

Carpenters' Pension Fund of Western Pennsylvania

Summary Plan Description

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Introduction

Through periodic negotiations between your employer and the union, they have agreed to participate in a retirement plan (“the Plan”) to supplement your income upon retirement. In addition to retirement benefits, the Plan may provide benefits in the event of your death or disability or in the event of your termination of employment prior to retirement.

Your rights and privileges under the Plan are determined by the Plan, a separate Trust document and by law. By its very nature, this summary cannot provide a thorough, technical explanation of all the provisions. It is intended only to highlight some of the features that are most important to you. In many cases, the operation of Plan provisions will depend on the facts and circumstances of your particular situation.

This summary does not purport to interpret, expand, or modify the provisions of the Plan in any way. A copy of the Plan is on file in the office of the Plan administrator and is available for your review at any reasonable time. We urge you to read the Plan or consult with the Plan Administrator when you have questions. Should there be a conflict between any statement in this summary plan description and the Plan or Trust Agreement, the terms of the Plan or Trust, as the case may be, shall control.

The law governing qualified retirement plans changes constantly as Congress enacts new legislation and as the Treasury and Labor Departments adopt new regulations. While this summary will be revised from time to time to reflect current law, we suggest you consult with the Plan Administrator as to possible new developments in areas which may be of concern to you.

Highlights

Few goals are more important than providing for a financially secure retirement. That's why your union – through the Carpenters' Pension Fund of Western Pennsylvania – sponsors the Pension Fund. The plan is designed to provide you with retirement income for life based on your length of service with participating employers and contributions made by employers on your behalf. When your pension benefit is combined with Social Security and your personal savings, it offers valuable financial security for your retirement years.

Highlights of the plan include:

- Normal retirement is currently defined as reaching age 65 with five or more years of participation in the Plan
- Early retirement benefits are available at age 55 if you have five years of service with a reduced benefit to reflect early payment, however, if your age plus service is equal or greater than 91, your benefit is payable without adjustment
- Disability benefits will be paid if you become totally disabled while an active member and have at least five years of service
- Full vesting provides a permanent right to your benefit after five years of service, and
- Survivor benefits are paid for your eligible spouse if you die before retirement.

The following pages explain how the plan works, including important plan rules and limitations. Please read this booklet carefully and keep it in a safe place for future reference. If you have any questions about this plan, please contact the Carpenters' Combined Funds, Inc. (412) 922-5330.

This summary describes the provisions of the plan in effect on January 1, 2001. If there is a conflict between this summary and the plan document, the plan document governs.

Fund Membership

Eligibility and Enrollment

If you are an employee of a contributing employer (see below), you will automatically participate in the fund on the first day of the calendar year during which you:

- Are covered under a collective bargaining agreement with an employer required to make pension contributions for you to the Carpenters' Pension Fund of Western Pennsylvania.
- Any Local which is a member of the Council or its International Union whose employer has consent of the Trustees to contribute on behalf of its employees to the fund
- Are credited with at least 250 hours of service in the Fund.

Enrollment in the Pension Plan is automatic; you do not have to complete an enrollment form.

Who Pays for the Fund

Employers pay the entire cost of the Fund; you do not have to contribute in any way. In fact, you are not permitted by law to make any payments into the Plan.

When You Become Eligible for Pension Benefits

Normal Retirement

You may retire and receive a pension benefit on your *normal retirement date*. For active members on or after January 1, 1997, or after your normal retirement date is the first day of the month in which you have participated for at least five years as an active employee and reached age 65.

Early Retirement

You may retire and receive a pension benefit as early as age 55, as long as you have completed five or more years of Credited Service. If you choose to begin receiving your pension benefit before your normal retirement date, however, your benefit payments may be reduced to account for early payment.

However, if the sum of your age and service is equal or greater than 91, your benefit will not be reduced for starting to receive your benefit earlier than Normal Retirement. Or if you are age 55 with 30 or more years of Credited Service, your benefit will not be reduced for starting to receive payment earlier than Normal Retirement.

