

**International Union  
of  
Operating Engineers  
Local 132**

**My  
Retirement**

**Planning  
for the  
future...**

**Pension Fund  
Summary Plan Description**

**2011 Edition**

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This summary is available for you online at

**[www.iuoe132.org](http://www.iuoe132.org)**

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# Introduction

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The International Union of Operating Engineers Local 132 Pension Fund was initially established on April 1, 1962 with the purpose of providing Plan participants with income after their retirement.

Your Summary Plan Description provides an overview of the Plan Document and is used to determine:

- How to qualify for pension benefits
- How much you will receive when you retire
- What payment options are available
- How to apply for benefits
- What to do if you disagree with Plan decisions

The administration and payment of benefits is governed by the Plan Document. We have made every effort to provide you with complete and accurate information. However, if the terms of this Summary Plan Description conflict with the Plan's legal documents, the Plan Document will control.

## About this Booklet

We are pleased to provide you with this updated International Union of Operating Engineers Local 132 Pension Fund Summary Plan Description, which defines and describes the benefits available. This booklet cancels and replaces all previous booklets and related material which you have been previously issued.

Your Plan is a defined benefit pension plan. A defined benefit pension plan uses a formula to determine the benefit you receive when you retire. The amount of your monthly pension benefit is based on the employer contributions which are required to be paid upon your behalf and the benefit accrual rate.

Collective Bargaining Agreements, and the names of the parties thereto and their expiration dates, may be reviewed at the Fund Office. The Collective Bargaining Agreements are between the International Union of Operating Engineers Local 132 and various Employers that have entered into labor contracts with the Union.

A list of the Employers who participate in the Fund may be obtained either by writing to the Administrator or examined at the Fund Office by participants and their beneficiaries during normal business hours. Upon written request, the Administrator will furnish you with information as to

whether a particular Employer participates in the Plan, and if so, their address.

The Plan Year commences on April 1<sup>st</sup> and ends on March 31<sup>st</sup>, and consists of an entire twelve (12) month period for the purposes of accounting and all reports to the United States Department of Labor and other regulatory bodies.

## **Plan Administration**

The Plan is maintained by collective bargaining agreements. You or your beneficiaries may obtain a copy of any of the documents under which the Plan is administered by making a written request to the Fund Office.

The Plan is governed by a Board of Trustees consisting of union and employer representatives. The Trustees are legally required to ensure that the Plan is administered solely for the benefit of Participants and beneficiaries.

## **Plan Financing**

The pension benefits are provided solely through employer contributions and earnings on investments. Participant contributions are not permitted. Employers contribute at fixed rates for specific classifications of Covered Employment described in the various collective bargaining agreements. Your union dues do not provide pension benefits and Union membership, by itself, has no bearing on whether or not you earn benefits.

All employer contributions are deposited in the Pension Trust Fund. Investment professionals selected by the Trustees invest the money according to all legal requirements.

## **Amendment and Interpretation of the Plan**

The Trustees are empowered to amend the Plan and the benefits provided hereunder from time to time as they, in their sole discretion, determine appropriate. Participants will be advised of any material modification to the Plan by notice forwarded to their last known address by first class mail, postage prepaid.

The Trustees are empowered to construe and interpret the Plan and this Summary Plan Description, and any such construction and interpretation adopted by the Trustees in good faith shall be binding upon the Union, Employers, Employees and Participants.

## Upon Becoming a Participant

Your participation in the International Union of Operating Engineers Local 132 Pension Fund begins when you become an Employee who is, or may be, entitled to participate in the benefits provided for in the pension plan, or when you have completed 1,000 Covered Hours. Your Employer must be signatory to a Collective Bargaining Agreement between the Employer and a Union whose bargaining contracts have a provision for payments into the Pension Fund.



When becoming a participant in the Plan, you will be provided an enrollment packet. It is important that you complete the Enrollment Form and return the requested information to the Fund Office so that we may update our records with the most complete and accurate information available. You should contact the Fund Office any time you experience a life change, such as moving and changing your place of residence, getting married, a legal separation from your spouse, or a divorce.

Should you have any questions regarding the Plan, feel free to contact the Fund Office.

## Contacting the Fund Office

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# Vesting

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Vesting Service determines your right to receive monthly pension benefits when you retire. When you earn the required number of years of Vesting Service, your pension benefit is vested. Vested benefits cannot be forfeited, or lost, and you cannot incur a Break-in-Service.

## When You Become Vested

A Vested Benefit can be earned by either of the following:

- Once you have completed at least five (5) years of Vesting Service, you become entitled to a pension benefit at normal retirement.
- If your service with the Plan terminated prior to June 1, 1997, you are required to have completed at least ten (10) years of Vesting Service to be entitled to a pension benefit at normal retirement.

Once you have completed 16,000 or more Covered Hours of service, you are Vested, regardless of whether you have acquired the five (5) or ten (10) Years of Vesting Service.

If you are not Vested and you stop working for a Participating Employer, your records will be maintained by the Fund Office. Should you return to work for an Employer without incurring a Break-in-Service, future hours and contributions will be added to your records and considered towards your earning a Vested Benefit.

# Break-in-Service

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Your right to receive pension benefits is guaranteed once you are vested. Until you become vested, the Plan has rules to protect the pension benefits you earn, even if your Covered Employment is interrupted or your reported hours are reduced.

In this section you will learn how long employment with a contributing employer can be interrupted or your hours reduced, before you lose pension benefits.

## One Year Break-in-Service

A One Year Break-in-Service occurs when you are credited with less than 500 Reported Hours during a Plan Year. You do not have to terminate employment to have a break-in-service. It can also occur because of a reduction in your reported hours.

Consecutive Plan Years in which you incur a one year break-in-service can result in a permanent break-in-service.

## Permanent Break-in-Service

A permanent break-in-service will result in the loss of your Vesting Service and your status as a Participant. If you have less than five (5) years of Vesting Service, a permanent break-in-service occurs when you have five (5) consecutive one-year breaks-in-service.

