



MASSACHUSETTS
LABORERS' BENEFIT FUNDS

SUMMARY PLAN DESCRIPTION

Massachusetts Laborers' Pension Plan

Effective January 1, 2026





This booklet is your **Summary Plan Description (SPD) of the Massachusetts Laborers' Pension Plan (the "Plan" or "Fund")**. The SPD is intended to explain some of the major provisions of the Plan in simplified language. Nothing in the SPD is meant to interpret or change in any way the provisions expressed in the Pension Plan Document. In the event of any conflict between this SPD and the Plan Document or Trust Agreement, the terms of the Plan Document/Trust Agreement will govern. Informal statements cannot be used to vary the terms of the Plan Document or this SPD.

The Board of Trustees shall have sole and exclusive discretionary authority and responsibility for administering, construing, and interpreting the provisions of the Plan and Trust; determining eligibility for benefits; and making all determinations, including factual determinations, hereunder. The Board's decisions shall receive judicial deference to the extent that they do not constitute an abuse of discretion.

Foreign Language Notice:

Este folleto contiene un resumen en inglés de sus derechos y beneficios del Plan bajo el Massachusetts Laborers' Pension Fund (Fondo de Pensiones de Massachusetts Laborers). Si usted tiene dificultad para entender cualquier parte de este folleto, comuníquese con la Oficina del Fondo en 1400 District Avenue, Burlington, MA 01803, o llame al 781-272-1000. Las horas de oficina son de 7:00 A.M. a 4:30 P.M., de lunes a jueves, y de 7:00 A.M. a 4:00 P.M. los viernes.

Este livreto contém um sumário em idioma inglês dos direitos e benefícios do seu Plano, segundo o Massachusetts Laborers' Pension Fund (Fundo de Pensão dos Trabalhadores do Massachusetts). Caso tenha dificuldade para compreender qualquer parte do presente livreto, contate o Escritório do Fundo, no endereço: 1400 District Avenue, Burlington, MA 01803, ou ligue para o número: 781-272-1000. O horário de funcionamento do escritório é das 7:00 A.M. às 4:30 P.M., de segunda a quinta-feira, e das 7:00 A.M. às 4:00 P.M. às sextas-feiras.



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Massachusetts Laborers' Pension Fund

To All Participants:

This edition of your Summary Plan Description (SPD) booklet is effective January 1, 2026. It supersedes any and all SPDs prior to this edition. This SPD has been prepared to provide you a summary of the benefits available under the Plan and make it easier for you to find the information you need about your retirement benefits. Some of the features in the SPD include:

- Highlights of the Plan (see page 6);
- "Fast Facts" at the beginning of each chapter to give you a broad overview of what is contained within the section;
- A glossary of terms, beginning on page 54; and
- A chapter on how life events (marriage, divorce, etc.) may affect your participation in the Plan.

If you are working within the jurisdiction of the Massachusetts and Northern New England Laborers' District Council, you are eligible to participate in the Massachusetts Laborers' Pension Plan and will be able to retire on a pension benefit after meeting all age and service requirements. Additionally, the Plan offers a benefit to eligible Participants who become disabled (a Disability Pension). If you are "Vested" (see page 12) in the Plan, but if you die prior to retirement, the Plan provides a benefit for your surviving Spouse or Beneficiary.

Your pension is a very important benefit. Whether you are thinking about retiring soon or further in the future, it is a good idea to consider your financial needs when you stop bringing home a paycheck. Your pension benefit – when combined with Social Security income, your Annuity Plan benefit, and any personal savings – can help you reach your retirement goals.

Please read this SPD carefully and keep it handy for future reference. If you are married, please share the SPD with your Spouse. This version of the SPD applies to Participants who are active as of January 1, 2026. If you left Covered Employment before January 1, 2026, different rules may apply, so please refer to earlier SPDs or contact the Fund Office with any questions regarding your pension benefits.

Sincerely,
Board of Trustees

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Highlights of Your Pension Plan

Who is eligible to participate?	You are eligible to participate if your employer is required to contribute to the Pension Fund on your behalf by the terms of a collective bargaining agreement or other participation agreement ("contributing employer").
When does participation start?	On January 1 or July 1 after you have worked at least 250 hours in Covered Employment for a period of 12 consecutive months.
Who pays for the benefits?	Benefits are based on contributions made to the Pension Fund by your contributing employer. You are not allowed to make contributions to the Pension Fund.
What determines my benefit amount?	<ul style="list-style-type: none"> ➤ The number of Pension Credits you earn; ➤ The benefit rates in effect for your earned Pension Credits; and ➤ The type of pension you retire on and the payment form.
When do I earn a right to a pension benefit?	<ul style="list-style-type: none"> ➤ You are "Vested" upon earning five years of Vesting Service (disregarding any years before a Permanent Break in Service); or if you reach Normal Retirement Age while in active service. ➤ You generally earn one year of Vesting Service for each calendar year you work at least 1,000 hours in Covered Employment.
What pension types are available under the Pension Plan?	<p>Assuming you meet the applicable service and other requirements:</p> <ul style="list-style-type: none"> ➤ Regular Pension (starting at age 65, generally); ➤ Early Retirement Pension (starting as early as age 55, with a reduced monthly benefit in exchange for the early start); ➤ Disability Pension (if you are totally and permanently disabled, as defined by the Plan); ➤ Service Pension (at any age, as long as you have at least 30 Pension Credits); ➤ Partial or Pro-Rata Pension; and ➤ Vested Pension (if you leave Covered Employment after vesting and apply for your pension later). <p>While you may qualify for more than one pension type, you will only be allowed to elect one.</p>



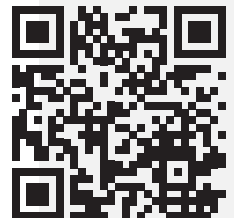
What payment forms are available?

- Spousal Pension (pays you a reduced lifetime monthly benefit and pays a percentage of your reduced lifetime monthly benefit to a surviving Spouse upon your death);
- 60-Certain Payments Pension (pays you a lifetime monthly income, and if you die before 60 monthly payments are made, the Plan will make the payments to your Spouse or, if none or your Spouse has waived the right to a benefit, your Beneficiary for the remainder of the 60-month period);
- 120-Certain Payments Pension (pays you a reduced lifetime monthly benefit; if you die before 120 monthly payments are made, the Plan will make payments to your Spouse or, if none or your Spouse has waived the right to a benefit, your Beneficiary for the remainder of the 120-month period);
- Lump-Sum Readjustment Allowance (pays you a lower monthly amount in return for a partial lump-sum payment); and
- Lump Sum for Small Benefit (if, when you retire, the actuarial present value of your monthly benefit amount is less than \$7,000, you will receive a lump sum payment).

What if I die before retiring?

Your Spouse or other Beneficiary may be eligible for death benefits.

Questions? If you have questions about the Plan or your pension benefits, log into the Member Dashboard for quick access to your account information. You can also reach out to the Fund Office by calling 781-272-1000, ext. 150 or 800-342-3792 (toll-free).



Participation

To be eligible to receive a monthly benefit when you retire, you will need to be a "Participant" in the Pension Plan.

Fast Facts

You are eligible to participate in the Pension Plan on the January 1 or July 1 that occurs after you have completed at least 250 Hours of Service in 12 consecutive months of Covered Employment.

Who Can Participate

You are eligible to participate in the Plan if you work for an employer that is required to make contributions to the Pension Fund for the work you perform. For most Participants, this means working in a position covered by a collective bargaining agreement between a Contributing Employer and the Union. You may also be eligible if you are covered by a participation agreement requiring your employer to make contributions to the Plan on your behalf.

Certain owners, officers, or directors of contributing employers, who were previously covered by a collective bargaining agreement with the Union ("Bargaining Unit Alumni"), may also participate in the Plan, provided there is a participation agreement in place with the Plan listing the eligible owners, officers, and/or directors and provided the owners, officers, and/or directors meet the following requirements:

- Perform services for the contributing employer in the capacity of an owner, director, or officer; and
- Prior to becoming owners, officers, or directors of the contributing employer, they earned at least five years of Vesting Service under the Plan.

250
Hours Minimum

When You Can Start Participating

You must work at least 250 hours in Covered Employment within a 12 consecutive month period. This period of time is called your "eligibility computation period."

You will be a Plan Participant on the January 1 or July 1 that occurs after the initial eligibility computation period in which you worked a minimum of 250 hours.