You also can retire early and defer payment of your pension benefit until age 65. In this case, benefit payments will not be reduced.

Disability Retirement

If you were an active member on or after January 1, 1997 and if you have at least five years of Credited Service and become totally and permanently disabled while an active member (currently having contributions made for you by an employer) before reaching age 65, you're eligible to retire and receive a disability pension benefit.

Total disabled means that a physical injury or disease will prevent you from engaging in any occupation and performing any work for pay or profit. A disability cannot result from an intentional self-inflicted injury.

Disability benefits begin on the first day of the calendar month following a six-month period of disability, however, you must make application to receive disability benefits.

Postponed Retirement

If you continue working past age 65, you're eligible for a postponed pension benefit. You'll continue to earn pension benefits until you actually retire. Payment of your pension benefit will begin on the first of the month following your actual retirement.

Deferred Retirement

If you were an active member on or after January 1, 1997 and if you leave employment in the industry which is subject to a Collective Bargaining Agreement with the Union Brotherhood of Carpenters and Joiners of America or from a participating employer, for reasons other than death, retirement, or disability and you have at least five years of Credited Service, you're eligible to receive a pension benefit beginning on the first of the month on or after the date you reach age 65. If you have at least five years of Credited Service when you leave, you can receive your pension benefit, on a reduced basis, as early as age 55.

However, if you are currently under age 65, your benefits will stop being paid if you have retired and become actively employed. If you are over age 65, your benefits will stop being paid if you are actively employed in the same industry for at least 40 or more hours a month in the construction industry in the geographic area covered by Collective Bargaining Agreement. Once confirmed you again retired from active employment in the industry benefits will restart.

How Your Pension Benefit is Determined

Normal Retirement Benefits

Your monthly pension benefit at normal retirement is based on your years of service and total contributions made to the fund for you. Benefits are determined as follows:

<p>$\\$7.50 \times$ Credited Past Service</p> <p><i>plus</i></p> <p>Your Pension Percentage is based on Credited Total Service from December 1, 1958 to January 1, 2001 (see table on right) x total contributions made on your behalf before January 1, 2002 (and after the later of December 1, 1958 or your last break in service)</p> <p><i>Plus</i></p> <p>2.5% x total contributions made on your behalf from December 31, 2001 (or your last break in service, if later)</p>	<p>Your Pension Percentage</p> <p><i>If you have this</i></p> <p><i>Many years of total</i></p> <table border="0"> <thead> <tr> <th style="text-align: left;"><i>Credited Service since</i></th> <th style="text-align: left;"><i>Your Pension</i></th> </tr> <tr> <th style="text-align: left;"><i>December 31, 1958 . . .</i></th> <th style="text-align: left;"><i>Percentage is...</i></th> </tr> </thead> <tbody> <tr> <td>Less than 25</td> <td>3.350%</td> </tr> <tr> <td>25 but less than 30</td> <td>3.502%</td> </tr> <tr> <td>30 but less than 35</td> <td>3.654%</td> </tr> <tr> <td>35 but less than 40</td> <td>3.806%</td> </tr> <tr> <td>40 but less than 45</td> <td>3.959%</td> </tr> <tr> <td>45 but less than 50</td> <td>4.111%</td> </tr> <tr> <td>50 or more</td> <td>4.263%</td> </tr> </tbody> </table>	<i>Credited Service since</i>	<i>Your Pension</i>	<i>December 31, 1958 . . .</i>	<i>Percentage is...</i>	Less than 25	3.350%	25 but less than 30	3.502%	30 but less than 35	3.654%	35 but less than 40	3.806%	40 but less than 45	3.959%	45 but less than 50	4.111%	50 or more	4.263%
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To apply this formula, you'll need to understand the following terms:

Credited Past Service. As an eligible employee of a participating employer, you will receive Credited Past Service as follows:

- If you were a member of a local union affiliated with the Council on November 30, 1958 and your employer made contributions on your behalf to the plan, you'll receive Credited Past Service equal to your years and nearest quarter years from the last date of initiation into the union until November 30, 1958.
- If you were not a member of a local union affiliated with the Council, but your employer made contributions to the plan according to a collective bargaining agreement with the Council, you'll receive Credited Past Service for your years of continuous employment through November 30, 1958, as long as you were employed in the jurisdiction of the Council.