If you incur a Break-in-Service before you become Vested, all of your Credited Service and Years of Participation stemming from work prior to such Break-in-Service will be completely forfeited. However, should you accumulate a total of 16,000 Covered Hours, all previous Breaks-in-Service will be forgiven and you will be Vested, provided you had not previously drawn a Severance Benefit.

Should you accumulate 16,000 or more Covered Hours, all previous Breaks-in-Service will be forgiven and you will be Vested, provided you had not previously drawn a Severance Benefit.

## Permanent Break-in-Service Example

The following example shows how a year of Vesting Service is earned and how you would incur a break-in-service.

Plan Year	Covered Hours	Vesting Service	
2001	300	0	
2002	1,200	1	
2003	1,000	1	
2004	1,350	1	
2005	1,750	1	
2006	0	0	1-year break-in-service
2007	0	0	1-year break-in-service
2008	0	0	1-year break-in-service
2009	0	0	1-year break-in-service
2010	0	0	1-year break-in-service
2011	0	0	
Total	5,600	4	

In this example, the 2001 plan year does not count towards Vesting Service as this participant worked less than 1,000 Covered Hours in the Plan Year.

This participant had a total of four (4) years of vesting service for the 2002 through 2005 plan years.

This participant then had a 1-year break-in-service for the 2006, 2007, 2008, 2009 and 2010 plan years.

Although this participant accumulated four (4) years of Vesting Service, he incurred a permanent break-in-service on April 1, 2011.

In this example, should the participant return to Covered Employment and accumulate a total of 16,000 or more covered hours, the Plan would forgive the previous permanent break-in-service and the participant would become vested with the Plan. (This is assuming the participant had not previously drawn a Severance benefit.)

## Permanent Break-in-Service Due to Reduced Hours

The following example shows a participant who has incurred a permanent break-in-service due to reduced hours.

Plan Year	Covered Hours	Vesting Service	
2001	1,800	1	
2002	1,450	1	
2003	900	0	
2004	1,350	1	
2005	1,375	1	
2006	250	0	1-year break-in-service
2007	450	0	1-year break-in-service
2008	260	0	1-year break-in-service
2009	395	0	1-year break-in-service
2010	250	0	1-year break-in-service
2011	0	0	
Total	7,480	4	

In this example, 2003 does not count towards Vesting Service as this participant worked less than 1,000 Covered Hours in the Plan Year. However, this year also did not count as a 1-year break-in-service year as the participant worked over 500 Covered Hours.

Although the participant had Covered Hours reported for the Plan Years 2006 through 2010, he had less than 500 Covered Hours reported for each Plan Year and had five consecutive one year breaks-in-service.

Although this participant accumulated four (4) years of Vesting Service, he incurred a permanent break-in-service on April 1, 2011.

In this example, should the participant return to Covered Employment and accumulate a total of 16,000 or more covered hours, the Plan would forgive the previous permanent break-in-service and the participant would become vested with the Plan. (This is assuming the participant had not previously drawn a Severance benefit.)

## No Break-in-Service Due to Becoming Vested

The following example shows a participant who has not incurred a permanent break-in-service by becoming vested.

Plan Year	Covered Hours	Vesting Service	
2001	1,800	1	
2002	1,450	1	
2003	900	0	
2004	1,350	1	
2005	375	0	1-year break-in-service
2006	250	0	1-year break-in-service
2007	450	0	1-year break-in-service
2008	260	0	1-year break-in-service
2009	1,200	1	
2010	1,290	1	
2011	0	0	
Total	9,325	5	

In this example, 2003 does not count towards Vesting Service as this participant worked less than 1,000 Covered Hours in the Plan Year. However, this year also did not count as a 1-year break-in-service year as the participant worked over 500 Covered Hours.

Although the participant had Covered Hours reported for the Plan Years 2005 through 2008, he had less than 500 Covered Hours reported for each Plan Year.

On April 1, 2011 the participant became vested in the Plan as he has accumulated five (5) years of Credited Service without incurring a permanent break-in-service.

# Absences from Covered Employment

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If you are absent from Covered Employment for any of the following reasons, such absences will not count against you in determining if you have incurred a Break-in-Service:

- Qualified military service;
- Pregnancy, birth of a child, or care of a child during the period immediately following the birth or placement for adoption;
- Authorized strikes and lockouts.

Credited Service will be provided under the Plan for the year the absence begins or in the following year up to 501 hours if the crediting is necessary to avoid a Break-in-Service.

Should your absence be due to military service, you must meet the following requirements for Credited Service:

- You must be employed in Covered Employment immediately before your military service;
- The cumulative period of absence due to military service must not exceed five (5) years; and
- You must:
  - Notify your employer that you are taking a leave;
  - Apply for reemployment within three (3) months of completing service; and
  - Provide the Fund with information documenting your military service within one (1) year of reemployment.

Should your absence be due to pregnancy, birth of a child, or care of a child during the period immediately following the birth or placement for adoption, you must meet the following requirements for Credited Service:

- You must be employed in Covered Employment immediately prior to your absence;
- You return to Covered Employment within 90 days after your leave; and
- You earn at least one year of Vesting Service after you return from leave or you are eligible for retirement at the end of your excused absence.

Should your absence be due to an authorized strike or lockout, you must return to Covered Employment immediately following the strike or lockout.

# Benefit Accrual Rates

When you retire, your monthly pension benefit equals the sum of the total employer contributions made to the Plan on your behalf multiplied by the benefit accrual rate in effect at the time you worked in covered employment. The tables below show the benefit accrual rates and the accompanying work periods to which they apply.