When Your Participation Ends

You will continue to be a Participant in the Plan as long as you are working in Covered Employment. If you stop working and incur Breaks in Service, you may lose your status as a Participant. (See page 35.) However, once you are "Vested" in the Plan, you will still be eligible for a benefit when you retire, even if you stop working in Covered Employment before you have reached the Normal Retirement Age. Vesting is explained on page 12.

WHAT IS THE UNION?

The "Union" means the Laborers' International Union of North America and/or any of its affiliated Local Unions and affiliated District Councils in the states of Massachusetts, Maine, New Hampshire, and Vermont.

WHAT IS COVERED EMPLOYMENT?

Covered Employment means employment for which your employer has agreed to make contributions on your behalf to the Pension Fund under the terms of a collective bargaining agreement or other participation agreement.

Frequently Asked Questions About Participation

What are "Hours of Service"?

Hours for which you are paid or entitled to payment for work in Covered Employment are Hours of Service under the Plan. Also included are certain hours when you are paid but not working, such as during sickness or vacation. In addition, certain periods during which you are not paid, such as parental leave, leaves covered by any state or federal family or medical leave laws, or military service, will count as Hours of Service for determining if you have incurred a Break in Service. Military service may also count towards your Pension Credit and years of Vesting Service. See pages 10 and 11.

Do I need to do anything to enroll in the Plan?

No. You will automatically become a Participant on the January 1 or July 1 after you have met the participation requirement. If you are not married, you should complete a Beneficiary designation form and submit it to the Fund Office. Beneficiary designation forms are available from the Fund Office or online at www.MLBF.org. If you are married, your Spouse will be your Beneficiary unless they consent in writing to another person being named as your Beneficiary (see page 27 for more information).



Earning Your Pension Benefit

The hours that you work each year determine your eligibility for a monthly pension benefit when you retire and the amount of that benefit.

✓ Fast Facts

- The hours that you work in Covered Employment earn you Pension Credits, which are used to calculate the amount of your pension.
- If you work at least 1,000 hours in a calendar year, you will earn one Pension Credit.
- You will earn one year of "Vesting Service" for every calendar year in which you work at least 1,000 hours in Covered Employment.
- Once you have earned five years of Vesting Service, you are considered "Vested" in the Plan (as long as you have earned at least 1 hour in 1998 or later). That means that you have a right to a pension benefit when you retire, and that right cannot be taken away from you, even if you stop working in Covered Employment. You are also Vested once you reach your Normal Retirement Age while actively employed, regardless of your years of Vesting Service.
- If you stop working before you are Vested and incur a Break in Service, your years of Vesting Service and Pension Credits may be lost. If you leave Covered Employment and come back before you retire, some of your benefit may be calculated at a different rate. See page 35 for information about how breaks in service may affect your pension.

Pension Credit

You earn Pension Credit based on the hours that you work in Covered Employment (or for which your employer otherwise makes contributions to the Fund on your behalf). The Pension Credits that you've earned throughout your career in Covered Employment will be a factor in how much of a pension benefit you'll receive.

The Fund Office keeps track of these hours. The following chart shows how the hours that you work are converted into Pension Credits.

Hours of Service in a Calendar Year	Pension Credits You Earn
Less than 250	None
250 but less than 500	1/4 of a Pension Credit
500 but less than 750	1/2 of a Pension Credit
750 but less than 1,000	3/4 of a Pension Credit
1,000 or more	One Pension Credit

If You Worked in Covered Employment Before 1962

If you worked in Covered Employment prior to 1962, other rules may apply. Contact the Fund Office if this applies to you.

Hours Bank

Beginning with the 1984 Plan Year, you may bank hours in excess of 1,600 in a calendar year. You may apply banked hours to years in which you earned at least 250 hours but less than 1,000 hours since 1962 to allow you to earn up to one Pension Credit in a year if you have earned at least 250 hours in 1995 or later. For purposes of earning your minimum of 250 hours, your eligible military service and eligible periods of disability may be counted as hours worked.

Hours Banked Before January 1, 2010

Hours banked prior to January 1, 2010, that are remaining in your bank on the date your pension starts will be converted to Pension Credits at the rate of 1,000 banked hours = $\frac{1}{4}$ of a Pension Credit, up to five Pension Credits. To be eligible to convert your hours bank to Pension Credit, you must have worked at least 250 hours in 2003 or later and retired after January 1, 2004.

Banked hours converted to Pension Credits will be credited at the accrual rate otherwise applicable at the time of retirement, subject to the Plan's Break in Service rules.

Hours Banked On or After January 1, 2010

Hours you bank on or after January 1, 2010 in excess of 1,600 in a calendar year may still be applied to years in which you earned at least 250 hours but less than 1,000 hours; however, they cannot be converted to additional Pension Credits. Where applicable, these hours will be used before hours banked before January 1, 2010, to fill years in which you do not earn one Pension Credit.

For example: Adam worked 700 hours in 2019. According to the chart on the previous page, 700 hours would earn Adam $\frac{1}{2}$ of a Pension Credit. In 2020, he worked 1,650 hours. Because he worked more than 1,600 hours, he could bank the excess amount – 50. Adam could apply those 50 banked hours toward his 2019 hours so that his 2019 hours equal 750. With 750 hours, Adam earns $\frac{3}{4}$ of a Pension Credit in 2019 instead of $\frac{1}{2}$.

Reciprocity

There are two types of reciprocity under the Plan. One type is referred to as “money-follows-the-person,” and the second provides for a “Partial Pension.” See page 16 for more information on Partial Pensions. Note that while the Plan is a party to agreements that provide for both options, you may only receive a benefit from this Plan under one of these options.

The “money-follows-the person” reciprocity option is the process by which you can have contributions sent back and credited to your benefits with the Massachusetts Laborers' Pension Plan for hours worked in jurisdictions outside of Massachusetts and Northern New England. This means that if you work outside the jurisdiction of the Plan, and you work in Covered Employment for which contributions are required to be made to another LiUNA pension fund, and those contributions are forwarded to the Massachusetts Laborers' Pension Plan under a reciprocal agreement, then you will earn Pension Credit under this Fund based on those contributions.



MLBF now has mobile updates by TEXT! To opt in, text the word **BENEFIT** to 844-611-2435 with your **NAME** and **EMAIL**.



In order to have contributions forwarded to the Plan in a timely manner, whenever you work outside the states of Maine, Massachusetts, New Hampshire and Vermont, you must contact the Fund Office in the jurisdiction where you are working to notify them that you are a Participant in the Plan. You may need to fill out a form for the credit forwarding to take place. You should also contact our Fund Office whenever you work outside the jurisdiction of the Plan to ensure the proper and timely forwarding of contributions under the “money-follows-the-person” reciprocal rules.

Note that not every jurisdiction will have reciprocity and some jurisdictions may not have a reciprocity agreement in place with the Plan. Please contact the Fund Office with any questions or for more information on reciprocity.

Vesting Service

You earn one year of Vesting Service for each calendar year in which you work at least 1,000 hours in Covered Employment (or your employer otherwise makes contributions to the Fund on your behalf for at least 1,000 hours). Partial years of Vesting Service are earned if you do not work at least 1,000 hours, as shown in the chart below.

Hours of Service in a Calendar Year	Years of Vesting Service You Earn
Less than 250	None
250 but less than 500	$\frac{1}{4}$ of a year of Vesting Service
500 but less than 750	$\frac{1}{2}$ of a year of Vesting Service
750 but less than 1,000	$\frac{3}{4}$ of a year of Vesting Service
1,000 or more	One year of Vesting Service

You become Vested by earning five years of Vesting Service. Once you are Vested, you cannot lose your Pension Credits or years of Vesting Service. You will have earned the right to a pension from the Plan even if you stop working in the industry before retirement.

Earning Vesting Service Without Earning Pension Credit

It is possible for you to earn years of Vesting Service without earning Pension Credit. This can happen if you work for the same contributing employer in a job category that is not considered Covered Employment immediately before or immediately after you work in Covered Employment. You may earn Vesting Service for this period of time, but you would not earn Pension Credit. Contact the Fund Office if this may apply to you.

Vesting by Reaching "Normal Retirement Age"

You will also become Vested if you reach Normal Retirement Age (see page 14) while you are a Plan Participant (meaning you have not incurred a Break in Service), regardless of how many years of Vesting Service you have. (See "When Your Participation Ends" at page 8).

LOSING YOUR PENSION CREDIT AND VESTING SERVICE

You can lose your Pension Credit and your years of Vesting Service if you stop working for a period of time before you are Vested. This is called a Break in Service. See page 35 for more information.