To receive Credited Past Service, you must have worked a minimum of 250 hours during the period December 1, 1958 to December 31, 1962, during which time contributions were made on your behalf to the plan.

Credited Future Service. You'll be eligible to receive Credited Future Service equal to the lesser of:

- Your completed years and quarters of elapsed time from November 30, 1958 to your retirement or termination date
- The number of hours each year contributions were required to be made for you divided by 1,000 and rounded to the next lower quarter of a year.

Credited Future Service may be only from the date your Local merged with the fund. You will get at least one year of Credited Future Service for each year you are credited with at least 1,000 hours (hours contributions are made for you).

Credited Service. This is the total of your Credited Past Service and Credited Future Service.

Examples of Your Normal Retirement Pension Benefit

To see how your normal retirement pension benefit is determined, let's look at two examples. First, assume you retire at the end of 2001 at age 65. At retirement, you completed 36 years of Credited Future Service without any breaks in service. Assume also that contributions made on your behalf to the plan before January 1, 2002 total \$38,000. Using the table on page 6, here's how your monthly pension at normal retirement is calculated.

$$3.806\% \text{ (Your Pension Percentage)} \times \$38,000$$
$$\text{(contributions made from December 1, 1958 to}$$
$$\text{December 31, 2001)} = \$1,446.28$$

Your monthly normal retirement pension benefit = \$1,446.28

Early Retirement Benefits

Your early retirement pension benefit is calculated in the same way as your normal retirement pension benefit, using your years of Credited Service and total contributions at your early retirement date. If you elect to receive payment before normal retirement, your monthly pension will be reduced by different rates depending on when termination occurs. The current provisions as of January 1, 2001 is for a reduction of one twelfth percent for each month your benefit payments start prior to reaching age 65. However, if your age plus completed years of service at the time of retirement adds up to at least 91 (the "Rule of 91") or you are age 55 with at least 30 years of service, your benefit will not be reduced for payments that start before your normal retirement. The following chart shows the percentage reduction on a yearly basis.

Early Retirement Benefit Reduction Table Effective January 1, 2001

If You Are This Age When Benefits Begin	You Will Receive This Percentage of Your Benefit on Early Retirement^a
64	99%
63	98%
62	97%
61	96%
60	95%
59	94%
58	93%
57	92%
56	91%
55	90%

a. Provided you do not qualify under either the “Rule of 91” or attained age 55 with 30 or more service credits.

An Example of Your Early Retirement Benefit

Suppose you retire at age 58 with 25 years of service and your monthly pension payable at normal retirement is \$840.00. If you choose to receive this benefit at age 58, it will be reduced for early payment according to the chart above. In this case, you would multiply \$840.00 by 93%.

$\$840.00 \times .93 = \mathbf{\$781.20}$

In this example, your early retirement pension benefit beginning at age 58 is \$781.20 a month. Keep in mind that if you retire early, but defer your pension benefit until age 65, you’ll receive the full value of your monthly pension, or \$840.00.

Disability Retirement Benefits

If you qualify for disability retirement, you can retire and receive a monthly pension based on the normal retirement formula and your years of Credited Service beginning six months following the date of onset as determined by Social Security or provided you have submitted the proper application for Disability Benefits and receive Trustee approval. You continue to receive Credited Service as a disabled

participant up to the date you start to receive benefits under the Plan.

Postponed Retirement Benefits

If you work past your normal retirement date, you will continue to accrue pension benefits until you actually retire.