<b>If you last worked in covered employment during:</b>	<b>Benefit Accrual Rates</b>	
04/01/1976 through 06/30/1980	2.90%	The benefit accrual rate in effect when you last worked in covered employment will apply to all contributions earned during these periods.
07/01/1980 through 03/31/1985	3.00%	
04/01/1985 through 05/31/1998	3.10%	
06/01/1998 through 03/31/2008	3.27%	
<b>If you last worked in covered employment after 3/31/2008, your benefit is based upon the accrual rates below plus the last rate applicable above:</b>	<b>Benefit Accrual Rates</b>	
04/01/2008 through 08/31/2009	2.75%	This benefit accrual rate applies to all contributions earned during this period.
On and after 09/01/2009	1.00%	This benefit accrual rate applies to all contributions earned after September 1, 2009.

For participants with at least one hour of contributory service prior to April 1, 2008, the benefit accrual rate in effect when you worked in covered employment will apply for all contributions earned prior to April 1, 2008.

For example, if you had at least one hour of contributory service between June 1, 1998 and March 31, 2008, the benefit accrual rate of 3.27% will apply for all contributions earned prior to April 1, 2008.

The benefit accrual rate of 2.75% of contributions paid on your behalf will apply to work performed on and after April 1, 2008 but prior to September 1, 2009.

The benefit accrual rate of 1.00% of contributions paid on your behalf will apply to work performed on and after September 1, 2009.

# Types of Benefits Provided by the Plan

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The Plan provides for the following types of retirement benefits:

- Normal
- Early Non-Reduced
- Early
- Disability
- Severance

## Normal Retirement Benefit

When the Plan talks about pension benefits, it's talking about Normal Retirement Benefits, which are the benefits available on your normal retirement date. The calculation of Early Retirement Benefits, Disability Retirement Benefits and Death Benefits are all dependent upon your Normal Retirement Benefit.

Your normal retirement date is the date you become eligible to receive pension payments under the Plan. To qualify for this benefit you must retire from Covered Employment on or after your normal retirement date, when you attain age sixty-five (65), with any of the following:

- 16,000 or more Covered Hours
- Five (5) or more years of participation and you are credited with at least one hour in covered employment on or after June 1, 1997
- Ten (10) or more years of participation and you last worked in covered employment prior to June 1, 1997

You do not have to retire at your Normal Retirement date. You may continue to work and have contributions reported upon your behalf, however, your retirement benefits must begin April 1 of the year following the later of the date you stop working or when you reach the age of seventy and one-half (70 ½).

## When Do Normal Retirement Benefits Begin

Your Normal Retirement Benefit becomes effective on, and is always measured from your normal retirement date, age sixty-five (65), even if you continue to work in Covered Employment beyond that date.

Your Normal Retirement Benefit will begin on the first day of the calendar month following the date you become entitled to a pension and after you have applied for that benefit.

You should apply for a pension within a reasonable time, generally three (3) months before you plan to retire.

### **Deferred Vested Retirement Benefit**

If you terminate employment before your normal retirement date and you have met the Covered Hours or Years of Participation requirement to qualify for a Normal Retirement Benefit, your pension benefits are vested and you are entitled to a Deferred Vested Benefit.

A Deferred Vested Benefit is payable at your normal retirement date. If you qualify for Early Retirement Benefits, reduced pension benefits can become available as early as age fifty-five (55).

Once you become eligible for a Deferred Vested Benefit, you can not incur a Break-in-Service and your benefits available through the Plan can not be forfeited.

## **Early Non-Reduced Retirement Benefit**

An Early Non-Reduced Retirement Benefit is available with the Plan should you satisfy certain age and Covered Hours requirements.

The eligibility for this benefit option is determined by the hours reported to the Plan on your behalf. Hours reported to Related Pension Funds are not considered, unless they were previously transferred to the IUOE Local 132 Pension Fund pursuant to a reciprocal agreement.

If you were not vested as of April 1, 2008, but later become vested in the Plan, the Early Non-Reduced Retirement Benefit requires you to be at least age sixty (60) with a total of 45,000 or more Covered Hours. (There are no additional age and hour combinations available for a non-reduced benefit if you became vested after April 1, 2008.)

If you were vested on or before April 1, 2008, shown below are the age and hour combinations required for the Early Non-Reduced benefit:

- Age 64 and 25,000 Covered Hours
- Age 63 and 30,000 Covered Hours
- Age 62 and 35,000 Covered Hours
- Age 61 and 40,000 Covered Hours
- Age 60 and 45,000 Covered Hours

If you worked in covered employment on or after January 1, 2001 and were vested on or before April 1, 2008, the following additional Early Non-Reduced Retirement Benefit combinations are applicable:

- Age 59 and 50,000 Covered Hours
- Age 58 and 55,000 Covered Hours
- Age 57 and 60,000 Covered Hours

## **When Do Early Non-Reduced Retirement Benefits Begin**

Your Early Non-Reduced Retirement Benefit will begin on the first day of the calendar month following the date you become entitled to a pension and after you have applied for that benefit. An Early Non-Reduced Retirement Benefit is never payable before you reach age fifty-seven (57).

You should apply for a pension within a reasonable time, generally three (3) months before you plan to retire.

## **Early Retirement Benefit**

The Plan allows you to receive Early Retirement Benefits if you retire from Covered Employment with any of the following:

- Age sixty (60) with 16,000 or more Covered Hours; or
- Age fifty-five (55) with 24,000 or more Covered Hours.

Your Early Retirement Benefit will equal the total pension benefit you earned when employment terminates, reduced by  $\frac{1}{2}$  of 1% for each month that benefits begin before the earlier of your normal or early non-reduced retirement date.

Early Retirement Benefits are reduced because the monthly payments will be made over a longer period of time than if you waited until your normal retirement date to begin receiving benefits.

## **When Do Early Retirement Benefits Begin**

Your Early Retirement Benefit will begin on the first day of the calendar month following the date you become entitled to a pension and after you have applied for that benefit. An Early Retirement Benefit is never payable before you reach age fifty-five (55).

You should apply for a pension within a reasonable time, generally three (3) months before you plan to retire.

## **Disability Retirement Benefit**

The Plan provides Disability Retirement Benefits to help protect you and your family against the loss of income as a result of a total and permanent disability.