Frequently Asked Questions About Service

What if I work for a contributing employer in a job that is not covered by this Plan?

If you work for a contributing employer in non-Covered Employment immediately before or after your work in Covered Employment, your work might count toward your years of Vesting Service. Contact the Fund Office to determine whether this applies to you.

How can I find out how many Pension Credits and years of Vesting Service I have?

Go online to www.MLBF.org and access the Member Dashboard to view your total Pension Credits and Vesting Service or you can contact the Fund Office at 781-272-1000 x150 or email pension@mlbf.org.

To assist in addressing any possible discrepancies, we encourage you to save and carefully review your weekly pay stubs. Saving your pay stubs and reviewing them periodically will assist the Fund Office in addressing and correcting any errors in Plan records.

How can I verify my past employment?

You or the Fund Office (with your consent) can contact Social Security to find out about your past employment to provide proof of your work history.

Types of Pensions

✓ Fast Facts

The Pension Plan offers:

- Regular Pension
- Early Retirement Pension
- Disability Pension
- Service Pension
- Vested Pension
- Partial or Pro-Rata Pension

The Massachusetts Laborers' Pension Plan offers six different types of pensions to Vested Participants. The type(s) of pensions that you will be eligible for when you retire depend on your age, the Pension Credits you have earned, your employment status, and your health.

Regular Pension

The most common type of pension under the Plan is a Regular Pension. This type of pension is for Participants who have worked in Covered Employment and Retire from Covered Employment at or after Normal Retirement Age.

You are eligible for a Regular Pension when:

- you Retire from Covered Employment; and
- you have reached Normal Retirement Age.

Normal Retirement Age

For Pension Credits earned on or after January 1, 2010, Normal Retirement Age is age 65. For Pension Credits earned after January 1, 1986, but before January 1, 2010, Normal Retirement Age is age 62.

If you work in employment covered by the Plan on or after January 1, 2020, and your fifth anniversary of participation in the Pension Plan occurs after you've reached age 65, your fifth anniversary of participation will be your Normal Retirement Age.

Early Retirement Pension

You may be eligible to retire before you reach Normal Retirement Age with an early retirement pension if you have reached age 55 and have at least five Pension Credits.

Because you are younger when your pension begins, and because you will be paid a benefit over a longer period of time, the monthly amount of an early retirement pension is lower than the monthly amount of a regular pension.

HOW MUCH WILL I GET?

To determine the monthly amount of your pension, refer to the chapter called "How Your Pension Benefit is Calculated" on page 27.



Disability Pension

You may be eligible to retire at any age with a disability pension if you:

- are “totally and permanently disabled;”
- have at least five Pension Credits;
- have earned at least $\frac{1}{4}$ of a Pension Credit during the 36-month period immediately preceding your date of disability. This $\frac{1}{4}$ Pension Credit must be earned through work in Covered Employment with this Fund or with a reciprocating Plan.

To verify you are totally disabled, you may be required to submit to a physical exam by a doctor that the Trustees select or submit mental health records for review by the Plan’s contracted provider. The Trustees, at their discretion, may waive the exam and rely upon an award of a disability benefit through the Social Security Administration.

The Plan’s Definition of Disabled

You will be considered “totally and permanently disabled” if:

- on the basis of medical evidence satisfactory to the Trustees, you are found to be totally and permanently unable to work in the capacity in which you were employed immediately prior to the onset of your disability as a result of bodily injury or disease or mental health; and
- you do not receive more than the monthly amount allowable by the Social Security Administration from any other employment or from other personal gainful activity.

When You Can Receive a Disability Pension

Once the Trustees approve your application for a disability pension, **your benefit will begin on or after the first of the month following the fifth month of your disability.** Your pension benefit will continue to be paid to you as long as you meet the Plan’s definition of disabled, unless you fail to provide proof of continuing eligibility for Social Security disability benefits and/or fail to submit to periodic re-examinations as required by the Trustees.

Applying for a Disability Pension

To apply for your disability pension, you will need to furnish a copy of your disability award notification letter from the Social Security Administration to the Fund Office. You may apply for a benefit while you are waiting to receive your Social Security Disability determination. If your application is rejected by Social Security, the Fund Office will arrange for you to have a physical examination or have your mental health records reviewed by the Plan’s contracted provider to make a determination on your disability.

If You Recover From Your Disability

If you recover from your disability, you are obligated to notify the Fund Office immediately. Your disability pension benefits will stop (unless you have reached Normal Retirement Age and retired). You may then re-enter Covered Employment and resume earning Pension Credits.

Auxiliary Disability Benefit

If your disability Pension Starting Date (explained above) is delayed by two months or more, you may be eligible for an auxiliary disability benefit. This benefit is payable to you if there is a minimum two-month lapse from the date that your disability pension payments would have started if you had filed an application on the date that you last worked in Covered Employment, or, if later, the date that you became disabled. You will receive a lump-sum payment equal to the number of complete months that lapsed (but not more than a six-month period), multiplied by your monthly disability pension benefit.

Service Pension

You may retire with a service pension at any age if you have accumulated at least 30 Pension Credits with this Plan and a LiUNA-related plan. There is no reduction in benefits for retiring with a service pension.

Vested Pension

If you are Vested and stop working in Covered Employment before you are eligible for a Regular or Early Retirement Pension, you will be eligible to receive a Vested Pension.

You are eligible for a Vested Pension if you:

- are at least age 55; and
- have at least five years of Vesting Service if you are a non-bargained Participant with at least one Hour of Service after December 31, 1988, or a bargained Participant with at least one Hour of Service after December 31, 1997.

Note that if you apply for a Vested Pension before reaching age 65 (age 62 for Pension Credits earned prior to January 1, 2010), it will be calculated as an Early Retirement Pension, with a lower monthly amount than you would receive if you waited until age 65 (age 62 for accruals prior to January 1, 2010). The benefit rates used to determine your pension amount will depend on when you separated from Covered Employment.

Vested Pension for 65 or older

If you have reached age 65 (age 62 for accruals prior to January 1, 2010), your Vested Pension is calculated the same way as a Regular Pension.

Pro-Rata Pension

If you lack sufficient service credit under this Plan to be eligible for any pension because your years of employment were divided between different LiUNA-related pension plans, or if you are eligible but your pensions would be less than the full amount because of the division of employment, you may be eligible to combine total Pension Credit towards a partial or pro rata pension benefit.

You are eligible for a Partial Pension if:

1. You would be eligible for any type of pension under this Plan and each signatory plan, other than a Partial Pension, if your total Pension Credit under all signatory plans were treated as service under this Plan;
2. You have earned under each of the signatory plans in which you have credited service, at least one Pension Credit;
3. If you are applying for a pension based on disability, you are able to meet the requirements of "total and permanent disability" under this Plan and the signatory plan(s) you worked under; and
4. If you are applying for a pension based on age, you meet the minimum age requirements under this Plan.

Generally, the Partial Pension benefit payable under this Plan is calculated in the same manner as other pensions under this Plan, based on the applicable benefit rate under this Plan. In calculating Pension Credit, you will receive no more than one year of credit from all plans combined during any twelve calendar months. If you worked under two or more plans and accumulated fractional years of credit totaling more than one year of credit for a given year, the Pension Credit under the plan with the highest benefit level will be counted first with the other plans' Pension Credit counted in declining benefit level order until totaling exactly one year of Pension Credit.



You must have earned credit through another LiUNA-related plan and have not had those hours reciprocated back to this Plan. To be eligible, you need to have earned at least one Pension Credit under this Plan after October 1, 1978. Contact the Fund Office for more information.

Frequently Asked Questions About Types of Pensions

I stopped working in Covered Employment at age 45, but I was Vested when I left. Will I be eligible for a pension?

Yes. You'll be eligible for a vested pension. You can begin receiving your vested pension benefit at any time after you reach age 55, but it will be reduced to provide the benefit as an early retirement pension. Otherwise, you will receive your benefit when you reach Normal Retirement Age. Keep the Fund Office informed of any address changes to ensure you can apply timely for and receive your pension when you reach the appropriate age.

How much will I receive if I become disabled and begin collecting a disability pension?

Your disability pension is calculated the same way as a regular pension.

✓ Fast Facts

- The Plan provides various forms of payment for your pension benefit. Each option provides a monthly lifetime income for you, unless you receive a one-time lump-sum payment. The one-time lump-sum payment is only made if the value of your pension benefit is \$7,000 or less.
- There are default forms of payment for married and single Participants. You are not required to elect the default form of payment.



