed Payments</i>	<i>Lump Sum Factors</i>	<i>Remaining Monthly Guaranteed Payments</i>	<i>Lump Sum Factors</i>
1	1.00000	31	28.28212
2	1.99380	32	29.10675
3	2.98144	33	29.92626
4	3.96295	34	30.74068
5	4.93837	35	31.55006
6	5.90775	36	32.35442
7	6.87112	37	33.15379
8	7.82851	38	33.94820
9	8.77996	39	34.73769
10	9.72552	40	35.52228
11	10.66521	41	36.30201
12	11.59908	42	37.07690
13	12.52715	43	37.84699
14	13.44947	44	38.61230
15	14.36607	45	39.37287
16	15.27699	46	40.12872
17	16.18225	47	40.87988
18	17.08191	48	41.62638
19	17.97598	49	42.36826
20	18.86451	50	43.10553
21	19.74754	51	43.83823
22	20.62508	52	44.56639
23	21.49719	53	45.29004
24	22.36388	54	46.00920
25	23.22520	55	46.72389
26	24.08118	56	47.43416
27	24.93186	57	48.14002
28	25.77726	58	48.84150
29	26.61741	59	49.53864
30	27.45236	60	50.23145



SECTION 9

Benefits Payable In The Event Of Your Death

Upon your death, your Beneficiary(s) may be eligible for benefits depending on your rights with the Fund at the time of your death.

1. IF YOU WERE RECEIVING A NORMAL, SPECIAL OR EARLY RETIREMENT BENEFIT

- A death benefit will be paid under the rules for the type of monthly benefit you elected at the date of your retirement. For details see Section 8.

2. IF YOU WERE RECEIVING A DISABILITY BENEFIT

- If you had a Qualified Spouse, your spouse would have a right to the Qualified Preretirement Survivor Annuity, as described in Section 8.
- If you did not have a Qualified Spouse and you began receiving a Disability benefit after age 55, your Beneficiary(s) may have a right to a lump sum payment equal to the present value of 60 monthly payments of the Early Retirement benefit for which you would have been eligible, minus the amount of the Disability benefits you received prior to your death.
- If you did not have a Qualified Spouse and you began receiving a Disability benefit prior to age 55, your Beneficiary(s) would be entitled to the Return of Contributions benefit as described in Section 8, minus the amount of the Disability benefits you received prior to your death.

3. IF YOU HAD A RIGHT TO A NORMAL OR SPECIAL RETIREMENT BENEFIT AND YOU HAD NOT YET APPLIED

- Your spouse would have a right to the Qualified Joint and Survivor Annuity as described in Section 8.
- If you do not have a spouse, your Beneficiary(s) would have the right to the amount provided by the Sixty (60) Payment Guarantee feature, if any, as described in Section 8.
- If you have named a Contingent Annuitant, your Contingent Annuitant would have a right to the benefits as described in Section 8.

4. IF YOU HAD A RIGHT TO AN EARLY RETIREMENT BENEFIT AND YOU HAD NOT YET APPLIED

- Your Qualified Spouse would have a right to the Qualified Preretirement Survivor's Annuity based on your earned benefit at the date of your death, as described in Section 8.
- If you do not have a surviving Qualified Spouse, your Beneficiary(s) would have a right to the Return of Contributions benefit, as described in Section 8.

5. IF YOU HAD A VESTED INTEREST BUT WERE NOT ELIGIBLE FOR A NORMAL, SPECIAL, EARLY, OR DISABILITY BENEFIT

- If you had a Qualified Spouse, your surviving spouse would have a right to the Qualified Preretirement Survivor Annuity.
- If you had a Qualified Spouse, he or she may elect to receive the Return of Contributions benefit, as described in Section 8, instead of the Qualified Preretirement Survivor Annuity.
- If you did not have a Qualified Spouse, your Beneficiary(s) would receive the Return of Contributions benefit, as described in Section 8.

6. IF YOU WERE ELIGIBLE FOR A DISABILITY BENEFIT PRIOR TO YOUR DATE OF DEATH BUT HAD NOT APPLIED

- If you had a Qualified Spouse, your surviving spouse would have a right to the Qualified Preretirement Survivor Annuity.
- If you did not have a Qualified Spouse, your Beneficiary(s) would receive the Return of Contributions benefit, as described in Section 8.

7. IF YOU HAD AN APPLICATION FOR RETIREMENT BENEFITS OR DISABILITY BENEFITS PENDING AND SHOULD DIE BEFORE PAYMENT ACTUALLY COMMENCES

- If you had an application for benefits pending

at the time of your death and your eligibility for benefits is determined after your death, your Beneficiary or Qualified Spouse, whichever applies, will be entitled to receive whatever retirement or disability benefits that would have been otherwise payable to you.

- Your Beneficiary or Qualified Spouse shall also be entitled to receive any survivor benefit that may be due them under the terms of the Plan.

8. IF YOU WERE NOT VESTED AND THUS NOT ENTITLED TO ANY OF THE FOREGOING BENEFITS

- Your Beneficiary(s) would be entitled to the Return of Contributions benefit, as described in Section 8, if:
 - a. you had 1000-hours reported to this Fund, and
 - b. you had hours reported to this Fund for work performed during the 24 months immediately preceding your date of death.

EXCEPTIONS: The 1000-hour rule is waived if death or Disability occurs within the first 12 months of participation; or the 24-month rule is waived if you have not reached age 65 and the Disability begins within 24 months of the last contributions and continues until the date of death.





SECTION 10

How To Apply For Benefits

You or your Beneficiary(s) must complete certain Central Pension Fund forms in order to receive a benefit. These forms are available from the Central Pension Fund, from your Local Union office or may be downloaded and printed from the Fund's web site at www.cpfuoe.org. The forms must be fully completed following the instructions on the forms and should be sent to the Fund Office directly or through your Local Union office. An application is only considered "filed" once it is **actually received** by the Fund Office, **not** the date it is postmarked or mailed. An application for retirement benefits or disability benefits must be filed by the actual Participant, who earned Credited Service and/or Vesting Service by virtue of their employment with a Participating Employer, before any payment may commence.

In some cases information not provided on the Central Pension Fund forms may be needed to determine your exact benefit status. If other information is needed, the Fund Office will contact you after the initial documents have been received.

Prompt submission of the required documents will assure timely processing of your application. Please note in order to be eligible to commence receiving a benefit you must have first completely ceased working in what could be considered disqualifying post-retirement employment for at least one full calendar month.