**Should you qualify for an Early, Early Non-Reduced or Normal Retirement Benefit, the Plan requires you to make application for that benefit as you will not be entitled to a Disability Retirement Benefit.**

To qualify for a Disability Retirement Benefit, you must satisfy all of the following conditions:

- You must be in active employment at the time of your disability;
- You must be age forty-five (45) or older;
- You must have at least 8,000 Covered Hours;
- You must have qualified for Social Security Disability Benefits;
- You must not be eligible for any other benefits under the Plan.

If you are at least age forty-five (45) your Disability Retirement Benefit will begin once your application and proof of disability are received and approved. If you are less than age forty-five (45), your benefit will begin on the first day of the month following your attainment of age forty-five (45), provided all conditions are satisfied at that date.

Your Disability Retirement Benefit will be reduced based on your age at the time of retirement. For the purposes of this benefit, if you are between the ages of forty-five (45) and fifty-seven (57), the benefit payable will be fifty percent (50%) of your accrued Normal Retirement Benefit. For ages fifty-eight (58) through sixty-five (65), the benefit will be reduced by one-half of one percent ( $\frac{1}{2}\%$ ) for each month prior to age sixty-five (65).

You must make an election regarding the joint and survivor benefit options when completing your Disability Retirement benefit application. You will not be permitted to change your benefit election once your Disability Retirement benefit commences, your decision is final. Upon becoming eligible for a conversion to a Normal Retirement benefit, the benefit option you chose at the time your Disability Retirement began will continue.

Disability Retirement Benefits will cease when any of the following events occur:

- You are re-employed by a contributing Employer
- Your disability ceases
- You refuse to be examined by a doctor chosen by the Trustees

Termination of Disability Retirement Benefits will not prevent you from qualifying for any other forms of pension benefits available under the Plan.

### **When Do Disability Benefits Begin**

If you are at least age forty-five (45) your Disability Retirement Benefit will begin once your application and proof of disability are received and approved. If you are less than age forty-five (45), your benefit will begin on the first day of the month following your attainment of age forty-five (45), provided all conditions are satisfied at that date.

You should apply for a pension within a reasonable time, generally three (3) months before you plan to retire.

## **Pro-Rata Retirement Benefit**

A Pro-Rata Retirement Benefit is available under this Pension Plan for Employees who would otherwise lack sufficient Service Credit in order to be eligible for any pension because the years of employment were divided between different pension plans.

A Related Pension Plan is any other pension plan in which the Trustees have executed a Pension Reciprocity Agreement for Operating Engineers Pension Funds.

In order for an Employee to be eligible for a Pro-Rata Pension under this Plan, he must satisfy all of the following requirements:

1. He must be retired and not performing work for which contributions are being made to a Related Plan; and
2. He would be eligible for any type of pension under this Plan if his Combined Pension Credits were treated as Credited Service under this Plan; and
3. He has at least one (1) year of Credited Service in which contributions have been made to this Plan; and
4. He is eligible for a Pro-Rata Pension from a Related Plan; and
5. He waives his right to any other pension he may otherwise be entitled to from the Plan.

The amount of the Pro-Rata Pension Benefit is determined in the same manner as to the calculation of regular pension benefits based on the years of Credited Service under this Plan and the Employer contributions reported to this Plan on behalf of the Employee.

## **Reciprocity**

A Participant working for an Employer in another local's jurisdiction should contact their Union Office to see if that local maintains a pension plan that is signatory to the International Union of Operating Engineers Pension Reciprocity Agreement. If the other local does participate, you can complete a Transfer Authorization Form and request the Related Pension Plan to transfer any hours and contributions reported upon your behalf to the International Union of Operating Engineers Local No. 132 Pension Fund.

It is important to complete a Transfer Authorization Form when you begin working out of the other local's jurisdiction. There are some Related Pension Plans from which the Local No. 132 Pension Fund is not permitted to accept a transfer of hours and contributions after you have

completed one (1) or more years in which you have accumulated 1,000 or more Covered Hours. Furthermore, there are Related Pension Plans that may not transfer your hours and contributions which are over one (1) year old.

For additional information concerning Reciprocity, please contact the Fund Office.

## **Severance Benefit**

In the event you do not become vested for a Normal, Early Non-Reduced, or Early Retirement Benefit, you may qualify for a Severance Benefit if you meet the following conditions:

- You must incur a Break-in-Service
- You must have at least 1,600 Covered Hours
- You are not eligible for any other benefits under the Plan, including a vested future benefit

The Severance Benefit payable to qualified participants is a lump sum payment equal to the contributions paid to the Plan on your behalf, without interest, for work performed prior to September 1, 2007.

The Severance Benefit excludes any contributions for work performed on or after September 1, 2007. Therefore, if you do not become vested for a benefit, any contributions received for work on or after September 1, 2007 will be forfeited after you incur a Break-in-Service.

## **When Is A Severance Benefit Paid**

Your Severance Benefit would become available on the first day of the calendar month following the date you incur a permanent break-in-service and after you have applied for that benefit.

You should apply for a pension within a reasonable time, generally three (3) months before you plan to retire.

# Benefit Payment Options

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Not all participants have the same financial concerns. Some participants are married and want to provide a benefit for their spouse in the event of their death, while other participants may want to draw the highest monthly benefit the Plan can provide. Your Pension Fund allows you to choose the monthly pension benefit that is right for you and your family.

In general, pension benefits are payable in one of the following forms:

- Life Annuity, Five (5) Year Certain Benefit
- Life Plus Sixty (60) Month Benefit Option
- 50% Joint and Survivor Benefit
- 75% Joint and Survivor Benefit
- 100% Joint and Survivor Benefit

The relative values of the benefit options available are approximately equal with the relative value comparison being made by converting the value of each optional form of payment to the “Normal” form of payment, which is a “Life Annuity, Five (5) Years Certain Benefit” if you are single and a “100% Qualified Joint and Survivor Benefit” form of payment if you are married.