Your Pension Payment Options

When you apply for your benefit, you will be asked to choose the way you want your pension to be paid.

Type of Payment	Who's Eligible?	What is it?
50% Spousal Pension	This is the <i>default</i> form of payment for married Participants*	<p>Provides a reduced lifetime monthly income for you. If your Spouse outlives you, they will receive a monthly income for life of 50% of the reduced amount you were receiving, starting after your death.</p> <p>Under this form of payment, your monthly amount is reduced because it has to cover your and your Spouse's expected life spans.</p>
75% Spousal Pension (provided you have ¼ pension credit after January 1, 1999)	Optional for any married Participant*	<p>Like the 50% Spousal pension, with one difference: if your Spouse outlives you, they will receive a monthly income for life of 75% of the reduced amount you were receiving.</p> <p>This reduces your monthly amount more than the 50% Spousal pension because it has to cover your Spouse's expected life span at a higher payment level.</p>
100% Spousal Pension (provided you have ¼ pension credit after January 1, 1999)	Optional for any married Participant*	<p>Like the 50% and 75% Spousal Pension above, with one difference: if your Spouse outlives you, they will receive a monthly income for life of 100% of the amount you were receiving.</p> <p>This reduces your monthly amount more than the 50% or 75% Spousal Pension because it has to cover your Spouse's expected life span at a higher payment level.</p>
60-Certain Payments	<p>This is the <i>default</i> form of payment for unmarried Participants</p> <p>Married Participants may only elect this type of payment with spousal consent</p>	<p>Provides a lifetime income for you. If you die before five years of monthly payments have been made, payments will be made to your Spouse or, if none or your Spouse has waived the right to a benefit, your Beneficiary for the remainder of the five-year (60-month) period only.</p> <p>There is no reduction to your monthly benefit for this type of payment.</p>

Type of Payment	Who's Eligible?	What is it?
120-Certain Payments	Optional for any Participant Married Participants may only elect this type of payment with spousal consent	Provides a lifetime monthly income for you. If you die before ten years of monthly payments have been made, payments will be made to your Spouse or, if none or your Spouse has waived the right to a benefit, your Beneficiary for the remainder of the ten-year (120-month) period only. Your monthly amount is reduced to provide for this longer guarantee period.
Lump-Sum readjustment allowance	Optional for any Participant Married Participants may only elect this type of payment with spousal consent	Provides you with a one-time partial lump-sum payment and a smaller monthly payment. The monthly payment reduction cannot be more than 10% and the maximum lump-sum payment is \$5,000. This option can be combined with other elections.
Lump-Sum payment for small amounts	This is the <i>default</i> form of payment for any Participant with a pension benefit that has a value of \$7,000 or less	Provides you with 100% of the value of your benefit in a single, one-time payment. No further payments are made. You cannot elect this type of payment—it is the default if the value of your benefit is \$7,000 or less when you apply for benefits.

* You will be eligible for the Spousal Pension payment options if you and your Spouse were married for one year prior to your Pension Starting Date. Note that if you retire on a disability pension under one of these forms of payment, the reduction will be greater than the reduction for non-disability pensions.

The Spousal Pension Payment Option

Your pension benefit will automatically be paid as a 50% Spousal Pension if you have been legally married for at least one year before your Pension Starting Date, or if you have been married less than one year before your Pension Starting Date but are married for at least one year at your date of death. This option provides financial protection for your Spouse. If you die before your Spouse, your Spouse will continue to receive a monthly benefit of 50% of the amount that you were receiving prior to your death.

Your monthly benefit is reduced for receiving the standard 50% Spousal Pension, except as follows: as long as you have earned at least $\frac{1}{4}$ Pension Credit in one calendar year since January 1, 1988, there is no reduction in your monthly pension benefit accrued prior to January 1, 2010, for receiving your pension (excluding disability pensions) as the standard 50% Spousal Pension.

While the standard form of payment for a married couple is the 50% Spousal Pension, you may elect to provide 75% or 100% of your monthly pension benefit to your Spouse, instead of 50%, provided you have earned at least $\frac{1}{4}$ Pension Credit since January 1, 1999, and you were married for at least one year before your Pension Starting Date. A reduction in your benefit applies to provide a 75% or 100% benefit for your Spouse.

Adjustment Factors for Spousal Pension (Non-Disability Pensions)

There are two different adjustment factors used to calculate your Spousal Pension. One applies to Pension Credit earned prior to January 1, 2010. The other applies to Pension Credits earned after that date.

Type of Payment Option	Pension Credits Earned Prior to January 1, 2010		Pension Credits Earned on or After January 1, 2010	
	Basic Adjustment	Adjustment for Age Difference	Basic Adjustment	Adjustment for Age Difference
50% Spousal Pension	None*	None	Multiply by 92%	Minus 0.3% for each full year that your Spouse is younger than you, or plus 0.3% for each full year that your Spouse is older than you.
75% Spousal Pension	Multiply by 94.5%	Minus 0.3% for each full year that your Spouse is younger than you, or plus 0.3% for each full year that your Spouse is older than you.	Multiply by 88%	Minus 0.4% for each full year that your Spouse is younger than you, or plus 0.4% for each full year that your Spouse is older than you.
100% Spousal Pension	Multiply by 90%	Minus 0.4% for each full year that your Spouse is younger than you, or plus 0.4% for each full year that your Spouse is older than you.	Multiply by 84%	Minus 0.5% for each full year that your Spouse is younger than you, or plus 0.5% for each full year that your Spouse is older than you.

*This assumes you had at least 250 hours of credit in 1988 or in any Plan Year thereafter.

50% Spousal Pension Adjustment

When you retire with a 50% Spousal Pension, the amount of your monthly benefit accrued on or after January 1, 2010, will be reduced to cover your Spouse's expected life span, as well as your own. Note that there is no reduction for that part of your benefit accrued prior to January 1, 2010.

Here is an example of how the reduction is calculated for a 50% Spousal Pension:

Gregg's unreduced pension benefit amount is \$1,500 (\$500 of which was accrued prior to January 1, 2010, and \$1,000 of which was accrued on and after January 1, 2010). Gregg elects a 50% Spousal Pension. His Spouse is three years younger than he is.

To adjust for this type of payment, the portion of Gregg's benefit accrued prior to January 1, 2010 is not reduced.

$$\$500.00 \times (\text{no reduction factor}) = \$500.00$$

Then, the portion of Gregg's benefit accrued on or after January 1, 2010 must be multiplied by 91.1%. The basic reduction is 92%, and then 0.9% is subtracted to account for the age difference between Gregg and his Spouse (0.3% X the 3 years that his Spouse is younger).

$$\$1,000.00 \times 91.1\% = \$911.00$$

Finally, Gregg adds the two numbers together to get his monthly benefit amount: $\$500.00 + \$911.00 = \$1,411.00$

Upon Gregg's death, his Spouse will begin receiving \$705.50 per month, which is 50% of \$1,411.00.

75% Spousal Pension Adjustment

Here is an example of how the reduction is calculated for a 75% Spousal Pension:

Assume that Gregg in the above example elects a 75% Spousal Pension.

To adjust for this type of payment, the portion of Gregg's benefit accrued prior to January 1, 2010, must be multiplied by 93.6%. The basic reduction is 94.5%, and then 0.9% is subtracted to account for the age difference between Gregg and his Spouse (0.3% X the 3 years his Spouse is younger).

$$\$500.00 \times 93.6\% = \$468.00$$

Then, the portion of Gregg's benefit accrued on or after January 1, 2010, must be multiplied by 86.8%. The basic reduction is 88%, and then 1.2% is subtracted to account for the age difference between Gregg and his Spouse (0.4% X the 3 years his Spouse is younger).

$$\$1,000.00 \times 86.8\% = \$868.00$$

Finally, Gregg adds the two numbers together to get his monthly benefit amount: $\$468.00 + \$868.00 = \$1,336.00$

Upon Gregg's death, his Spouse will begin receiving \$1,002.00 per month, which is 75% of \$1,336.00.

100% Spousal Pension Adjustment

Here is an example of how the reduction is calculated for a 100% Spousal Pension:

Assume that Gregg in the above example elects a 100% Spousal Pension.