PENSION BENEFITS

If you have a right to a Normal, Special or Early Retirement or a Disability benefit, you must submit the following documents:

1. CPF Application for Benefits
2. State certified birth certificate for you and your spouse (if married)
3. State certified marriage certificate (if married)
4. A copy of your divorce decree (if divorced), including any separation agreement or other domestic relations order which may reference your pension benefit
5. For Disability benefits the Fund Office also needs:
 - a. CPF Statement for Permanent and Total Disability benefits
 - b. Social Security Administration Disability Report (Form SSA-3368BK)
 - c. Social Security Administration Disability Award Letter (Form SSA-L30)
6. Other documents which may be needed:
 - a. CPF Contingent Annuitant Option form and a state certified birth certificate for the Contingent Annuitant
 - b. Evidence of employment and/or union membership for Credited or Vesting Past Service

DEATH BENEFITS

If you are a surviving spouse with a right to a monthly benefit, you must submit the following forms:

1. CPF Application for Spouse Benefits
2. State certified death certificate
3. A newspaper clipping or an obituary of death
4. If the Participant was not receiving any benefits:
 - a. State certified birth certificate for the deceased participant

- b. State certified birth certificate for the surviving spouse
- c. State certified marriage certificate

If you are a designated beneficiary, child, parent, brother, sister, executor or administrator of the estate, the following forms are needed:

1. CPF Statement of Claim for Death Benefits
2. State certified death certificate
3. A newspaper clipping or an obituary of death

Parents applying for death benefits are also required to submit a state certified birth certificate for the participant. In the event that one parent is deceased, we will need a copy of that parent's death certificate.

Children applying for benefits are also required to submit a state certified birth certificate confirming the identity of their parents. In the event there are minor children, we will need a statement from the adult financially responsible for the children showing legal guardianship.

If you are a Contingent Annuitant with a right to a benefit you must submit the following forms:

1. CPF Application for Benefits
2. State certified birth certificate of the deceased (if the deceased was not retired)
3. State certified birth certificate for yourself (if the deceased was not retired)
4. State certified death certificate
5. A newspaper clipping or an obituary of death





SECTION 11

What Are Acceptable Proofs?

A state-by-state listing of where to obtain vital records is set out in the Appendix following Section 15 in this booklet.

- **Photocopies are not acceptable as proofs for birth, marriage and death.**
- **Your benefit will not be able to begin until we have acceptable proofs.**
- **All original and state certified documents will be returned to you.**

ACCEPTABLE PROOFS OF BIRTH DATE

1. A state certified or original birth certificate, or
2. One original or notarized copy of the following:
 - Naturalization Record
 - Family Bible
 - Record of Baptism
 - Passport
 - Elementary School Records

If the above is not available then notarized copies of any two of the following will be accepted provided they detail your age:

- Union Records
- Census Records
- Church Records
- Civil Service Records
- Driver's License
- Employment Records
- Fraternal Records
- Hospital Records
- Immigration Records
- Military Records
- Social Security Records
- Savings Bank Records over 3 years old
- Voting Registry
- Insurance Policies over 3 years old

ACCEPTABLE PROOFS OF MARRIAGE

1. State certified or original marriage certificate, or
2. Notarized copy of a Church Record showing date of marriage

Common-law marriages will be recognized under the laws of the state in which you reside provided appropriate proofs are submitted. Acceptable proofs for common-law marriages include: notarized documents verifying co-habitation such as Joint Tax Returns, Accounts, Leases or other similar legal documents. In addition, we will need two notarized statements from disinterested, i.e., not related, persons who can attest to you living together and presenting yourself as husband and wife in the community. We also require an affidavit from both parties verifying there was no legal impediment to the formation of a marriage and the parties intended to form a marriage. If either party was previously married, we would also require proof that marriage ended by death or divorce.

ACCEPTABLE PROOFS OF CHANGE IN MARITAL STATUS

In the event your marital status changes due to divorce, we will need a copy of your **entire** divorce decree before we can make any changes to your record. If the marriage was terminated due to the death of your spouse, we will need a certified copy of your spouse's death certificate. If you re-marry, we will also need a certified copy of that marriage certificate.

ACCEPTABLE PROOFS OF DISABILITY:

1. CPF Statement for Permanent and Total Disability benefits, and
2. Social Security Administration Disability Report (Form SSA-3368-BK), and
3. Social Security Administration Disability Award Letter (Form SSA-L30)

ACCEPTABLE PROOF OF DEATH:

State certified death certificate

ACCEPTABLE PROOFS OF PAST SERVICE:

For Union Membership

(If requested by CPF)

1. Membership in the International Union of Operating Engineers (advise us of your register number(s) and CPF will confirm), or
2. Original or certified copy of dues book from member.

For Continuous Employment With Your Initial Participating Employer

1. Statement from employer on employer's letterhead (preferred), or
2. Notarized statement from employer if letterhead is not available, or
3. Social Security quarterly earnings reports together with notarized statements from you, your co-workers, and the Business Manager or other authorized representative of your Local Union attesting to your continuous prior employment.

For Industry Employment

1. Statement from your Initial Participating Employer or your Local Union office verifying:
 - Your employer's Standard Industry Classification, and

- Your job classification at the time of your IPD in the Central Pension Fund
- Your dates of employment

and

2. One of the following:

- Statements on company letterhead, or notarized statements, from the employers you worked for prior to your Initial Participating Employer stating the employer's Standard Industry Classification, your job classification and dates of your employment.
- Social Security quarterly earnings reports and notarized statements from you, your co-workers, and the Business Manager or other authorized representative of your Local Union stating:
 - a. your employer's Standard Industry Classification,
 - b. your job classification, and
 - c. your dates of continuous prior employment.

All letters and statements of employment verification must show the beginning and ending month and year.



SECTION 12

When Will You Receive Your Benefits?

NORMAL, SPECIAL AND EARLY RETIREMENT BENEFITS

If you apply as soon as you retire and have a right to a benefit, your monthly benefit will be effective on the first day of the month following the last day worked, or on the first day of any month thereafter that you choose.

In the event you delay in applying for pension benefits, you will receive retroactive payments to your date of eligibility, not to exceed 12 months from the date the Fund Office receives your application, provided you are still alive as of the date the application is received. However, married participants who wish to receive payment of their benefit in a form other than a Qualified Joint and Survivor Annuity, generally cannot receive retroactive payments for any period of time prior to the date of the written consent of their spouse to waive the Qualified Joint and Survivor Annuity.

DISABILITY BENEFITS

Disability payments are subject to a six-month waiting period from the date that the Social Security

Administration determines you became disabled. Your first check, however, will include benefits fully retroactive to that date of disability.

DEATH BENEFITS

In the event of death, payments will be made to the Beneficiary(s) in accordance with Plan provisions after the required information is received by the Fund Office and eligibility is determined.

METHOD OF PAYMENT – ELECTRONIC FUNDS TRANSFER (EFT)

The Central Pension Fund electronically transfers your monthly benefit straight to your bank from our bank, rather than issuing a paper check and sending it to your home address.

This direct deposit system is a reliable and efficient means for receiving your monthly benefit. Your benefit is not subject to loss, misrouting or theft, and is available the first working day of each month. There is no delay due to holidays or slow postal service, and you do not have to worry about late deposits due to bad weather, sickness or travel.