The conversion from one form of monthly payment to another is based upon life expectancy and interest discounts. The relative values of monthly benefits will be calculated on the basis of actuarial equivalence. The comparison of benefits is based on average life expectancies, therefore the relative value of payments made under an optional form of payment will ultimately depend on how long you actually live.

At your time retirement, you should consult an attorney, accountant, or financial advisor before electing a form of benefit.

It is important that you realize once you have chosen your Retirement Benefit Option, you may not change your election once your benefit commences. Your decision is final.

Following is a description and explanation of each of the Benefit Payment Options available and how they affect the monthly pension benefit you will receive.

## **Life Annuity, Five (5) Year Certain Benefit**

This benefit option provides the highest monthly payment of all the benefit payment options available under the Plan.

The Life Option, Five (5) Year Certain Benefit provides you monthly payments for as long as you live. If your death occurs prior to your receiving sixty (60) monthly benefit payments, then the remaining balance of the sixty (60) monthly payments will be paid in a lump sum to your designated spouse or beneficiary. If your death occurs after you have received sixty (60) or more monthly payments, there would be no payment to any designated beneficiary after your death.

If you are married, you can elect this payment option only if your eligible spouse gives consent to the election.

## **Life Plus Sixty (60) Month Benefit Option**

This option is actuarially reduced based on your age at the time of retirement and will pay you a monthly pension benefit for as long as you live. If your beneficiary survives you, he or she will receive a lump sum benefit which is actuarially equivalent to sixty (60) months of the benefit that had previously been payable to you as the retiree.

If you are married, you can elect this benefit option only if your eligible spouse gives consent to the election.

## **50% Qualified Joint and Survivor Option**

This option is actuarially reduced based on your age and your spouse's age at the time of retirement and will provide you a monthly benefit for as long as you live. At your death, your eligible spouse will receive 50% of the monthly benefit you were receiving for the rest of their life.

Should your spouse predecease you, your monthly benefit will revert back to the Life Option amount effective on the first day of the month following your spouse's death.

In order for your spouse to be entitled to a Qualified Joint and Survivor benefit, you and your spouse must have been married on the effective date of retirement.

## **75% Qualified Joint and Survivor Option**

This option is actuarially reduced based on your age and your spouse's age at the time of retirement and will provide you a monthly benefit for as long as you live. At your death, your eligible spouse will receive 75% of the monthly benefit you were receiving for the rest of their life.

Should your spouse predecease you, your monthly benefit will revert back to the Life Option amount effective on the first day of the month following your spouse's death.

In order for your spouse to be entitled to a Qualified Joint and Survivor benefit, you and your spouse must have been married on the effective date of retirement.

## **100% Qualified Joint and Survivor Option**

This option is actuarially reduced based on your age and your spouse's age at the time of retirement and will provide you a monthly benefit for as long as you live. At your death, your eligible spouse will receive the same monthly benefit you were receiving for the rest of their life.

Should your spouse predecease you, your monthly benefit will revert back to the Life Option amount effective on the first day of the month following your spouse's death.

In order for your spouse to be entitled to a Qualified Joint and Survivor benefit, you and your spouse must have been married on the effective date of retirement.

If you get married after you retire, you are not permitted to elect a Joint and Survivor Benefit Option, as these options are only available at the time of retirement.

# Applying for Pension Benefits

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## When to Retire

The decision of when to retire is completely up to you and your Employer. There is nothing in the Plan which requires that you retire at any time nor is there anything in the Plan which requires that your Employer retain you in his service.

If, however, you cease active employment and are at least age seventy and one-half (70½), the Plan is required by federal law to begin providing you with a pension benefit effective no later than April 1<sup>st</sup> of the calendar year following the later of your attainment of age seventy and one-half (70½) or the date you stop working.

## Making Application

Pension benefit payments do not automatically begin when you retire. You must complete written applications to receive your benefits.

The Notification of Retirement Application will require you to provide your name, address, social security number and marital status. You will also be required to attach the following documents:

- State Certified birth certificate for you and your spouse (if married)
- State Certified marriage license (if married)
- A copy of your divorce decree (if divorced)
- A Social Security Awards Letter (if disabled)
- A copy of your Union Card showing your initiation date

Other acceptable evidence of your Proof of Age are (listed in order of preference):

- Official Infant Baptism Certificate showing your date of birth
- Certified copy of School Age Record
- Certified copy of Page of Family Bible showing birth record
- Naturalization Papers
- Passport
- Life Insurance Policy issued at least five (5) years earlier by a company
- Qualified military service record

In regards to Death Benefits, if you are a surviving spouse and entitled to a monthly benefit, you will need to submit a State Certified Death Certificate.

If your spouse, the participant, was not receiving a monthly pension benefit, you will also need to submit the following:

- An Application for Retirement
- State Certified birth certificate for deceased participant and yourself
- State Certified marriage license.

## **Payment of Benefits**

On your Application for Retirement Benefits, you will have the option to have your monthly benefit deposited directly in your bank account.

When you elect to have your monthly benefit deposited in your bank, your benefit will be sent directly to your checking or savings account and will be available on the first business day of each month. By using this option, your monthly benefit will not be lost in the mail, mishandled, stolen or delayed through the postal service due to holidays or heavy mail volume.

Once retired, should you wish to change the account you elected at the time of retirement, you may contact the Fund Office and request the proper form for completion.

## **Federal Taxes**

Under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), monthly Retirement Benefits paid to Participants and Beneficiaries are subject to federal income tax withholding if your monthly benefit exceeds a certain amount.

At your time of retirement, the Fund Office will mail you a Form W-4P for you to complete and return. You may wish to have federal taxes withheld based on specified exemptions or you may elect a specified amount of taxes to be withheld from your monthly pension benefit. The Fund will report the Federal Taxes withheld to the Internal Revenue Service monthly.