Deferred Vested Benefits

If you have at least five years of Credited Service and leave your employer before reaching age 55, you are eligible to receive a monthly pension benefit determined using the normal retirement formula. You can begin receiving a monthly pension as of your normal retirement date, or as early as age 55. Your benefit will be reduced by one-twelfth percent for each month you elect to retire prior to age 65 as illustrated in the Early Retirement Benefit reduction table for deferred vested participants. To retire, you must cease all employment in all construction industries and/or with any Employers contracted with an industry which is subject to a Collective Bargaining Agreement with the United Brotherhood of Carpenters and Joiners of America.

If You Leave Your Employer Before Retirement

Vesting

Vesting means you have a permanent right to receive a pension benefit from the plan, even if you leave your employer before retirement. For active members on or after January 1, 1997, you become 100% vested in your pension benefit after you have five years of Credited Service. In addition, you become 100% vested if you reach your normal retirement date with at least five years of participation while actively employed, regardless of your Credited Service.

If you leave employment before you are vested and you don't return prior to the expiration of your reinstatement period, you will forfeit your benefit. Your reinstatement period is your number of years of Credited Service prior to leaving, with a minimum reinstatement period of five years.

When You Have a Break in Service

A *break in service* can occur if you are not vested and two consecutive years have gone by in which you worked less than 250 hours per year of service in which contributions are required to be made. The 250-hour requirement will be reduced if you're absent from work for any of the following reasons:

- Service in the armed services
- Lockouts or authorized strikes
- Employment with a participating employer in another capacity
- Total disability
- Employment with a government agency or organization that is part of a collective bargaining agreement with the Council, and plan participation is not a part of the agreement.

In addition, the Fund Trustees may choose to exempt certain periods from the break in service rules – for example, during a national emergency or times of high unemployment.

For purposes of determining a break in service, you can receive credit for hours of service for certain periods during which no duties are performed, such as for military leave. In addition, you're eligible to receive credit for up to 501 hours of service for absence to your pregnancy, the birth of your child,

placement in connection with the adoption of a child, or the need to care for your child during a period immediately following the child's birth or placement.

If You Are Reemployed Before Benefits Start

If you are reemployed after a break in service, you are eligible to rejoin the plan on the January 1 of the year you again meet the eligibility requirements of 250 hours of employment credit. Your Credited Service and benefit accruals earned before you left may be restored, depending on your vested status and the length of your absence, as follows:

- If you stop working for a contributing employer, are not yet vested and return to work, your prior Credit Service before you stopped will be reinstated if either:
 - The number of years you had a "break in service" is less than the number of years of Credit Service prior to stopping work, or
 - The number of years you had a "break of service" is less than five.
- If you *are* vested when you first leave and return to employment, you will receive credit for your pre-break service and pension benefits after 250 hours of employment are credited in the Fund on your behalf during the calendar year you return to work without regard to the length of your break in service.

If You Are Reemployed After Benefit Payments Have Started

The monthly benefit payable to a retired employee under age 65 will be suspended during any period a Participant returns to active employment in an industry subject to a Collective Bargaining Agreement with the United Brotherhood of Carpenters and Joiners of America or returns to active service with an employer participating in this plan.

If you didn't notify the Fund you returned to work, your initial payment shall be deferred to the seventh month following the date you resume retirement or your Normal Retirement Age, if earlier. This initial payment will not include additional amounts for the seven-month deferral.

If you returned to work prior to age 65 and notified the Fund, your deferral on resumed retirement shall be four months instead of seven. However, you will still not receive payment for your deferral period.

The monthly benefit payable to a retired employee age 65 shall be suspended during any calendar

month in which the Participant is employed and completes 40 or more hours of service in the same industry, same trade, or craft in the geographic area covered either by the Plan.

The initial payment at or after attaining age 65 will become payable on the first day of the third month following the date you resume retirement. This payment will include two additional months' benefits to reflect the delay.