Worker on ladder

Worker at control panel

Worker standing



SECTION 13

Who Is Your Beneficiary?

Your Beneficiary is the person(s) you designate to receive any benefits that may be payable at the time of your death.

However, as explained in Sections 8 and 9, regardless of your designation, the Qualified Joint and Survivor Annuity will only be paid to your Spouse, the Qualified Preretirement Survivor Annuity will only be paid to your Qualified Spouse, and the Contingent Annuitant benefit will only be paid to the Contingent Annuitant you have selected.

HOW TO DESIGNATE A BENEFICIARY

Prior to your retirement: By filing a Designation of Beneficiary form with the Fund Office. The form may be obtained from the Fund Office, your Local Union, or may be downloaded and printed from the Fund's web site at www.cpfuoe.org. This designation may be changed at any time. If your marriage is terminated by divorce, a copy of your

entire divorce decree must be submitted with this form.

At the time of your retirement: By designating a beneficiary on the form which is included with your CPF Application for Benefits. The application and accompanying forms may also be obtained from the Fund Office, your Local Union, or the Fund's web site.

IF YOU DO NOT DESIGNATE A BENEFICIARY

Benefits will automatically be paid as follows:

- First, to your spouse, if living
- Second, to your children, if living
- Third, to your parents, if living
- Fourth, to your brothers or sisters, if living
- Fifth, to the executor or administrator of your estate





SECTION 14

General Information

BENEFITS INSURED BY THE PENSION BENEFIT GUARANTY CORPORATION (PBGC)

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry. Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due. The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

1. 100% of the first \$11.00 of the monthly benefit accrual rate and
2. 75% of the next \$33.00.

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:

1. Normal and early retirement benefits;
2. Disability benefits if you become disabled before the plan becomes insolvent; and
3. Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

1. Benefits greater than the maximum guaranteed amount set by law;

2. Benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of:
 - a. The date the plan terminates, or
 - b. The time the plan becomes insolvent.
3. Benefits that are not vested because you have not worked long enough;
4. Benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
5. 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 the PBGC Customer Contact Center, 1200 K Street, N.W., Suite 10227, Washington, DC 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the Federal relay service toll-free at 1-800-877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site at www.pb.gc.gov.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) OF 1974

The following is a statement of your ERISA rights and is required by Federal Law and regulation.

As a participant in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers you are entitled to certain rights and protections under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your 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 \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your plan, you should contact the plan 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 plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities

under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

TAXATION OF BENEFITS

The Central Pension Fund is a pension plan that meets the requirements of Section 401 (a) of the Internal Revenue Code.

The Plan, as restated and amended, complies with the Internal Revenue Code as follows:

- The Plan meets the requirements of Section 401(a) of the Internal Revenue Code.
- The Trust has a right to exemption under the requirements of Section 501(a) of the Internal Revenue Code.
- Contributions paid by Participating Employers into the Plan will be deductible from the employers' gross income within the limitations and subject to the conditions of Section 404 of the Internal Revenue Code and subject to verification upon examination of the tax returns on which such deductions are claimed.
- Benefits paid to Retirees and Beneficiaries will be taxed under the requirements of Section 402(a) of the Internal Revenue Code.

Monthly Benefits

Monthly benefits paid to Retirees and Beneficiaries are subject to federal income tax withholding if your monthly benefits exceed a certain amount. Under this tax law, we are to assume that a Retiree is married, filing a joint return, and is eligible for the personal and elderly exemptions.

Tax will be withheld in accordance with this provision unless you elect not to have the withholding apply. You may wish to have taxes withheld based on specified exemption (Form W-4P) or you may elect a specified amount of tax be withheld from your pension payments regardless of the amount of your pension.

The Central Pension Fund will send the withheld amounts to the Internal Revenue Service monthly and advise the Retiree/Beneficiary annually of the amount withheld on the IRS 1099R form.

Lump Sum Death Benefits

Lump sum death benefits which may be payable to your Beneficiary are subject to federal income tax

withholding. The Central Pension Fund will automatically withhold the applicable tax amount.

The Central Pension Fund will send the amount withheld to the Internal Revenue Service and advise the Beneficiary the following January of the amount withheld on a 1099R form.

No death benefits payable under the Central Pension Fund are provided through insurance policies; therefore, Form 712 or its equivalent are not prepared by this Fund.

APPEAL OF DENIED BENEFITS

If your (or your Beneficiary's) application has been denied in whole or in part, an appeal may be made to the Central Pension Fund's Board of Trustees. Your appeal must be in writing and sent to:

Board of Trustees
Central Pension Fund
4115 Chesapeake Street, N.W.
Washington, DC 20016-4665

The appeal will be reviewed at the next regular Board of Trustees Meeting, provided it is received at least 30 days prior to the scheduled meeting date. After a decision has been made, the Board of Trustees will advise you or your Beneficiary(s) of their final decision by certified mail, within 30 days after the meeting is adjourned.

QUALIFIED DOMESTIC RELATIONS ORDERS

The Fund may be required to pay all or a portion of your Accrued Benefit to persons specified as an Alternate Payee in a Qualified Domestic Relations Order. Persons named in a Qualified Domestic Relations Order as Alternate Payees are considered Participants of the Plan and entitled to all appropriate information as specified in ERISA. The Board of Trustees has adopted written procedures governing Qualified Domestic Relations Orders (QDROs). Participants and beneficiaries can obtain upon written request, without charge, a copy of the procedures, as well as suggested QDRO language. All such requests should be sent to the Fund Office to the attention of Fund Counsel.

RETURN TO WORK RULES

Prior To Age 70 1/2

After you have completely ceased working for at least one month and actually retired, you can return to work in a job classification which you previously worked while earning your retirement benefit and continue to receive your monthly benefit, **provided** you do not work more than 40 hours in a calendar month.

You do not have a right to a monthly benefit for the month(s) in which you work more than 40 hours in disqualifying employment, which is generally defined as work:

- with any employer engaged in an industry in the organizing jurisdiction of the IUOE, regardless of whether the employer is actually organized, in which Participants covered by the Plan were employed and earned benefits at the time of your retirement,
- in a trade or craft for which you were employed at any time while earning your benefit under the Plan, and
- in the geographic area covered by the Plan at the time your retirement began.

Please note that for purposes of this rule, working in a supervisory capacity related to your prior trade or craft is considered the same as working at that trade or craft.

The above rules have been adopted in accordance with the relevant Department of Labor Regulation, which can be found in Volume 29 of the Code of Federal Regulations, 2530.203-3. The Board of Trustees has discretion to waive these rules under terms and conditions deemed appropriate.