To adjust for this type of pension, the portion of his unreduced benefit earned prior to January 1, 2010, or \$500, is multiplied by 88.8%. That's 90.0% for the spousal reduction, less 1.2% to account for the age difference between Gregg and his Spouse (0.4% X the 3 years his Spouse is younger).

$$\$500 \times 88.8\% = \$444.00$$

Next, the portion of his unreduced benefit earned after January 1, 2010, is multiplied by 82.5%. That is 84.0% for the spousal reduction minus 1.5% (0.5% X the 3 years that Gregg's wife is younger than he is).

$$\$1,000 \times 82.5\% = \$825.00$$

Finally, Gregg adds the two numbers together to get his benefit amount: $\$444.00 + \$825.00 = \$1,269.00$

Upon Gregg's death, his wife will continue to receive \$1,269.00 per month.

Adjustments for Disability Pensions

If you are totally and permanently disabled and retire with a disability pension (explained on page 15), your monthly pension benefit will be reduced to provide a Spousal Pension. Different factors apply to the disability pension reduction:

Adjustment Factors for Disability Pensions

Type of Payment	Basic Adjustment	Adjustment for Age Difference
50% Spousal Pension	Multiply by 82%	Minus 0.4% for each full year that your Spouse is younger than you, or plus 0.4% for each full year that your Spouse is older than you.
75% Spousal Pension	Multiply by 74.5%	Minus 0.5% for each full year that your Spouse is younger than you, or plus 0.5% for each full year that your Spouse is older than you.
100% Spousal Pension	Multiply by 67%	Minus 0.5% for each full year that your Spouse is younger than you, or plus 0.5% for each full year that your Spouse is older than you.

CALCULATING YOUR PENSION BENEFIT

Page 19 has some examples of how a payment form affects your monthly pension amount.

If Your Spouse Dies Before You

If you retire on or after January 1, 1984, with a Spousal Pension and your Spouse predeceases you, your benefit will revert to the pension amount that you would have been entitled to under the 60-Certain Payments Pension, as if you had been unmarried when you retired.

Other Payment Options for Married Participants

You are not required to retire with a Spousal Pension if you are married. If you would prefer, you may elect the 60-Certain Payments pension or the 120-Certain Payments pension (explained below), but you must provide your Spouse's written consent, witnessed by a notary, to do so.

60-Certain Payments Pension Option

If you are not married on your Pension Starting Date, or if you are married and you and your Spouse waive the Spousal Pension in writing and are witnessed by a notary, you will receive a 60-Certain Payments pension. This form of payment provides an unreduced monthly benefit, payable to you for your lifetime. See page 31 regarding payment of any unpaid benefits upon your death.

120-Certain Payments Pension Option

If you are not married on your Pension Starting Date, or if you are married and you and your Spouse waive the Spousal Pension in writing and are witnessed by a notary, you may elect to receive a 120-Certain Payments pension. This form of payment provides a reduced monthly benefit, payable to you for your lifetime. See page 31 regarding payment of any unpaid benefits upon your death.

The 120-Certain Payments pension provides a reduced benefit, calculated based on your age at retirement, in order to guarantee the payment of benefits over a ten-year period. The chart below shows the percentage of your benefit that you will receive.

120-Certain Payments Adjustment

Your Age at Retirement	Percentage of Benefit You'll Receive
45	99.23%
46	99.13%
47	99.03%
48	98.91%
49	98.79%
50	98.66%

Your Age at Retirement	Percentage of Benefit You'll Receive
51	98.51%
52	98.37%
53	98.20%
54	98.01%
55	97.80%
56	97.57%
57	97.30%
58	97.00%
59	96.66%
60	96.27%
61	95.83%
62	95.35%
63	94.79%
64	94.19%
65	93.52%
66	92.79%
67	92.02%
68	91.21%
69	90.34%
70	89.42%
71	88.45%
72	87.42%
73	86.33%
74	85.15%
75	83.89%
76	82.58%
77	81.22%
78	79.86%
79	78.50%
80	77.17%
81	75.88%
82	74.62%
83	73.41%
84	72.25%
85	71.12%



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Lump-Sum Readjustment Allowance Option

You may elect a partial one-time lump-sum payment upon retirement, which will reduce your monthly benefit. The reduction in your monthly benefit cannot exceed 10% and the lump-sum payment cannot exceed \$5,000. You may elect any optional form of payment for which you are eligible for the reduced monthly benefit.

If you have a Spouse, your Spouse must consent in writing, witnessed by a notary, to the Lump-Sum Readjustment Allowance.

Default Lump-Sum Payment

If the Value of Your Benefit is \$7,000 or Less

If the actuarial present value of your lifetime pension is \$7,000 or less on your Pension Starting Date, upon your application for your benefit, the Fund will automatically pay the entire benefit due in one lump sum instead of paying you a monthly benefit (regardless of your marital status).

Deferring Taxes

You have the option of rolling over your lump-sum payment to an IRA or eligible retirement plan, thereby deferring payment of income taxes (and avoiding mandatory withholding, if you do a direct rollover), with one exception. If you roll over to a Roth IRA, you will have to pay current income taxes. You will be given information concerning rollovers when you apply for your benefit.

Comparison of Payment Forms

The chart below shows a comparison of the monthly amounts that may be payable on a non-disability pension, depending on the payment option elected. In the example, assume that Daniel is retiring at Normal Retirement Age (age 65) on a non-disability pension. The amount of his regular monthly pension (unreduced) is \$1,500 (of which \$500 was accrued prior to January 1, 2010, and \$1,000 was accrued on or after January 1, 2010), and his Spouse is three years younger than he is.

If Daniel elects:	He will receive:	And:
A 50% Spousal Pension	\$1,411.00 per month for the rest of his life	If Daniel's Spouse outlives him, his Spouse will receive \$705.50 per month (which is 50%) for the rest of the Spouse's life.
A 75% Spousal Pension	\$1,336.00 per month for the rest of his life	If Daniel's Spouse outlives him, his Spouse will receive \$1,002.00 per month (which is 75%) for the rest of the Spouse's life.
A 100% Spousal Pension	\$1,269.00 per month for the rest of his life	If Daniel's Spouse outlives him, his Spouse will receive \$1,269.00 per month for the rest of the Spouse's life.
A 60-Certain Payments pension	\$1,500.00 per month for the rest of his life.	If Daniel dies before 60 payments have been paid, his Beneficiary will receive monthly payments of \$1,500.00 for the remainder of the 60-month period.
A 120-Certain Payments pension	\$1,403.00 per month for the rest of his life	If Daniel dies before 120 payments have been paid, his Beneficiary will receive monthly payments of \$1,403.00 for the remainder of the 120-month period.

Designating a Beneficiary

You will need to designate a Beneficiary (or Beneficiaries) in writing when you choose a payment option. If you are married, your Spouse is automatically your Beneficiary. You may name anyone you like to be your Beneficiary; however, if you are married, you will need your Spouse's written consent, witnessed by a notary, to name anyone other than your Spouse.

Frequently Asked Questions About Payment Options

What happens if I take a Spousal Pension, but my Spouse and I divorce after I retire?

No increase will be made to your monthly payments because of a divorce. The person who was your Spouse when your pension started may be entitled to all or part of your monthly benefit during your lifetime under a Qualified Domestic Relations Order (QDRO) and will still be entitled to any applicable spousal benefit, unless properly waived, if you should die first. See "If You Get Divorced" on page 34 for more information.

If I divorce and remarry, will my new Spouse be eligible for a benefit from my pension?

Not if you remarry after your Pension Starting Date. If you divorce and remarry after your Pension Starting Date, the new Spouse will not be entitled to any benefits under the Spousal Pension you have started receiving.

Can I change my payment form after I start receiving my pension?

No. Once you begin to receive your pension, you cannot change to a different payment form.

Will my pension benefit affect my Social Security Benefit?

Plan benefits and Social Security benefits are separate benefits. The benefits payable under the Plan are in addition to benefits paid under Social Security. Pension benefits will not reduce your Social Security benefits.

How Your Pension Benefit is Calculated

The amount of your monthly pension is based on several factors, including:

- the number of Pension Credits you have earned;
- the accrual rates that apply to your Pension Credits;
- your age when you apply for a pension;
- the type of pension you choose; and
- the form of payment you choose (see "Your Pension Payment Options" on page 18).

ROUNDING CALCULATIONS

All monthly benefit amounts will be rounded up to the next 50 cents when the payment does not result in an exact increment of one-half or one whole dollar.

Call or email the Fund Office for assistance in calculating your pension (781-272-1000 ext. 150 or Pension@MLBF.org).