How Benefits Are Paid

When you retire, your pension benefits are paid according to the normal or optional forms of payment.

Normal Form of Payment

Single Employees. If you're not married on the date your benefit payments begin, your pension benefit is normally payable as a single life annuity. A single life annuity provides monthly payments to you for life. When you die, payments end; no income will be paid to anyone else.

Married Employees. If you're married on the date your benefit payments begin, your pension benefit is normally payable as a 50% joint and survivor (J&S) annuity. A 50% J&S annuity provides a monthly payment to you for your lifetime. After your death, your spouse will receive 50% of your monthly payment for his or her lifetime. The monthly payment you receive will be less than a single life annuity because it will be paid over two lifetimes: yours and your spouse's. The amount of the reduction is based on your age and the age of your spouse when monthly payments begin.

Automatic Lump Sum Payment. If the value of your vested benefit is \$5,000 or less when you leave your employer, you may, at the Trustee's discretion, automatically receive your entire benefit from the plan in a single lump sum payment. This applies to both single and married employees.

Optional Forms of Payment

If you wish, you may be able to waive the normal form of payment and receive your retirement benefit in one of the following optional forms. Keep in mind that the amount of any optional payment method is equal in value to a single life annuity. If you are married the choice to waive the normal form of payment must be made by both you and your spouse.

120 Monthly Payment Guarantee You may choose to have a beneficiary protected in the event of your death in the first 10 years of retirement. Under this option, you receive a life annuity and if you die before receiving 120 monthly payments, the balance of the payments will be paid to your designated beneficiary. If you are married, the choice to waive the normal form of payment must be made by both you and your spouse.

Joint and Survivor Pop-Up Options These options are similar to the 50% J&S annuity and are available to married participants at retirement. You may have 50%, 75% or 100% of your reduced monthly income continue after your death for the lifetime of your spouse. The amount of payment

reduction for this option depends on the percentage you choose to have continued and your age and your spouse's age on the date benefit payments are scheduled to begin. With the "pop-up" feature, if you survive your spouse, your monthly payment will be restored to an amount equal to a monthly payment based on a single life annuity unreduced.

Joint and Survivor Option Whether you are married or single with a beneficiary you want to protect, you can elect different levels of income protection other than the required level of a 50% income to your wife of beneficiary. You may choose a 75% or 100% continuation of your monthly benefit upon death. If you are married, and elect other than your spouse as beneficiary, this election requires your spouse's consent as a waiver of the automatic benefit.

Distribution Option for Former Participants of the Wood, Wire and Metal Lathers Local No. 33 Pension Plan Members who transferred from this union may elect an adjusted benefit which will pay a benefit for their life and if they die before receiving 100 monthly payments, the balance of the 100 payments will go to their designated beneficiary. Again, to elect this option requires spousal consent.

Below is an example of how your benefit is adjusted from a single life annuity to one of the optional forms of payments. The calculation assumes a wife three years younger and a single life annuity payable monthly at 65 of \$1446.28 as illustrated above.

Standard Benefit	Form	Your Monthly Benefit	Your Surviving Spouse's Monthly Benefit
If single	Single Life Pension	\$ 1,446.28	\$ —
If married	Joint and 50% Survivor	\$ 1,238.02	\$ 619.01

Minimum qualified death benefit on retirement — the amount of employer contributions less the benefit payments made to you (if single) or you and your spouse.

Optional Forms of Payment	Your Monthly Benefit	If You Die First, Your Spouse's/Beneficiary's Monthly Benefit	If Your Spouse/Beneficiary Dies First, Your Monthly Benefit
10 Year Certain and Life Pension	\$ 1,300.21	\$ 1,300.21 ^a	\$ 1,300.21
<i>Regular Joint & Survivor</i>			
100% Survivor Benefit	\$ 1,081.82	\$ 1,081.82	\$ 1,081.82
75% Survivor Benefit	\$ 1,155.58	\$ 866.69	\$ 1,155.58
50% Survivor Benefit	\$ 1,238.02	\$ 619.01	\$ 1,238.02
<i>Pop-up Joint and Survivor</i>			
100% Survivor Benefit	\$ 1,047.11	\$ 1,047.11	\$ 1,446.28
75% Survivor Benefit	\$ 1,125.21	\$ 843.91	\$ 1,446.28
50% Survivor Benefit	\$ 1,214.88	\$ 607.44	\$ 1,446.28

a. Payable for the balance of the 10-year period.