At the end of each calendar year, the Fund Office will prepare and mail you an IRS Form 1099R tax form showing your gross pension benefits and any Federal Taxes withheld during the year.

The Fund does not withhold state taxes from any pension benefits payable. You should contact your state tax department to inquire if you will be required to make state tax payments quarterly or annually.

The Fund Office can not provide you with individual tax advice.

## **Effects on Social Security Benefits**

The benefits under this Plan will not affect your Social Security Benefits.

The benefits provided under this Plan are in addition to the benefits provided under Social Security. We suggest that you check with the local office of the Federal Social Security Administration to determine the amount of benefits which you may expect to receive under the Federal Social Security Act.

## **Can my Benefits be Assigned or Transferred**

In general, your benefit and the benefit of other persons entitled to benefits under the Plan may not be voluntarily or involuntarily assigned, sold or transferred and are not subject to the claims of any creditors.

However, the Trustees may be required by law to recognize obligations you incur as a result of court-ordered child support or alimony. The Trustees must honor a Qualified Domestic Relations Order (QDRO), which is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your interest in the Plan to your spouse, former spouse, child or other dependent. The Trustees will determine the validity of any domestic relations order it receives in accordance with its Qualified Domestic Relations Order Policy.

You will be notified if the Plan receives a Domestic Relations Order and if it meets the requirements of a Qualified Domestic Relations Order (QDRO).

*You may request to review the QDRO Policy by contacting the Fund Office.*

## **Returning to Work after Retiring**

If you are receiving an Early Retirement Benefit, such benefit will be suspended for any calendar month in which you are employed in the same industry, same trade or craft, and in the same geographical area covered by the Plan.

If you are receiving a Normal Retirement Benefit, your benefit will be suspended for any calendar month in which you are employed eighty (80) or more hours in the same industry, same trade or craft, and in the same geographical area covered by the Plan.

Once you have attained age seventy and one-half (70½), returning to work in the same industry, trade or craft, and in the same geographical area covered by the Plan, will not affect the payment of your monthly benefit. Any additional contributions received on your behalf, will be adjusted and added to your monthly benefit on an annual basis.

In the event your benefits are suspended as a result of your returning to work, the Plan will notify you in writing to that effect, giving a general description of the Plan provisions relating to the suspension of payments, a copy of such provisions as well as identification of applicable Department of Labor Regulations that may be found in Section 2530.203-3 of the Code of Federal Regulations. You have the right to appeal any such decision in accordance with the claim review procedures set forth in this Summary Plan Description. In the event you received benefits subsequent to your returning to work and prior to the date of notification, the notice will also advise you of the Fund's intent to offset any suspendible amount actually paid during the period of such employment identifying specifically the period of employment and the suspendible amount which is subject to offset. It will also advise you that your benefit will be reinstated no later than the first day of the third calendar month after the calendar month in which you cease to be employed in suspendible employment. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume, less an offset of 100% of the first scheduled payment and an offset of 25% of any subsequent monthly payments, until such time as the total suspendible amount has been recovered in full by the Fund.

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

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In the event of your death, your spouse or beneficiary must contact the Fund Office. They will be requested to supply a Certified Death Certificate if they are entitled to any benefits through the Plan. The Fund Office will also supply this information to the Union Hall. Your spouse or beneficiary will be written to re-affirm all information discussed on the phone and a self-addressed return envelope will be provided for any requested information.

### **Pre-Retirement Death Benefits**

There are several types of benefits provided by the Plan depending on your status at the time of your death.

### **Vested Future Retirement Benefit and you die prior to your Early Retirement Date**

If you are vested in a future retirement benefit and die before your Early Retirement date, and you and your spouse have not waived this option, a Qualified Survivor Benefit will automatically be paid to your surviving Spouse. This benefit will be in the form of a monthly payment equal to 100% of your earned monthly benefit at the date of your death. The Qualified Survivor Benefit will not start earlier than the first day of the month that you would have qualified for an Early Retirement Benefit had you not died.

Your spouse's right to a future Qualified Survivor Benefit can be waived only by you in writing with the written consent of your spouse. Such consent must be upon a form provided by the Fund Office and it must be filed with the Fund Office prior to your death. Your surviving spouse cannot waive the Qualified Pre-Retirement Survivor Benefit after your death.

Should this benefit option be waived, your Surviving Spouse would receive the greater of a Lump Sum Death Benefit equal to the contributions paid to the Fund on your behalf, without interest, or the actuarial present value of the Qualified Survivor Benefit.

## **Vested Future Retirement Benefit and you die after your Early Retirement Date**

If you are vested in a future retirement benefit and die after your Early Retirement Date, but prior to your actual retirement, and you and your spouse have not waived this option, a Qualified Survivor Benefit will automatically be paid to your surviving Spouse. This benefit will be in the form of a monthly payment equal to 100% of your spouse's earned monthly benefit at the date of your death beginning on the first day of the month following your death and continuing for your spouse's lifetime.

## **Death Benefit after your Retirement**

The Plan provides for a survivor benefit after the date of retirement unless you rejected this option at the time of retirement.

If you elected one of the Joint and Survivor Benefit options at your time of retirement, your spouse will automatically receive a monthly benefit beginning the month following your death. The benefit will be in the form of a monthly payment equal to either 50%, 75% or 100% of the benefit paid to you immediately preceding your death, depending on the election you made at your time of retirement.

## **Fund's Right of Recovery**

The Fund has the right to recover from any Participant, or any other individual, any payments made as a result of misrepresentation, mistake or error, irrespective of the party causing any such mistake or error.

# Claim Review Procedure

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If any claim for benefits is denied in whole or in part, the Fund Office will give notice of such denial within ninety (90) days of receipt of claim. The written denial will state, in a manner deemed to be understood by you, the specific reason for the denial; the specific Plan provisions on which the denial is based; additional information necessary, if any, for you to perfect the claim and an explanation of the need for that information and a description of the steps you may take to request a review of the decision.