Accrual Rate

If you retire with a regular pension on or after January 1, 2026, and you worked at least 250 hours in Covered Employment at the current Massachusetts Zone 1 contribution rate on or after January 1, 2025, your accrual rate is \$116 per Pension Credit. The benefit rate is determined by the Trustees and can change from time to time. Different rates and requirements apply if you have not met the above work test.

If you worked at a contribution rate that is lower than the applicable Massachusetts Zone 1 contribution rate (as of the printing of this SPD, all Zone Rates are the same), your benefit rate will be lower.

For information, refer to the Pension Plan Document available at the Fund Office.

Benefit Level Breaks

If you incur a one-year break in service, the benefit rate used to calculate your credits earned before the break will be frozen at the rate in effect when you last earned $\frac{1}{4}$ Pension Credit. However, if you later return to Covered Employment before you retire and earn $\frac{3}{4}$ of a Pension Credit within 3 years of your return to Covered Employment and meet any applicable work test, the rate in effect when you retire will apply to all your Pension Credits. If you do not earn $\frac{3}{4}$ of a Pension Credit within 3 years of your return to Covered Employment, the increased rate will only apply to Pension Credits earned following your return to Covered Employment. Any previously earned Pension Credits will be frozen at the rate in effect at the time the temporary break was incurred.

Calculating a Regular Pension

You can determine the amount of your regular pension by multiplying the number of Pension Credits you have earned by \$116.

For example: Doug earned at least $\frac{1}{4}$ of a Pension Credit in 2025 for which his employer contributes to the Pension Fund on his behalf at the current Zone 1 contribution rate. Doug earned 20 Pension Credits and has 20 years of Vesting Service. He is 65 years old. Doug's unreduced monthly pension amount for a regular pension benefit would be:

$\$116.00 \times 20 = \$2,320.00$ per month. (A reduction would apply if Doug's form of payment is other than the 60-month Certain Payment.)

Calculating an Early Retirement Pension

With an early retirement pension, you will receive a lower monthly amount than you would receive with a regular pension. That is because you are retiring at a younger age and it is likely that you will be receiving benefits for a longer time.

If you have earned $\frac{1}{4}$ Pension Credit in 1999 or later, the reduction for early retirement is as follows:

- For Pension Credits earned on or after January 1, 2010:

- A 0.250% (one quarter of 1%) reduction in the regular pension amount for each month where the Pension Starting Date occurs before you have reached age 65.

➤ For Pension Credits earned before January 1, 2010:

- A 0.250% (one quarter of 1%) reduction in the regular pension amount for each month where the Pension Starting Date occurs before you have reached 60 years of age; and
- A 0.166% (one sixth of 1%) reduction in the regular pension amount for each month the pension is paid after age 60 but before you have reached age 62.

For example: Jacob is eligible for an early retirement pension and retires on January 1, 2026, with 18 Pension Credits. He is 59 years old. His regular unreduced pension amount is \$2,088.00 per month (18 Pension Credits x \$116.00), of which \$232.00 was accrued prior to January 1, 2010, and \$1,856.00 was accrued on and after January 1, 2010.

To adjust for the early retirement pension, that part of his monthly pension accrued prior to January 1, 2010, (\$232.00) is reduced by 0.250% for the 12 months that Jacob is younger than 60 and 0.166% for the 24 months between age 60 and age 62.

$$(0.0025 \times 12) + (0.00166 \times 24) = 0.03 + 0.04 = 0.07$$

$$\$232.00 \times 0.07 = \$16.24$$

$$\$232.00 - \$16.24 = \$215.76 \text{ monthly pension accrued prior to January 1, 2010}$$

Then, the portion of his monthly pension accrued on or after January 1, 2010, (\$1,856.00) is reduced by 0.250% (one quarter of 1%) for the 72 months that Jacob is younger than age 65.

$$(0.0025 \times 72) = 0.18$$

$$\$1,856.00 \times 0.18 = \$334.08$$

$$\$1,856.00 - \$334.08 = \$1,521.92 \text{ monthly pension accrued on and after January 1, 2010.}$$

Finally, the two numbers are added together to get Jacob's monthly benefit amount: $\$1,521.92 + \$215.76 = \$1,737.68$, rounded up to \$1,738.00.

Jacob's early retirement pension is \$1,738.00 per month. A further reduction will apply if Jacob's form of payment is other than the 60-month Certain Payment.

Calculating a Disability Pension

The Disability Pension is calculated the same way as the regular pension with no reduction for commencing benefits prior to Normal Retirement Age. The same rules apply regarding benefit rate breaks and earning credit.

Calculating a Service Pension

The Service Pension is calculated in the same way as a regular pension. There is no reduction for early retirement.

Calculating a Vested Pension

The Vested Pension is calculated in the same way as a regular pension. If you are younger than Normal Retirement Age when the Vested Pension starts, your monthly amount will be reduced in the same way as an Early Retirement Pension (see page 14).

Frequently Asked Questions About Pension Calculations

Will I get any cost-of-living increases in my pension?

At this time, the Plan does not provide for any automatic cost-of-living increases. The Trustees may, in their discretion, from time to time, provide for benefit supplements or increases to be paid to Pensioners, surviving Spouses, alternate payees, and/or Beneficiaries. You will be notified if you become entitled to such a supplement.

Is there a limit on the amount I can receive?

Yes. The IRS limits annual benefits paid from plans such as the Pension Plan, but these limits are quite high. In the unlikely event you are affected by these limits, you will be notified.

Is there an adjustment to my pension for retiring after Normal Retirement Age?

If you delay your retirement until after your Normal Retirement Age, your accrued benefit will be actuarially increased for each complete calendar month between your Normal Retirement Age and your Pension Starting Date for which benefits were not suspended. The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter. No actuarial increase will be payable for any month for which a retroactive payment is made.

Survivor Benefits

The Plan provides benefits for your surviving Spouse or designated Beneficiary in the event of your death. Different benefits are payable based on whether your death occurs before or after your Pension Starting Date.

Fast Facts

- The Fund Office can help your Beneficiary through the process of applying for benefits and answering any questions about survivor benefits. Your Beneficiary should call the Fund Office at 781-272-1000 x150.
- The Fund Office staff may discuss a Participant's death benefits only with a Spouse, an officially designated Beneficiary, or a legally authorized representative.

If You Are Married and You Die Before Retirement

Pre-Retirement Surviving Spouse Benefit

If you die before your Pension Starting Date, your Spouse will be eligible for a survivor's pension. The benefit will be paid as if you had elected the 100% Spousal Pension on the day before you died. To be eligible for this benefit:

- You must be vested (explained on page 12);
- You must have earned at least $\frac{1}{4}$ Pension Credit on or after September 1, 2002; and
- You must have been married to your Spouse for at least the year immediately preceding your death.

Your surviving Spouse must submit an application to the Fund Office to receive the pre-retirement surviving Spouse pension benefit. The benefit is payable on the first day of the month following the month that the Fund Office receives the application.

The amount of the Pre-Retirement Surviving Spouse Pension benefit will be determined as if you retired on the surviving Spouse's pension benefit starting date and elected the 100% spousal benefit. If you die before age 55, the early retirement reduction will be determined as if you were age 55.

Payment of Small Benefit

If the actuarial present value of the pre-retirement pension is \$7,000 or less at the time of your death, the Fund will pay your Spouse the entire actuarial present value of the benefit in a one-time payment instead of making the lifetime payments described previously. This one-time payment can be rolled over to a traditional IRA or eligible retirement plan if your Spouse wishes to defer paying taxes (and avoid mandatory withholding if they do a direct rollover). If the payment is rolled over to a Roth IRA, your Spouse will have to pay current taxes. Your Spouse will be provided with information on rollovers when applying for the benefit.

If You Are Married and You Die After Retirement

Spousal Pension

If you elect a Spousal Pension, your Spouse will be eligible to receive the percentage (50%, 75%, or 100%) that you elected as a surviving Spouse benefit. When you die, the percentage elected will be payable to your Spouse on a monthly basis for the rest of their life.

60-Certain Payments or 120-Certain Payments Pension Death Benefit

If you elect either the 60-Certain Payments Pension or the 120 Certain Payments Pension, your Spouse or, if none or your Spouse has waived the right to a benefit, your designated Beneficiary will automatically receive the remaining payments if you die before you have received 60 or 120 payments, as applicable. If there is no legal surviving Spouse or designated Beneficiary, the remaining payments will be paid to your estate.