Single Life Annuity Option. As a married employee, you may elect to have your benefit paid as a single life annuity, which provides monthly payments during your lifetime only. Payments do not continue to a beneficiary after your death.

If you are married, your spouse must provide *written consent* to your choosing an optional form of payment, witnessed by a notary public. You can revoke your election at any time before your benefit payments begin.

Electing a Payment Method

Regardless of which form of payment you choose, you must submit a completed benefit application to the Administration Office at least seven but not more than 90 days before your benefit payments are scheduled to begin.

Each year you receive a statement of the contribution you've earned and your accrued benefit payable at normal retirement.

Please note that tax laws change from time to time and may be quite complex. It's to your advantage to consult a tax advisor before deciding which payment option best meets your financial needs.

Survivor Benefits

Pre-Retirement Survivor Annuity

If you're an active employee or a terminated employee with a vested benefit, and you die before retirement benefits begin, your spouse will be eligible to receive survivor benefits from the plan. Your spouse's benefit is based on the benefit you earned at the time of your death, regardless of whether you were eligible for early or normal retirement, as follows.

Before Eligibility for Retirement. The amount of your spouse's survivor benefit is a lifetime income equal to 50% of the benefit you would have received if you had terminated employment on the date of death, survived to early or normal retirement, and retired with a 50% J&S annuity benefit.

After Eligibility for Retirement. The amount of your spouse's survivor benefit is a lifetime income equal to 50% of the benefit you would have received if you had retired on the day of your death with a 50% J&S annuity benefit in effect.

Note: If the value of survivor benefits paid to your spouse during his or her lifetime is less than the lump sum benefit described below, any difference will be paid to your spouse's beneficiary or estate.

When Payments Begin. Your spouse may begin receiving survivor benefits as early as the date you would have been eligible to retire.

If You Die After Retirement Benefits Begin

If you die after you have started receiving your pension benefit (other than under a single life annuity), payments will continue to your spouse based on the payment form you elected.

Lump Sum Survivor Benefit

If you die, your spouse may waive the pre-retirement survivor annuity benefit and elect the lump sum survivor benefit. The amount of the lump sum survivor benefit will equal the amount of employer contributions made to the plan on your behalf, less any benefits paid to you during your lifetime.

Five Year Pay-out Benefit

Instead of the benefits above, your spouse may elect to receive a payment equal to your full retirement benefit earned to your date of death with payments beginning on the first of the month following your death and paid for 60 months guaranteed. If your spouse does not survive to receive the full 60 payments, the remaining payments are made to his/her designated beneficiary.

Additional Retiree Death Benefit

In addition to the lump sum benefits described above, if you are currently an early, normal, or disabled retiree, your designated beneficiary will receive an additional lump sum payment based on your years of Credited Service of:

<i>If you completed this many years of Credited Service...</i>	<i>Your designated beneficiary will receive a payment of</i>
Less than 10	None
10 but less than 15	\$3,500
15 but less than 20	\$4,250
20 or more	\$5,000

Social Security Benefits

Throughout your working career, both you and your employer contribute toward your Social Security benefits through payroll taxes. These benefits are *in addition to* your plan benefits and provide you with an important source of retirement income.

If you were born on or before January 1, 1938, your full Social Security benefits will begin at age 65. If you were born later than that date, your full Social Security benefits will begin between ages 65 and 67, depending on your birth date. You may begin receiving reduced Social Security benefits at age 62.