You may submit a written request to the Fund Office for review of the claim denial within sixty (60) days of your receipt of the notice of denial. You have the right to review any applicable Plan documents and to request a personal appearance before the Trustees to present your case.

The Trustees will review your appeal during the next regularly scheduled Trustee's Meeting, unless your appeal is received less than thirty (30) days prior to that meeting. In this case, the appeal will be considered during the second regular Trustees' Meeting following receipt of your appeal. If special circumstances exist requiring an extension of time for processing the appeal or obtaining more information, you will be so notified, however a determination will be made no later than the next following meeting and you will be advised of the date of that meeting. On any appeal to the Trustees, you have the right to be present together with a representative of your choosing, at your expense. Notice of a determination made during the quarterly Trustees' Meeting will be provided to you in writing within five (5) days following the decision. This decision will set out the specific reasons for the decision and provide specific reference to the pertinent Plan provisions on which the decision is based.

The decision of the Trustees on review will be made in good faith and will be final and binding on all issues. Claimant or claimant's duly authorized representative will be required to exhaust the entire Claim Review Procedure before instituting any other form of action. Decisions on request for reviews involving terms of the Plan, such as the eligibility rules, will also be made by the Board of Trustees.

# Definition of Terms

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## **Alternate Payee**

An Alternate Payee is a spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the benefits under this Plan with respect to the Participant.

## **Beneficiary**

The term Beneficiary shall mean a person designated by a Participant, or by the terms of the Pension Plan, who is or may become entitled to a benefit.

## **Break-in-Service**

A one year Break-in-Service is a Plan Year in which you were credited with less than 500 Covered Hours. A permanent Break-in-Service occurs when you have at least five (5) consecutive Plan Years in which you were credited with less than 500 Covered Hours.

## **Covered Hour**

A Covered Hour means an hour of employment with respect to which a contribution is paid into the Fund.

## **Credited Service**

Credited Service consists of Past Service Hours for Past Credited Service and Covered Hours for Future Credited Service.

## **Disability Retirement Date**

The first (1<sup>st</sup>) day of the month following the month you were found disabled through the Social Security Administration. If you are less than age forty-five (45), your Disability Benefit will begin on the first day of the month following your forty-fifth (45<sup>th</sup>) birthday if you remain disabled.

## **Early Retirement Date**

The first (1<sup>st</sup>) day of the month following your fifty-fifth (55<sup>th</sup>) birthday, provided you have at least 24,000 Covered Hours of service; or the first (1<sup>st</sup>) day of the month following your sixtieth (60<sup>th</sup>) birthday, provided you have at least 16,000 Covered Hours of service.

## **Employee**

Any Employee covered by a collective bargaining agreement in effect between an Employer and the Union, providing for such Employer's participation in the Fund; or any person not covered by a collective bargaining agreement but for whom an Employer, after being approved for participation by the Trustees, desires to be included in the Plan.

### **Employer**

A participating employer is an Employer who is signatory to a collective bargaining agreement or participating agreement requiring contributions to be paid to the Fund.

### **Normal Retirement Date**

The first (1<sup>st</sup>) day of the month following your sixty-fifth (65<sup>th</sup>) birthday, provided you are entitled to a Vested Benefit.

### **Participant**

You are a Participant in the Plan if:

- You are an Employee who is or may be entitled to participate in the benefits provided for in the pension plan; or
- You are Vested for a Retirement Benefit; or
- You are currently receiving a Retirement Benefit.

### **Past Credited Service**

In general, most participants now applying for benefits, are not entitled to Past Credited Service, however If you were initiated into Local 132 prior to April 1, 1962, (when contributing employers were not required to report contributions to the Fund) you may be entitled to Past Credited Service.

Past Credited Service is determined by the number of completed years (and quarter years) of continuous affiliation with your Union (or a Participating Employer) prior to April 1, 1962. The maximum amount of Past Credited Service is fifteen (15) years. If your Employer did not apply prior to July 1, 1963 for inclusion of the Employees not covered by a Collective Bargaining Agreement, then Past Credited Service will be reduced by the number of completed years (and quarter years) between April 1, 1962 and your date of entry into the Plan.

Each quarter year of Past Credited Service shall be equal to 400 Past Service Hours. Your Credited Service in the Plan consists of your Past Service Hours for Past Credited Service and your Covered Hours for Future Credited Service.

A Break-in-Service subsequent to March 31, 1962 shall be cause for forfeiture of all Past Credited Service.

### **Past Service Hour**

Each one quarter ( $\frac{1}{4}$ ) year of Past Credited Service shall be equal to 400 Past Service Hours.

## **Plan**

The Plan is the International Union of Operating Engineers Local No. 132 Pension Fund.

## **Plan Year**

The Plan Year is April 1<sup>st</sup> through March 31<sup>st</sup>, and consists of an entire twelve (12) month period for the purposes of accounting and all reports to the United States Department of Labor and other regulatory bodies.

## **Qualified Domestic Relations Order**

A Qualified Domestic Relations Order (QDRO) is a judgment, decree or order (including a court approved property settlement agreement) that provides for child support, alimony payments, or marital property rights to an alternate payee, such as a spouse, former spouse, child, or other dependent and is made pursuant to a state domestic relations order.

## **Retiree**

A Retiree is a participant receiving a Normal, Early Non-Reduced, Early, or Disability Retirement benefit from the Plan.

## **Retirement**

Retirement is the termination of employment for reasons other than by death after a Participant has fulfilled all of the requirements for entitlement to a Normal, Non-Reduced Early, Early, or Disability Retirement Pension.

## **Severance Benefit**

A Severance Benefit is a benefit payable to a Participant who incurs a permanent Break-in-Service, accumulated at least 1,600 Covered Hours and is not eligible for any other benefits in the Plan.