Should you receive payment of your benefit for any month(s) in which you worked more than 40 hours in disqualifying employment, the Central Pension Fund will recover any such payments from your future check(s), or you can return the amount paid to you for the month(s) with your own personal check. The Plan requires you to notify us promptly, and in advance, if you should plan to return to work after you have retired. Failure to do so will entitle the Plan to presume all your post-retirement employment is disqualifying employment and result in your benefit being suspended, until you can prove

your employment does not disqualify you from receiving your monthly benefit.

NOTE: You are not eligible to start receiving retirement benefits if you continue to work for your last contributing employer regardless of your job classification. However, after you have first completely ceased working for at least one month and established your effective retirement date, you may return to work, subject to the general rules discussed above. In other words, you cannot work during the first month of your retirement for any number of hours and be eligible to receive payment for that month.

After Age 70 1/2

There are no restrictions on post retirement employment once you reach age 70 1/2. However, as noted above, you are not eligible to start receiving your retirement benefit until you have completely ceased all disqualifying employment for at least one month, regardless of your age.

RECALCULATION OF BENEFITS AFTER RETURNING TO WORK

Prior to age 65

If you return to work prior to age 65, you have a right to an increase in your monthly benefit at your final retirement date, provided you had at least 1000 hours reported to the Fund for the period during which you were not entitled to receive a benefit payment. The monthly increase will be based on the type of benefit you were receiving, and the additional hours reported will be added to the prior monthly benefit.

If you earn 5 or more years of additional Credited Future Service **excluding any hours worked during a month you were not entitled to receive a benefit payment**, your monthly benefit will be recalculated based on the type of benefit you were receiving, however, the monthly amount will be based on the percent of benefit then being paid by the Plan but in no case will the benefit be less than what you had previously received.

NOTE: Although you may retire and return to work on more than one occasion prior to reaching age 65, you are eligible to receive this increase only once. Therefore, you should carefully consider your

use of this provision if you plan on returning to work on more than one occasion.

After Age 65

If you return to work after age 65, you have a right to an increase in your monthly benefit at your retirement date provided you had 1000 uninterrupted hours (i.e., you were not entitled to receive a benefit during your return to work) reported to this Fund following the month for which you last received a benefit payment. This monthly increase will be based on the type of benefit you were receiving and the additional hours reported added to the prior monthly benefit.

NOTE: You are eligible to receive this increase anytime you return to work and meet the above requirements.

Age 70 1/2 and Still Working

For hours worked after retirement and after you have reached age 70 1/2, your monthly benefit will be adjusted annually to reflect the additional hours and contributions. This adjustment will be made after all hours for the calendar year have been processed by the Fund Office, usually 60 to 90 days following the year end. Payments will be retroactive to the 1st of the year following the year for which they were made.

DISABILITY REHABILITATION

If you are disabled and receiving a Disability benefit, you can return to work without a loss of benefit provided your return to work is under an authorized rehabilitation program which has been authorized by your doctor (who must be an M.D.) and approved by the Board of Trustees. If you participate in a rehabilitation program, you can work up to 400 hours at which time a determination must be made by your doctor as to whether or not you are rehabilitated. If rehabilitation has occurred, your Disability benefit will cease. If rehabilitation has not occurred, you must stop working and if you continue to work, your benefit will cease. Restarting of a Disability benefit will require recertification of disability and reapplication if your return to work on a longer-term basis proves unsuccessful. Should your rehabilitation occur during the 400-hour grace

period as certified by your doctor, your monthly benefit would cease at that time. This rehabilitation provision can only be used once.

NON-BARGAINING UNIT PARTICIPATION

Participating Employers can include supervisory and other non-bargaining unit personnel provided:

- all personnel within a like job classification which is non-discriminatory are covered,
- none of the personnel are Highly Compensated or Key Employees, as defined in the Internal Revenue Code,
- such employer signs a Non-Bargaining Unit Participation Agreement, and
- the rate of contribution is not in excess of the rate being reported for the bargaining unit personnel.

In the event the Participating Employer wishes to cover a Highly Compensated or Key Employee, the employer must agree to cover all of its personnel who are not represented by a union.

If the group is accepted by the Board of Trustees, all benefits for which other Participants are eligible will be made available to the group; and past service will be granted in accordance with the provisions of the Plan as summarized in Sections 4 and 5 of this booklet.

RECIPROCITY

The Central Pension Fund is signatory to the International Union of Operating Engineers National Reciprocity Agreement. That Agreement provides for two types of reciprocity, Pro-Rata Reciprocity and Money Follows the Man Reciprocity.

1. Pro-Rata Reciprocity

Pro-Rata Reciprocity provides a means of combining service credits earned under the Central Pension Fund with service credits earned in other IUOE Local Union plans (known as Related Pension Plans) that have signed the pro-rata portion of the International Union of Operating Engineers National Reciprocity Agreement, so that you will have a right to a monthly benefit. All other IUOE Local Union plans in the United States, and four in Canada, are signatory to Pro-Rata Reciprocity.

You could benefit from this provision if your years of Vesting Service have been divided between the Central Pension Fund and one or more Related Pension Plans. To have a right to a pro-rata monthly benefit you must:

- be retired and not performing work for which hours and monies are being reported,
- have service credits with the Central Pension Fund and the Related Pension Plans that can be combined so that you would have a right to a benefit (that is, you have a Vested Interest in each plan), and
- have at least one year of Credited Future Service in each plan based on actual participation.

2. Money Follows the Man (MFM) Reciprocity

Money Follows the Man (MFM) Reciprocity permits CPF participants to request that contributions which may be made on their behalf to other MFM signatory IUOE Local Union plans be transferred to the Central Pension Fund. Likewise, MFM Reciprocity permits participants from MFM signatory Local Union plans to request that contributions made to CPF be transferred from CPF back to their home Local Union plan.

Twenty-four IUOE Local Union plans are signatory to MFM Reciprocity. Each of these twenty-four IUOE Local Union plans have adopted their own policies and procedures for MFM Reciprocity, which may limit the time within which MFM transfer requests must be made. Accordingly, participants interested in such transfers should contact those plans to determine such policies and procedures.

The detailed policies and procedures governing CPF's utilization of MFM Reciprocity are posted on the Fund's web site at www.cpfuoe.org, or may be obtained directly from the Fund Office.

OTHER PLANS

Other Plans are qualified pension plans set up between the International Union of Operating Engineers, affiliated Local Unions and Participating Employers, or any non-contributory Plan in which the Participant has a vested interest. A qualified plan is one that is set up under Section 401(a) of the Internal Revenue Code. A non-contributory plan is

a plan of benefits where you do not make individual contributions in order to participate.

PLAN AMENDMENT AND/OR TERMINATION

Although the Plan's Board of Trustees expects to continue the Plan indefinitely, they reserve by law the right to amend, modify or terminate the Plan at any time. The Plan may be changed because of new legislation, or it could be terminated for one of several reasons, for example, by the Board of Trustees adopting an amendment which provides for no further credit for any purpose, or if every employer withdrew from the Plan.