If you are married, your spouse also is entitled to receive Social Security benefits in an amount based on your pay or his or her pay, whichever produces the greater benefit.

You will *not* receive Social Security benefits automatically. *You must apply for them.* For more information about your Social Security benefits and how to apply for them, contact your local Social Security office. The national toll-free number for Social Security is **1-800-772-1213.**

How Taxes Affect Your Benefits

Under current federal income tax law, your pension benefit is not taxable while it remains in the plan. When you receive a payout from the plan, you are responsible for paying the applicable taxes.

You can defer paying taxes if your payout is in the form of a lump sum distribution that is rolled over or transferred directly to another *qualified* plan or an Individual Retirement Account (IRA). A qualified plan is one that meets certain IRS requirements and is therefore subject to special tax rules.

If you do *not* elect to a direct transfer of the entire lump sum distribution, the plan is generally required to withhold 20% of the taxable portion of the amount distributed.

If you receive payment of your benefit in the form of an annuity, you may elect whether or not to have taxes withheld. The way you or your spouse are taxed depends on when you or your spouse receive payments.

You will receive a tax withholding election form before you begin receiving your pension benefit. Because federal laws are complicated and change from time to time, you should consult a tax advisor before requesting a distribution from the plan.

Other Important Fund Information

Filing a Claim

To receive benefit payments from the plan, you or your beneficiary *must* file a claim with the Administration Office. You should contact the Administration Office at least 30 days before you want to begin receiving your benefit. Benefits are paid as soon as possible after you (or your spouse) file a claim.

If Your Claim is Denied

If any application for benefits is denied in whole or in part, you or your beneficiary will receive written notification from the Administration Office within 60 days after the claim was received. This notification will include the reasons for the denial with specific reference to the Plan provisions on which the denial is based, a description of any additional information needed to process the claim, and an explanation of the claim review procedure.

Within 90 days after receiving the denial, you, your beneficiary, or an authorized representative may submit a written request for reconsideration to the Board of Trustees. Any such request should be accompanied by documents or records in support of the appeal. You, your beneficiary, or an authorized representative may review pertinent documents and submit comments in writing. The Board of Trustees will review the claim and, within an additional 60 days, provide a written response to the appeal. The response will explain the reason for the decision, with specific reference to the Plan provisions on which it was based.

If your claim for benefits is denied, you have certain rights under the law. For more information, see "Your Rights Under ERISA".

Maximum Benefit Rules

Current tax law limits the total amount an employee can receive from plans like the Pension Plan. These plans, called *qualified plans*, must meet certain tax requirements.

In general, only very highly paid individuals reach the maximum level of benefits allowed under the plan. If you are affected by this maximum level, you will be notified.

Qualified Domestic Relations Orders (QDROs)

Benefits payable under the plan are for the sole use of plan participants and their beneficiaries. You cannot commute, withdraw, or assign the benefits payable to you to another person. However, benefits will be paid according to a valid Qualified Domestic Relations Order (QDRO). A QDRO is an order from a state court that meets certain legal specifications and directs the Plan Administrator to pay all or a portion of a participant's plan benefits to a former spouse or dependent.

The Plan Administrator has no discretion in these matters. However, you will be notified as soon as an attempt is being made to assign your benefits through a court order.

The Plan and Trust may be terminated when there is no longer in effect a Collective Bargaining Agreement requiring the Employers to contribute to the Fund. And can terminate any employer at the expiration of its existing Collective Bargaining Agreement. Upon termination of an employer or the entire plan your vested interest in the plan will be determined by the plan administrator in accordance with the applicable provisions of ERISA.

If the Plan is Changed or Terminated

Participating employers reserve the right to withdraw from the plan. In addition, the entire plan may be terminated by action of the District Council or Pension Benefit Guaranty Corporation (see below). Upon withdrawal of an employer or the termination of the plan, your vested interest in the plan will be determined by the District Council in accordance with the applicable provisions of ERISA. In this case, certain plan benefits may be reduced, if necessary, to comply with ERISA.