## **Spouse**

Your spouse is the person to whom you are legally married prior to your effective date of retirement. In order for your spouse to be entitled to a Qualified Joint and Survivor benefit, you and your spouse must have been married on the effective date of your retirement. In order for your spouse to be entitled to a Qualified Pre-Retirement Survivor benefit, you and your spouse must have been married throughout the one-year period ending on the date of your death. The Fund is required to offer an eligible spouse the Qualified Joint and Survivor Benefit options at the time of your retirement from the Plan.

## **Trust Agreement**

The Trust Agreement is the Agreement and Declaration of Trust, including all amendments and modifications as may be made from time to time.

### **Trustees**

The term Trustee shall mean the Trustees designated in the Trust Agreement, together with their successors designated and appointed in accordance with the terms of the Trust Agreement.

### **Union**

The term Union shall mean the International Union of Operating Engineers Local No. 132, AFL-CIO.

### **Vested Accrued Benefit**

Shall mean the value of the Participant's vested accrued benefit derived from employer contributions.

### **Vested Benefit**

If your service with the Plan terminated prior to June 1, 1997, you will have a Vested Benefit if you had ten (10) or more years of Participation after your last Break-in-Service date or when you have accumulated sixteen thousand (16,000) covered hours of service.

If you have one or more Covered Hours of service on or after June 1, 1997, you will have a Vested Benefit when you have five (5) or more Years of Participation after your last Break-in-Service date or when you have accumulated sixteen thousand (16,000) Covered Hours of service.

### **Vested Service**

Vested Service is service granted to a participant towards a pension, even if you are separated from the Fund prior to retiring. Vested benefits cannot be forfeited, or lost, and you cannot incur a Break-in-Service. See the definition of "Vested Benefit" above for the requirements to be vested in the Fund.

### **Year of Participation**

You will be credited with a Year of Participation if your Employer makes contributions on your behalf for 1,000 or more Covered Hours during a Plan Year. If you work less than 1,000 Covered Hours during a Plan Year, you will receive no credit toward your Years of Participation.

If you were a Participant as of January 1, 1976, you will be credited with a Year of Participation for each year prior to January 1, 1976, in which you had any Credited Service. A Year of Participation is important because it is the unit which is used to measure when you become eligible for a Vested Benefit and is also used to determine if you have incurred a Break-in-Service.

# **Pension Benefit Guaranty Corporation**

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Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal retirement benefits, early retirement benefits, and certain disability and survivor benefits. However, the PBGC does not guarantee all types of benefits under covered Plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if a Plan has been in effect less than five (5) years before it terminates, or if benefits have been increased within the five (5) years before Plan termination, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 2020, K Street, N.W., Washington, DC 20006. The PBGC Office of Communications may also be reached by calling (202) 254-4817.

## **Rights and Protections under ERISA**

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

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
3. 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.

4. Obtain a statement telling you whether you have a right to receive a pension at your Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of 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 benefit under this Plan or exercising your rights under ERISA. If your claim for a benefit under this Plan is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claims.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administrators, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor 200 Constitution Avenue, N.W., Washington, DC 20210.

# Important Information Required by ERISA

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This booklet is your Summary Plan Description. Contributions to this Plan are made by the Participating Employers based on the negotiated contribution rates set forth in Collective Bargaining Agreements.

## **Name of the Plan**

International Union of Operating Engineers Local 132  
Pension Fund

## **Tax Identification Number for the Plan**

E.I.N. 55-6015364 | Plan Number 001

## **Plan Administrator**

The Plan is administered by the Board of Trustees

Trustees of the  
I.U.O.E. Local 132 Pension Fund  
636 Fourth Avenue, 2<sup>nd</sup> Floor  
Huntington, West Virginia 25701-1321

## **Trustees of the Plan**

### **Union Trustees**

Tommy G. Plymale, Secretary  
IUOE Local 132, AFL-CIO  
606 Tennessee Avenue  
Charleston, WV 25362-2328

Rodney L. Marsh  
IUOE Local 132, AFL-CIO  
2310 South Fayette Street  
Beckley, WV 25801-6935

### **Employer Trustees**

Al J. Schurman, Chairman  
4184 Brittany Lane  
Sarasota, FL 34233-3703

D.W. "Bud" Daniel, Jr.  
Wayne Concrete Company, Inc.  
P.O. Box 342  
Barboursville, WV 25504-0342

### **Legal Counsel:**

Lawrence B. Lowry  
Barrett, Chafin, Lowry & Amos  
636 Fourth Avenue, 2<sup>nd</sup> Floor  
Huntington, West Virginia 25701-1321  
(304) 529-2434

Legal process may be served upon one or more Trustees





# Important Phone Numbers

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## IUOE Local 132

Trust Office	(304) 525-0482	1-800-642-3525
Charleston Union Hall	(304) 343-7731	1-888-440-9899
Beckley Branch Office	(304) 253-6898	
Clarksburg Branch Office	(304) 623-0791	
Petersburg Branch Office	(304) 257-0723	
Wheeling Branch Office	(304) 238-0000	
Apprenticeship School	(304) 273-4852	1-800-376-4852

## Helpful Contacts and Resources

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AFL-CIO		<a href="http://www.aflcio.com">www.aflcio.com</a>
Central Pension Fund	1-202-362-1000	<a href="http://www.cpfiuoe.org">www.cpfiuoe.org</a>
IUOE	1-202-429-9100	<a href="http://www.iuoe.org">www.iuoe.org</a>
Internal Revenue Service		<a href="http://www.irs.gov">www.irs.gov</a>
Social Security Online	1-800-772-1213	<a href="http://www.ssa.gov">www.ssa.gov</a>
State of West Virginia		<a href="http://www.wv.gov">www.wv.gov</a>
WV Department of Health and Human Resources	1-304-558-2931	<a href="http://www.wvdhhr.org">www.wvdhhr.org</a>

**IUOE Local 132**  
**Pension Fund**  
P.O. Box 2626  
Huntington, West Virginia 25726-2626  
1-800-642-3525  
(Toll Free)  
8:30 a.m. through 4:30 p.m. EST  
Monday through Friday