If the Plan is ever terminated, it is important to realize that existing Federal Regulations provide a great measure of security for active Plan members and retirees. At the time of Plan termination, a government agency, the Pension Benefit Guaranty Corporation (PBGC), would have to review and approve the Trustees' actions prior to the actual allocation of any Plan assets to provide benefits to the employees.

In addition to supervising the Trustees' Plan termination program, the PBGC also insures or guarantees individual vested Accrued Benefits up to certain limits, if Fund assets at the time of termination are not sufficient to provide such benefits.

SEMI-ANNUAL PARTICIPANT STATEMENTS

Twice each year all active participants, as well as inactive participants with a Vested Interest, receive Statements showing the hours and contributions received on their behalf in the past six months. The Statements are prepared for the six-month periods of January 1 through June 30, and July 1 through December 31. The Statements are normally sent from the Fund Office to your current address on file in October for the period ending June 30, and in April for the period ending December 31. Retirees and inactive non-vested participants do not receive Statements.

If you have not provided the Fund Office with your current address you will not receive a Statement, so it is very important that you advise the Fund Office whenever you have a change of address.



SECTION 15

Questions And Answers

GENERAL QUESTIONS

What type of pension plan is the Central Pension Fund?

The Central Pension Fund is a defined benefit plan.

Who sponsors the Plan and who makes the contributions?

The Plan is sponsored by the International Union of Operating Engineers and Participating Employers who have signed a Collective Bargaining and/or Participating Agreement(s). The Participating Employers make payments in accordance with the Collective Bargaining Agreement between the Participating Employer and the Local Union. Copies of lists of the participating Local Unions and Participating Employers may be obtained by Participants and Beneficiaries upon written request to the Plan Administrator at a reasonable duplication charge not exceeding \$.25 per page, or the lists are available for examination during normal business hours at the Fund Office.

How is the Fund administered?

The Fund is administered by the Board of Trustees, half of whom represent the Participating Employers and half of whom represent the Participating Employees. The Trustees hire a staff which is under the direction of a salaried Chief Executive Officer who reports directly to the Board of Trustees. The Board of Trustees also retain legal counsel, actuaries, consultants and auditors as needed in order to perform the tasks assigned to them by the Trust Agreement and the Employee Retirement Income Security Act (ERISA) of 1974.

Who is the Fund Administrator?

The Fund Administrator is the Board of Trustees at the Fund's business office: 4115 Chesapeake Street, NW, Washington, DC 20016-4665.

Who is the Agent for legal service?

Mr. Michael R. Fanning, Chief Executive Officer of the Fund, is the person designated as agent for service of legal process. His address is Central Pension Fund, 4115 Chesapeake Street, NW, Washington, DC 20016-4665. In addition, legal process may be made upon a Plan Trustee at the address shown in the Directory on page ii.

What is the Plan Year?

The Plan Year is February 1 to January 31.

How is the Plan funded?

The Plan is funded by employer contributions, which are held in trust pursuant to a Trust Agreement between the International Union of Operating Engineers and Participating Employers who have collective bargaining agreements with the International Union of Operating Engineers or affiliated local unions. Contributions are made by Participating Employers under the provisions of their respective Collective Bargaining Agreements.

What is the source of contributions?

Participating Employers pay a monthly amount based upon the hours worked and/or paid based on the provisions of the relevant Collective Bargaining Agreement. The amounts contributed are pre-tax contributions and are not considered employee wages for purposes of income tax or Social Security Tax.

Does any portion of union dues go to the Central Pension Fund?

No. Contributions from Participating Employers on behalf of participants are the sole contributory source for CPF. No individual contributions are permitted.

Who manages CPF's assets?

CPF's assets are managed by professional managers who follow the investment objectives established by the Board of Trustees.

PARTICIPATION QUESTIONS

If I do not have a right to a benefit, can I withdraw the contributions paid to this Fund on my behalf?

No. Contributions made to this Fund by Participating Employers are only payable in the form of benefits to an eligible Retiree and/or Beneficiary.

What happens if I cease to work as an Operating Engineer?

Your record will be kept indefinitely by the Central Pension Fund. If you have 5 years of Vesting Service, have at least 1200 hours of Credited Future Service (1000 hours if your IPD is January 1, 1982 or later) and at least one hour of service reported to the Fund on or after January 1, 1989 and prior to your 65th birth date, you can apply for a benefit at your Normal Retirement Date.

If you have 10 years of Vesting Service, have at least 1200 hours of Credited Future Service (1000 hours if your IPD is January 1, 1982 or later), you may apply for a benefit at your Early Retirement Date.

What happens if I stop working as an Operating Engineer and leave the industry before I am vested?

Your record will be kept by the Central Pension Fund. If you never work as an operating engineer again and you or your Beneficiary(s) do not have a right to a benefit, the contributions made on your behalf will be absorbed into the Trust.

How often can I expect to receive information about my record with the Central Pension Fund?

Twice each year active and/or vested Participants will receive a Statement of Fund Record from the Central Pension Fund.

I did not keep all of my Statements. How can I find out what my record is with the Central Pension Fund?

Write to the Central Pension Fund and ask for your record; a summary will be sent to you.

What should I do if my employer(s) did not report for me?

Write to the Central Pension Fund and provide us the following:

1. Your social security number, complete name and address
2. Name and address of employer(s)
3. Locations of each job in question and Local Union jurisdictions
4. The dates worked on each job
5. Number of hours worked on each job
6. Copies of your pay stubs.

If I work in the territory of an operating engineer local that has its own pension plan and does not participate in the Central Pension Fund, what happens to my hours?

Write the Central Pension Fund and advise us:

1. The Local Union territory you were working in
2. Number of hours worked
3. Dates worked
4. Names of your employer(s).

With this information we can tell you if you have service in that plan which we can recognize for vesting purposes. For details see Section 14.

I worked 2000 or more hours in one year. Why didn't I receive two years of Credited Future Service?

The maximum Credited Future Service in a calendar year is one year. For details see Section 5.

What happens to the contributions that are paid by my Participating Employer?

The contributions are immediately deposited into interest-bearing accounts. They remain there a short period of time and are then transferred to the investment accounts of the Central Pension Fund. The contributions are invested in common stocks, bonds and other investment vehicles permitted under the Fund's investment policies. All investments of the Fund are made on the basis of guidelines established by the Board of Trustees of the Central Pension Fund and are handled by professional investment managers.

Why don't contributions made on my behalf earn interest?

The employer contributions made on your behalf do earn interest through the Fund's investments; however, the Plan is a defined benefit plan where benefits are based on the contributions made by Participating Employers. It is not a savings account, an IRA or a 401(k) plan; thus, it would be improper to attribute the return on the Fund's assets to an individual participant's record. A defined benefit plan such as the Central Pension Fund transfers the investment risk from the individual Participants to the Plan. It promises a known benefit with many additional features, something which cannot be determined under an IRA, savings account or 401(k) plan.