Your Spouse or designated Beneficiary must complete an application form, provided by the Trustees, within one year of your death.

Lump-Sum Readjustment Allowance Option

If you elect the Lump-Sum Readjustment Allowance and you die after your Pension Starting Date but before you have received the lump-sum payment, the payment will be made to your designated Beneficiary.

If You Are Single and You Die Before Retirement

If you are single, Vested, and you die before you retire, your Beneficiary is eligible for a benefit. The 60-Certain Payments pension will be payable to your named Beneficiary as if you had elected it the day before you died.

KEEP YOUR BENEFICIARY INFORMATION UP-TO-DATE!

If you are not married, it is important that you have an up-to-date Beneficiary designation form on file with the Fund Office. Visit the Massachusetts Laborers' Benefit Fund website at www.MLBF.org or call the Fund Office to see if you have a Beneficiary form on file. If you would like to change your Beneficiary, you can print a form from the Website and mail it to the Fund Office.

If You Are Single and You Die After Retirement

If you are single and you retire with the 60-Certain Payments Pension or the 120-Certain Payments Pension, your designated Beneficiary will automatically receive the remaining payments if you die before you have received 60 or 120 payments, as applicable. If there is no designated Beneficiary, the remaining payments will be paid to your estate.

Your designated Beneficiary must complete an application form, provided by the Trustees, within one year of your death.

Social Security Death Benefits

In addition to benefits through this Plan, your surviving Spouse and your dependent children may also be eligible for Social Security death benefits. Your Spouse should contact the Social Security Administration by calling (800) 772-1213 or visiting the website at www.ssa.gov.

Frequently Asked Questions About Survivor Benefits

If I die, will my Spouse or other Beneficiary automatically be contacted about death benefits?

Your Spouse or Beneficiary will need to notify the Fund Office of your death to get the process started. You should alert your Spouse or Beneficiary to that requirement.

What happens if my Spouse remarries after I die? Will my Spouse lose their benefit from the Plan?

No. Payments to your surviving Spouse will not be affected by remarriage.

Is my former Spouse eligible for benefits?

If you are divorced, your ex-Spouse may have rights that reduce or eliminate Plan benefits to your current Spouse or Beneficiary in the event of your death. For more information, see page 34.

Life Events

You may experience a “life event” (such as marriage, divorce, disability, or retirement) that could affect your pension benefit.

FOR MORE INFORMATION

If you have questions that are not addressed in this section, please contact the Fund Office at 781-272-1000 or visit us online at www.MLBF.org.

If You Move

If you move, use the Member Dashboard online at www.MLBF.org to update your contact information with your new address or contact the Fund Office in writing. This is very important because you do not want to miss receiving information about your benefit (or your pension checks and tax forms, if you have already retired).

If You Leave the Area but Stay in the Industry

If you leave Covered Employment but you participate in another LiUNA plan, you may be eligible for reciprocal benefits (i.e., under “money-follows-the-person” reciprocity or a Partial Pension). See pages 11 and 16 for more information.

If you have questions about how reciprocity works, you may contact the Fund Office for this Plan.

If Your Marital Status Changes Before Your Pension Starts

If you get married, divorced, or your Spouse or Beneficiary dies before starting benefits, please contact the Fund Office to update your records and obtain the proper forms.

If you wish to designate anyone other than your Spouse as your Beneficiary, you will need to provide your Spouse’s written consent.

If your Spouse’s death occurs as you are about to start receiving your pension benefit, you should discuss your situation with the Fund Office to make sure it is appropriate for your updated situation.

If Your Marital Status Changes After Your Pension Starts

If you get married or divorced after you have started receiving your pension benefit, you may not change your form of payment to provide a Spousal Pension benefit to a new Spouse. The payment option that you elected at the time of your retirement will remain in effect for the rest of your life.

Additionally, if you divorce after retiring, the Spouse to whom you were married when you retired may still be awarded all or part of your monthly benefit under a QDRO. This is true regardless of the payment form you elected.

Qualified Domestic Relations Order and Rights of a Former Spouse

A court may issue a Qualified Domestic Relations Order (QDRO) requiring the Pension Plan to pay part or all of your pension benefit to an alternate payee (who can be your former Spouse or other dependent) under an order of spousal or child support or division of marital property.

Even if you divorce and remarry before you start receiving your pension, the rights of an alternate payee could affect you in two ways:

- These rights could reduce the retirement benefit available to you and your new Spouse; or
- If you should die before retiring, a QDRO could require that the Pension Plan's pre-retirement surviving Spouse pension be paid to your former Spouse instead of your new Spouse.

A QDRO must clearly specify:

- The name and last known mailing address, Social Security number and date of birth of the Participant and each alternate payee covered by the order (the "alternate payee" is the Spouse, former Spouse, child, or other dependent to whom payment is directed);
- The amount or percentage of a Participant's benefit to be paid by the Plan to the alternate payee or the manner in which the amount or percentage is to be determined;
- The number of payments and/or the time period to which the order applies; and
- The name of the Plan to which the order applies.



The order cannot require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan, except as permitted by the Retirement Equity Act.

Domestic relations orders must be submitted to the Fund Office for a determination that they meet the requirements to be qualified. The member must provide a final copy of the qualified order (QDRO) to the Fund Office for its records.

We encourage you to contact the Fund Office for further details prior to the preparation of a QDRO and to obtain a copy of a sample QDRO. A sample QDRO will be provided at no charge.

If You Take Time Off for Birth or Adoption of a Child

Taking time off work for a birth or adoption may affect your benefit accrual and your accumulation of years of Vesting Service:

- **Benefit Accruals.** You will not earn any Pension Credits during an absence for a birth or adoption, unless you are receiving weekly disability benefits.
- **Break in Service.** Your absence does not necessarily mean you will have a Break in Service.

The Plan makes an exception to the Break in Service rules (see below) if you are on parental leave – absence from work for reasons of your pregnancy, the birth of your child, placement of a child with you for adoption, or care of your child immediately following birth or placement for adoption.

Up to 501 hours of this type of absence may be counted as hours of service in the calendar year in which the absence begins if this would prevent you from incurring a Break in Service that year. If the hours are not needed that year, they can be counted the following calendar year.

These 501 hours do not add to your hours of service. They count only for purposes of avoiding a Break in Service.

If You Have a Break in Service

Leaving Covered Employment or working less than 250 hours during a Plan Year may cause you to incur a Break in Service, which may affect your pension benefit.

There are two types of Breaks in Service:

- A one-year Break in Service (also referred to as a “temporary” Break in Service); and
- A Permanent Break in Service

One-Year Break in Service

You will incur a one-year Break in Service on the last day of any calendar year during which you do not work at least 250 hours in Covered Employment. If you are not Vested and you incur a one-year Break in Service, your Pension Credits and years of Vesting Service that you have earned up to the date of your temporary Break in Service will be cancelled.

You will stop being a Plan Participant as of the last day of the calendar year in which you incurred your second one-year Break in Service.

You can repair a temporary Break in Service and restore your years of Vesting Service and Pension Credits if you earn at least $\frac{1}{4}$ of a year of Vesting Service before you incur a Permanent Break in Service.

A One-Year Break in Service may also affect the benefit accrual rate that is used to calculate your pension. See page 28 for more information.

Permanent Break in Service

After **December 31, 1986**, if you are not Vested, you will have a Permanent Break in Service if you have consecutive one-year breaks in service that equal or exceed the greater of five or the number of years of Vesting Service that you have earned. For example, if you have earned three years of Vesting Service and then you work fewer than 250 hours in Covered Employment for five consecutive years (which means you incurred five temporary one-year breaks in service), you will have a Permanent Break in Service.

If you have consecutive one-year breaks in service **after 1975 and before January 1, 1987**, that equal or are greater than the number of years of Vesting Service that you have earned, you will have a Permanent Break-in-Service.

Exception: If you had earned at least five Pension Credits prior to incurring a Permanent Break in Service and returned to Covered Employment after incurring a Permanent Break-in-Service and subsequently earned an additional 10 years of Pension Credit, the Pension Credits that you earned prior to incurring the Permanent Break-in-Service will be restored.

For example, if you have earned four years of Vesting Service but then work fewer than 250 hours in Covered Employment for four or more consecutive years, you will have a Permanent Break in Service.

Important: Generally, a Permanent Break in Service cannot be repaired. If you incur a Permanent Break in Service, you will lose all of your accumulated years of Vesting Service and Pension Credits and will no longer be a Participant in the Pension Plan, unless you meet the above exception.