Plan Insurance

The benefits provided by the plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a government corporation established by the Employee Retirement Income Security Act of 1974 (ERISA). In general, the PBGC guarantees most vested normal retirement age benefits and certain survivor's benefits. However, the PBGC does not guarantee all types of benefits, and the amount of benefit protection, by law, is subject to certain limitations. For example, the PBGC does not guarantee benefits that were not vested immediately before the termination date.

The PBGC guarantees benefits that are vested immediately before the date of termination ? at the level then in effect. However, if benefits have been increased within the five years before plan termination, the whole amount of the plan's vested benefits or the increase may not be guaranteed. In addition, the ceiling on the dollar amount of the monthly benefit that the PBGC guarantees is adjusted periodically.

If the plan is terminated and there are not enough plan assets, *and if* the PBGC guarantees do not apply, benefits not covered by the plan assets or PBGC guarantees will not be payable by the plan, the PBGC, or your employer.

For more information on PBGC insurance protection and its limitations, contact the Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 1200 K Street, N.W., Washington, D.C. 20005-4026. You may also reach the PBGC by calling (202) 326-4000.

Administrative Information

Name of Plan

Carpenters' Pension Fund of Western Pennsylvania.

Plan Type

The plan is a trustee-administered defined benefit plan.

Employer Identification Number (EIN)

25-6135570

Plan Number

001

Plan Year

The plan year is the calendar year ? January 1 to December 31.

Plan Administrator

The Plan Administrator is:

Mr. James R. Klein

Carpenters' Pension Fund of Western Pennsylvania

495 Mansfield Avenue, First Floor

Pittsburgh, PA 15205-4350

Plan Trustees

The Plan Trustees are:

Employee Trustees

John A. Brooks, Chairman

David C. Bertges

Dennis L. Rousseau

Patrick E. Lancy

James T. Strutt

William R. Waterkotte

Raymond W. Vogel, Jr.

Robert D. Meyer

Employer Trustees

Richard F. Rivers, Jr., Secretary-Treasurer

Robert Buechel

Dwight E. Kuhn

Terrence M. McDonough

Robert O'Bryon

Jack W. Ramage

Terry L. Walsh

Kenneth Wolf

Agent for Service of Legal Process

For disputes arising under the Plan, service of legal process can be made upon the Plan Administrator.

Your Rights Under ERISA

As a participant or beneficiary in the Carpenters' Pension Fund of Western Pennsylvania, you have certain rights and protections under federal law, as stated in ERISA, and in regulations issued by the IRS and the U.S. Department of Labor.

As a plan participant, ERISA entitles you to:

- Examine, without charge, at the Administration Office and other specified locations, all plan documents including copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other information upon written request to the Administration Office. You may be charged a reasonable amount for the copies.
- Receive a summary of the plan's annual financial report. The Administration Office is required by law to furnish each participant with a copy of this summary annual report.

Annual Statement

As an active plan participant, you will receive an annual statement each year showing your total contributions and service credits to calculate total benefits at age 65 if you were to stop working now.

Obligations of Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the individuals who are responsible for the operation of the plan. These individuals are called *fiduciaries*. They have a duty to operate the plan prudently and in the interest of you and other plan participants and beneficiaries.

Provisions for Legal Action

No one, including participating employers, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the denial. You have the right to have the Plan Trustees review and reconsider your claim.

Under ERISA you can take steps to enforce the rights outlined above. 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 Trustees to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees.

If your claim for benefits 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 file suite in a federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about this statement or about your rights under ERISA, contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

A Final Note

This booklet is a summary plan description of the Carpenters' Pension Fund of Western Pennsylvania. It highlights the main provisions of the plan but is subject to the terms of the legal plan document. Where this description and the official plan document vary in the description of the plan, the plan document is the final authority.

This description of your pension benefits is not an employment contract or any type of employment guarantee.