Why haven't I received my Statement of Fund Record?

Semi-annual statements are mailed directly to Participants for whom the Fund Office has a current address. You will not receive a Statement if you have not provided the Fund Office with your current address. It is important that you keep both the Fund Office and your Local Union office advised of any address changes.

RETIREMENT QUESTIONS

If I am planning to retire, can I find out how much my benefit will be?

Yes, in fact, you should find out before acting on a retirement decision. Send your written request to the Fund Office. Be sure to include your correct

social security number, full name and address.

I know when I want to retire. How far in advance should I file my Application?

We recommend that you file your application no more than four months, and no less than two months, before your desired retirement date.

I want to get my first pension check as soon as possible after my last paycheck. Should I quit work at the beginning, middle or end of the month?

As noted in Section 6, in order to be eligible to commence receiving a benefit, you must have completely ceased working in what would be considered disqualifying post-retirement employment for at least one full calendar month. Provided that your Application has been filed and processed in a timely manner, your first pension check will be issued in the first week of the month following the month in which you last worked. Regardless of whether your last day worked was the 1st, 15th, or 31st day of the month, your first pension check will be issued at the beginning of the next month. Therefore, if you work until the last day of the month you will minimize the time between your last paycheck and your first pension check.

If I worked in the territory of IUOE Local Unions that are not in the Central Pension Fund, must I inform the Central Pension Fund of this when I retire?

Yes. On the Application for Benefits, Local Unions not in the Central Pension Fund are listed. You should circle any Local Union numbers and indicate the actual calendar years worked, so that your eligibility can be checked with reciprocity Local Unions.

Do I have to report my benefits on my income tax return?

Yes. However, you do not do this until you start receiving your benefit payments. The Fund Office will send you a 1099R. If you need additional information, you should contact the Internal Revenue Service. See Taxation of Benefits under Section 14 for details.

Must I retire at my Normal Retirement date?

No. You may continue to work and earn more

Credited Future Service, but your benefit will not begin until after you have retired.

What happens if I become disabled?

You have a right to a Disability benefit if you become totally and permanently disabled, and have been awarded Disability benefits by the Social Security Administration in connection with such permanent and total disability. You must have 15 years of Vesting Service. For details see Section 6.

Can I provide a lifetime benefit for my spouse in the event of my death after retirement?

Yes, provided you elect a Joint and Survivor Annuity at the time you retire. For details see Section 8.

How much is the Single Life Annuity benefit reduced if I elect a 50%, 66 2/3%, 75% or 100% Joint and Survivor Annuity benefit for my spouse when I retire?

The amount of the reduction depends on three factors: the level of spouse benefit you select, your age at retirement, and the difference in age between you and your spouse. While specific calculations can only be made at the time of your retirement (and the actuarial factors change from time-to-time) as of August 1, 2016, for a participant retiring at age 65 whose spouse is also age 65, the Single Life Annuity benefit would be reduced 9.9% for a 50% Joint and Survivor Annuity, 12.7% for a 66 2/3% Joint and Survivor Annuity, 14.1% for a 75% Joint and Survivor Annuity and 17.9% for a 100% Joint and Survivor Annuity.

Can my monthly benefit be deposited directly to my bank?

Yes, except for your initial payment which is only made by check and mailed to the address furnished at the time your application is processed. Should you wish to arrange for direct deposit of your subsequent regular monthly benefit payments, you should write or call the Central Pension Fund in Washington, DC requesting information on this service. The Fund will return the form for you to complete. The necessary form will also be included with your election letter package and can also be downloaded and printed from the Fund's web site at www.cpfuo.org.

When are the regular monthly benefit checks sent?

Checks are issued the last working day of the month for the next month. January's check is dated January 1 and is mailed out the last working day of December. If you have elected to have your benefit sent directly to your bank via Electronic Funds Transfer (EFT), these monies are sent electronically to your bank by the first working day of each month. This is an excellent way to avoid lost, stolen, delayed and misplaced benefit checks.

If I do not receive my monthly check on the first of the month, should I assume it has not been mailed and call you?

No, sometimes there is a delay due to holidays or heavy mail loads. However, if you have not received it by the 15th of the month, you should call the Fund Office.

I moved and notified the Postal Service of my move. Why is my check still being sent to my old address?

You must also notify the Fund Office of any change in your address. You may do this by submitting U.S. Postal form 3576, or by advising us by mail.

DEATH BENEFIT QUESTIONS

Is there any benefit payable to my beneficiary if I die after I retire?

Generally—yes. For details see Sections 8 and 9.

If I die before I retire, is there a death benefit for my beneficiary?

Generally—yes. The amount of the benefit will depend on your status with the Fund. For details see Sections 8 and 9.

What should my beneficiary do in the event of my death in order to collect benefits?

The beneficiary should immediately advise the Fund Office, and the appropriate forms will be forwarded. The forms can also be downloaded and printed from the Fund's web site at www.cpfuo.org. For details see Section 10.



APPENDIX

Where To Obtain Vital Records

ALABAMA

Alabama Center for Health Statistics
Alabama Department of Public Health
P. O. Box 5625
Montgomery, AL 36103-5625
(334) 206-5418
www.adph.org/vitalrecords

ALASKA

Department of Health and Social Services
Bureau of Vital Statistics
P.O. Box 110675
Juneau, AK 99811
(907) 465-3391
www.dhss.alaska.gov/dph/vitalstats

AMERICAN SAMOA

American Samoa Government
Department of Homeland Security
Office of Vital Statistics
P.O. Box 6894
Pago Pago, AS 96799
(684) 633-1406

For Divorce:

High Court of American Samoa
American Samoa Government
Pago Pago, AS 96799

ARIZONA

Office of Vital Records
Arizona Department of Health Services
P. O. Box 6018
Phoenix, AZ 85005
(602) 364-1300
www.azdhs.gov/vital-records

ARKANSAS

Arkansas Department of Health
Vital Records Section, Slot 44
4815 West Markham Street
Little Rock, AR 72205
(501) 661-2336
www.healthy.arkansas.gov/programsServices/certificatesVitalRecords

CALIFORNIA

California Department of Public Health -
Vital Records
MS: 5103
P. O. Box 997410
Sacramento, CA 95899-7410
(916) 445-2684
www.cdph.ca.gov/certlic/birthdeathmar

CANAL ZONE

Vital Records Section
Passport Services
U.S. Department of State
1111 19th Street, NW
Suite 510
Washington, DC 20522-1705
(202) 955-0307

COLORADO

Vital Records Section
Colorado Department of Public Health
and Environment
4300 Cherry Creek Drive South
HSVRD-VS-A1
Denver, CO 80246-1530
(303) 692-2200

www.colorado.gov/pacific/cdphe/categories/services-and-information

CONNECTICUT

Department of Public Health
410 Capitol Avenue, MS # 11 VRS
Hartford, CT 06134
(806) 509-7897
www.ct.gov/dph

For Divorce:

Applicant must contact Clerk of Superior Court where the Divorce was granted

DELAWARE

Office of Vital Statistics
Division of Public Health
417 Federal Street
Dover, DE 19901
(302) 744-4549
www.dhss.delaware.gov/dhss/dph/ss/vitalstats.html

DISTRICT OF COLUMBIA

Vital Records Division
899 North Capitol Street NE,
1st Floor
Washington, DC 20002
(202) 671-5000
www.doh.dc.gov/service/vital-records

For Marriage:

DC Superior Court
500 Indiana Avenue NW
Room 4485
Washington, DC 20001
(202) 879-4840

For Divorce:

DC Superior Court
500 Indiana Avenue NW
Room 4335
Washington, DC 20001
(202) 879-1261

FLORIDA

Department of Health
Bureau of Vital Statistics
P. O. Box 210
1217 Pearl Street
Jacksonville, FL 32231-0042
(904) 359-6900
www.floridahealth.gov/certificates

GEORGIA

Vital Records
2600 Skyland Drive NE
Atlanta, GA 30319-3640
(404) 679-4702
www.dph.georgia.gov/VitalRecords

GUAM

Office of Vital Statistics
123 Chalan Kareta
Mangilao, Guam 96913
(671) 735-7292

For Divorce:

Clerk, Superior Court of Guam
Guam Judicial Center
120 West O'Brian Drive
Hagatna, Guam 96910

HAWAII

State Department of Health
Office of Health Status Monitoring
Issurance/Vital Statistics Section
P. O. Box 3378
Honolulu, HI 96801-9984
(808) 586-4533
www.health.hawaii.gov/vitalrecords

IDAHO

Vital Records Unit
Bureau of Vital Records and Health Statistics
P. O. Box 83720
Boise, ID 83720-0036
(208) 334-5988
www.healthandwelfare.idaho.gov/Health/VitalRecordsandHealthStatistics/VitalRecords

ILLINOIS

Division of Vital Records
Illinois Department of Public Health
925 E Ridgely Avenue
Springfield, IL 62702
(217) 782-6553
www.dph.illinois.gov/topics-services

INDIANA

Vital Records
Indiana State Department of Health
P.O. Box 7125
Indianapolis, IN 46206-7125
(317) 233-2700
<http://www.in.gov/isdh/index.htm>

IOWA

Iowa Department of Public Health
Bureau of Vital Records
Lucas State Office Building
321 East 12th Street
Des Moines, IA 50319-0075
(515) 281-4944
[www.idph.iowa.gov/health-statistics/
request-record](http://www.idph.iowa.gov/health-statistics/request-record)

KANSAS

Office of Vital Statistics
Curtis State Office Building
1000 SW Jackson Street
Suite 120
Topeka, KS 66612-2221
(785) 296-1400
www.kdheks.gov/vital

KENTUCKY

Office of Vital Statistics
Department for Public Health
Cabinet for Health and Family Services
275 East Main Street 1E-A
Frankfort, KY 40621
(502) 564-4212
www.chfs.ky.gov/dph/vital

LOUISIANA

Vital Records Registry
P. O. Box 60630
New Orleans, LA 70160
[http://new.dhh.louisiana.gov/index.cfm/
subhome/21](http://new.dhh.louisiana.gov/index.cfm/subhome/21)

MAINE

Maine Center for Disease Control and Prevention
11 State House Station
220 Capitol Street
Augusta, ME 04333-0011
(207) 287-3181
[www.maine.gov/portal/about_me/
vital_records.html](http://www.maine.gov/portal/about_me/vital_records.html)

MARYLAND

Division of Vital Records
Department of Health and Mental Hygiene
6550 Reistertown Road
P.O. Box 68760
Baltimore, MD 21215-0020
(410) 764-3038
www.vsa.state.md.us

MASSACHUSETTS

Registry of Vital Records and Statistics
150 Mount Vernon Street
1st Floor
Dorchester, MA 02125-3105
(617) 727-2816
[www.mass.gov/eohhs/gov/departments/dph/
programs/admin/dmoa/vitals](http://www.mass.gov/eohhs/gov/departments/dph/programs/admin/dmoa/vitals)

MICHIGAN

Vital Records Request
P.O. Box 30721
Lansing, MI 48909
(517) 335-8666
<http://www.michigan.gov/mdhhs>

MINNESOTA

Minnesota Department of Health
Central Cashiering-Vital Records
P.O. Box 64499
St. Paul, MN 55164
(651) 201-5740
www.health.state.mn.us

MISSISSIPPI

Mississippi Vital Records
State Department of Health
P. O. Box 1700
Jackson, MS 39215-1700
(601) 576-7981
www.msdh.state.ms.us

MISSOURI

Missouri Department of Health
and Senior Services
Bureau of Vital Records
930 Wildwood
P. O. Box 570
Jefferson City, MO 65102-0570
(573) 751-6387
www.health.mo.gov/data/vitalrecords

MONTANA

Office of Vital Statistics
MT Department of Public
Health and Human Services
111 N Sanders, Rm 6
P. O. Box 4210
Helena, MT 59604
(406) 444-2685
www.dphhs.mt.gov/vitalrecords

NEBRASKA

Nebraska Vital Records
P. O. Box 95065
Lincoln, NE 68509-5065
(402) 471-2871
www.dhhs.ne.gov/publichealth/Pages/vital_records.aspx

NEVADA

Office of Vital Records
4150 Technology Way
Suite 104
Carson City, NV 89706
(775) 684-4242
http://dpbh.nv.gov/Programs/BirthDeath/Birth_and_Death_Vital_Records_-_Home

NEW HAMPSHIRE

Division of Vital Records Administration
Archives Building
71 South Fruit Street
Concord, NH 03301-2410
(603) 271-4651
www.sos.nh.gov/vital_records.aspx

NEW JERSEY

Office of Vital Statistics & Registry
NJ Department of Health
P. O. Box 370
Trenton, NJ 08625-0307
(866) 649-8726
www.state.nj.us/heath/vital

For Divorce:

Clerk of the Superior Court
Superior Court of NJ
Public Information Center
171 Jersey Street
P. O. Box 967
Trenton, NJ 08625-0967

NEW MEXICO

New Mexico Vital Records
P. O. Box 25767
Albuquerque, NM 87125
(866) 534-0051
www.nmhealth.org/about/erd/bvrhs/vrp

NEW YORK (EXCEPT NEW YORK CITY)

Certification Unit
 Vital Records Section
 2nd Floor
 800 North Pearl Street
 Menands, NY 12204
 (855) 322-1022
www.health.ny.gov/vital_records

NEW YORK CITY

For Birth or Death:
 NYC Health Department
 125 Worth Street, CN4, Rm. 133
 New York, NY 10013-4090
 (212) 639-9675
www.nyc.gov/vitalrecords

For Marriage:
 Bronx Borough
 City Clerk's Office
 1780 Grand Concourse
 Bronx, NY 10457

Brooklyn Borough
 City Clerk's Office
 Municipal Building
 210 Joralemon Street
 Brooklyn, NY 11201

Manhattan Borough
 City Clerk's Office
 Municipal Building
 1 Centre St
 New York, NY 10007

Queens Borough
 City Clerk's Office
 120-55 Queens Boulevard
 Kew Gardens, NY 11424

Staten Island Borough
 City Clerk's Office
 Staten Island Borough Hall
 10 Richmond Terrace
 Room 311
 Staten Island, NY 10301

NORTH CAROLINA

North Carolina Vital Records
 1903 Mail Service Center
 Raleigh, NC 27699-1903
 (919) 733-3000
www.vitalrecords.nc.gov

NORTH DAKOTA

North Dakota Department of Health
 Division of Vital Records
 600 East Boulevard Avenue
 Dept. 301
 Bismarck, ND 58505-0200
 (701) 328-2360
www.ndhealth.gov/vital

NORTHERN MARIANA ISLANDS

Commonwealth Healthcare Corporation
 Vital Statistics Office
 P. O. Box 500409
 Saipan, MP 96950
 (670) 236-8717
www.chcc.gov.mp

OHIO

Vital Statistics
 Ohio Department of Health
 P.O. Box 15098
 Columbus, OH 43215
 (614) 466-2531
www.odh.ohio.gov/healthstats/dataandstats

OKLAHOMA

Vital Records Service
 State Department of Health
 1000 Northeast 10th Street
 Oklahoma City, OK 73117
 (405) 271-4040
www.ok.gov/health/Birth_and_Death_Certificates

OREGON

Oregon Vital Records
 P. O. Box 14050
 Portland, OR 97293-0050
 (971)673-1190
www.public.health.oregon.gov

PENNSYLVANIA

Division of Vital Records
101 South Mercer Street
Room 401
P. O. Box 1528
New Castle, PA 16103
(724) 656-3100
www.health.pa.gov/MyRecords/Certificates

PUERTO RICO

Department of Health
Demographic Registry
414 Barbosa Avenue
Lincoln Building
San Juan, Puerto Rico 00925
(787) 765-2929
www2.pr.gov/Pages/servicefilter.aspx

RHODE ISLAND

Rhode Island Department of Health
Office of Vital Records
Room 101
3 Capitol Hill
Providence, RI 02908-5097
(401) 222-2811
www.health.ri.gov/records/

For Divorce:

Clerk of Family Court
1 Dorrance Plaza
Providence, RI 02903

SOUTH CAROLINA

Office of Vital Records
SC DHEC
2600 Bull Street
Columbia, SC 29201
(803) 898-3630
www.scdhec.gov/VitalRecords

SOUTH DAKOTA

Vital Records
State Department of Health
207 E Missouri Avenue, Suite 1-A
Pierre, SD 57501
(605) 773-4961
www.doh.sd.gov/Records/

TENNESSEE

Tennessee Vital Records
1st Floor, Central Services Building
421 5th Avenue, North
Nashville, TN 37247
(615) 741-1763
www.tn.gov/health

TEXAS

Texas Vital Records
Department of State Health
P. O. Box 12040
Austin, TX 78711-2040
(512) 458-7111
www.dshs.texas.gov/vs/reqproc/forms.shtm

UTAH

Office of Vital Records and Statistics
Utah Department of Health
288 North 1460 West
P. O. Box 141012
Salt Lake City, UT 84114-1012
(801) 538-6105
www.health.utah.gov/vitalrecords/

VERMONT

For Birth or Death most recent 5 years:
Vermont Department of Health
Vital Records Section
P. O. Box 70
108 Cherry Street
Burlington, VT 05402-0070
(802) 863-7275
www.sec.state.vt.us/archives-records/vital-records

Records more than 5 years old:

Vermont State Archives and Records
Administration
Office of the Secretary of State
1078 U.S. Route 2, Middlesex
Montpelier, VT 05633-7701
(802) 828-3286
www.sec.state.vt.us/archives-records/vital-records

VIRGINIA

Division of Vital Records
 P. O. Box 1000
 Richmond, VA 23218-1000
 (804) 662-6200
www.vdh.virginia.gov/vital_records

VIRGIN ISLANDS

For Birth or Death:

St. Croix
 Department of Health
 Vital Statistics
 Charles Harwood Memorial Hospital
 St. Croix, VI 00820
 (340) 718-1311

St. Thomas and St. John
 Department of Health
 Vital Statistics
 Knud Hansen Complex
 St. Thomas, VI 00802
 (340) 774-9000 ext. 4685 or 4686

For Marriage or Divorce:

St. Croix
 Chief Deputy Clerk
 Family Division
 Territorial Court of the Virgin Islands
 P. O. Box 929
 Christiansted
 St. Croix, VI 00820

St. Thomas and St. John
 Bureau of Vital Records and Statistical Services
 Virgin Islands Department of Health
 Charlotte Amalie
 St. Croix, VI 00801

WASHINGTON

Department of Health
 Center for Health Statistics
 P. O. Box 47814
 Olympia, WA 98504-7814
 (360) 236-4300
www.doh.wa.gov/LicensesPermitsandCertificates

WEST VIRGINIA

Vital Registration Office
 Room 165
 350 Capitol Street
 Charleston, WV 25301-3701
 (304) 558-2931
www.wvdhhr.org/bph/hsc/vital/birthcert.asp

WISCONSIN

Wisconsin Vital Records Office
 1 West Wilson Street
 P. O. Box 309
 Madison, WI 53701-0309
 (608) 266-1373
www.dhs.wisconsin.gov/vitalrecords

WYOMING

Vital Statistics Services
 Hathaway Building
 Cheyenne, WY 82002
 (307) 777-7591
www.health.wyo.gov/admin/vitalstatistics

FOREIGN OR HIGH-SEAS EVENTS

For birth records of persons born in foreign countries who are U.S citizens
For birth records of alien children adopted by U.S citizens
For death and marriage records of U.S citizens that occurred in a foreign country
For Records of birth, death and marriage in the Panama Canal Zone for U.S citizens and foreign nationals

Department of State
 Passport Vital Records Section
 44132 Mercure Cir.
 Po Box 1213
 Sterling, VA 20166-1213
www.travel.state.gov/content/passports/en/abroad/events-and-records/death/CRDA-copy.html



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Central Pension Fund

International Union of Operating Engineers and Participating Employers

4115 Chesapeake Street, N.W.

Washington, D.C. 20016-4665

CHANGE SERVICE REQUESTED