Exceptions to the Break in Service Rules

The Plan makes the following exceptions to the Break in Service rules:

- **Service with a contributing employer before 1979:** Effective January 1, 1995, you will receive credit for the hours that you worked for a contributing employer before 1979 for which no contributions were received by the Pension Fund. This credit will only be used to prevent a Break in Service – you will not be awarded Pension Credit for this time.
- **Parental leave:** If you are absent because of parental leave—for reasons of your own pregnancy, the birth of your child, the placement of a child with you for adoption, or the care of your child immediately following birth or placement for

adoption—up to 501 hours of such an absence may be counted as hours of service in the calendar year in which the absence begins if this would prevent you from incurring a Break in Service that year. If the hours are not needed that year, they can be counted the following calendar year.

- **Federal/State Family and/or Medical Leave:** For leaves covered by the terms of the Family and Medical Leave Act or state family or medical leave laws, if you are employed in Covered Employment at the time the covered leave is taken, you will be deemed to have completed the Hours of Service which otherwise would normally have been credited to you if you had not taken the leave. Hours of Service will be credited for the term of the leave or to the extent required by law.
- **Military Service:** You will receive Pension Credits and Vesting Service for time spent in qualified military service if you have reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and you have earned at least 250 hours of service in the 12 months prior to your first day of military service. See below for more information about military service.

In order for you to receive credit for Hours of Service under one of the listed exceptions, you or your Employer must notify the Fund Office and provide relevant documentation.

HOW CAN I FIND OUT IF I HAVE HAD A BREAK IN SERVICE?

The Fund Office can tell you what your status is. The Fund Office can also tell you whether a Break in Service can be repaired.

If You Are Called to Military Duty

You can continue to earn Pension Credit and Vesting Service for time spent in military service if you have reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). To receive the credit, you must return to Covered Employment within the time frame allowed by law. To be eligible, you must have earned at least 250 hours of service in the 12 months prior to the first day of your military service.

Be sure you request credit for military service from the Fund Office and be prepared to supply the evidence the Fund will need to determine your rights.

This provision does not apply to military service before December 12, 1994. If you have any questions regarding military service or your return to work after military service, contact the Fund Office.

If you die while performing qualified military duty (on or after January 1, 2007), your beneficiaries will be entitled to any additional benefits (other than the benefit accruals related to your period of qualified military service) that would have been provided under the Plan if you had resumed Covered Employment and then terminated Covered Employment on account of death. Additionally, the period of such qualified military service will be treated as Vesting Service under the Plan.



If You Retire

When you decide to retire, you should contact the Fund Office to receive information on the documentation that you will need to provide and the forms that you'll need to complete or visit our website at www.MLBF.org. You will not receive a benefit until you apply.

Working After Retirement—Disqualifying Employment

Pensions are intended for Participants who have retired from the type of employment covered by the Plan. For that reason, there are restrictions on the work you may do after retiring.

Engaging in “Disqualifying Employment” will cause your pension to be suspended for a period of time. When your benefits are suspended, you do not receive any payments until a later date. Different rules apply to Disqualifying Employment before and after Normal Retirement Age. For this purpose only, Normal Retirement Age is:

- for Participants that first work in Covered Employment before January 1, 2010, age 62;
- for Participants that first work in Covered Employment on or after January 1, 2010, age 65; or
- for Participants that first work in Covered Employment on or after January 1, 2020, the later of age 65 or the Participant’s fifth anniversary of participation.

The Plan may periodically request that you confirm that you are not working in Disqualifying Employment. You may be required to submit evidence of your employment status or otherwise cooperate with the Plan in verifying your employment status. There may be temporary exceptions to the Plan’s suspension of benefits rules that may allow you to work in Disqualifying Employment and not trigger a suspension of your monthly benefit. Please see Appendix A at page 57 for more information on any applicable exceptions.

Disqualifying Employment Before Normal Retirement Age

“Disqualifying Employment” before Normal Retirement Age means the following employment in the states of Massachusetts, Maine, New Hampshire, Vermont, Rhode Island, Connecticut, and/or New York:

- employment with any contributing employer;
- employment with any employer in the same or related business as any contributing employer;
- self-employment in the same or related business as any contributing employer; or
- employment or self-employment in any business that is or may be under the jurisdiction of a participating local union or of the Laborers’ International Union of North America in the states listed above. Note that prior to 2024, such employment under the jurisdiction of a participating local union or of the Laborers’ International Union of North America in any state was considered Disqualifying Employment.

Your benefits will be suspended for the entire time you work in Disqualifying Employment, plus an additional 6 months after you leave Disqualifying Employment. The first time you return to work after retiring before Normal Retirement Age, this additional 6-month penalty will be waived, unless you fail to notify the Plan prior to your return to work or you knowingly misrepresent your disqualifying work status.

If you re-retire and return to work again, your monthly pension benefit will be suspended for six consecutive additional months after you stop working in Disqualifying Employment for each period of reemployment.

Totally Disqualifying Employment After Normal Retirement Age

If you have reached your Normal Retirement Age, your benefit will be suspended for any month in which you work 40 hours or more in “Totally Disqualifying Employment.”

“Totally Disqualifying Employment” means employment:

- in an industry covered by the Plan when your pension payments began;
- in the geographic area covered by the Plan when your pension payments began (the geographic area covered by the Plan includes the states of Connecticut, Maine, New Hampshire, Rhode Island, Vermont or Massachusetts); and
- in any occupation covered by the Plan at the time your pension payments began.

However, if you worked in Covered Employment only in a skilled trade or craft, that is, as a laborer, your employment or self-employment will be considered “Totally Disqualifying” only if it involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly.

Work for which contributions are required to be made to the Plan is considered totally disqualifying.



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At retirement, you will receive additional information on what is considered the “industry covered by the Plan” and the “geographic area covered by the Plan.” If you are unsure whether a particular type of job is Disqualifying Employment, you may contact the Fund Office in writing, and it will respond with the Plan’s determination.



MLBF now has mobile updates by TEXT! To opt in, text the word **BENEFIT** to 844-611-2435 with your **NAME** and **EMAIL**.

Benefits Following Your Suspension

When you retire again, your monthly benefit amount will be increased to reflect any additional Pension Credits earned. In addition, if you first retired *before* Normal Retirement Age and your pension was reduced for Early Retirement, your pension will be recalculated to reflect your age at your subsequent retirement.

Regardless of whether you retire before or after Normal Retirement Age, if you commence benefits and later return to Covered Employment and earn at least five additional Pension Credits (and meet any applicable work test) before retiring again, your entire pension amount will be recalculated, with all your Pension Credits subject to the most recent benefit rate in effect. If you do not earn at least five Pension Credits before retiring again, the value of your previous Pension Credits will be permanently frozen at the previous rate. The new rate will only apply to the Pension Credits you earned after you returned to work, provided you meet the work test and otherwise qualify.

If you returned to work before January 1, 2022, different rules may apply. Contact the Fund Office for more information.

If you received any monthly pension payments while working in Disqualifying Employment, when you retire again, your monthly payment may be reduced or withheld in order to repay the Plan. Payments before you reach Normal Retirement Age may be withheld in their entirety. For payments after you reach Normal Retirement Age, 100% of your first payment upon re-retirement may be withheld; thereafter, no more than 25% of each monthly payment will be offset.

If You Have Reached Age 70½

On April 1 of the year after you have reached age 70½, all restrictions on employment will end, and you may work wherever you like without affecting your pension. The Plan requires you to begin receiving your pension no later than April 1 of the year after you have reached age 70½, even if you continue working. If you earn additional Pension Credits after your benefits commence, your pension will be recalculated annually at the end of the Plan Year.

If You Become Disabled

If you become disabled, you may be eligible to receive a disability pension from this Plan provided you meet all eligibility requirements, including the Plan’s definition of total and permanent disability. See page 15 for more information.

If You Die

If you die and were Vested, the Plan provides “survivor benefits” for your Spouse or Beneficiary. The type of benefit depends on whether your death occurs before or after you retire. Refer to page 30 for details about death benefits for your survivor.

Applying for and Receiving Your Pension

If you are thinking about retiring, contact the Fund Office in advance to find out about your options and what you will need to complete the application process.

Fast Facts

- You will not start receiving your pension automatically just because you have met the eligibility requirements and retired. You must submit an application to the Plan for your pension.
- When you contact the Fund Office for an application, you will be sent information about types of pensions, payment options, and the documentation that you will need to complete the application process.
- If you apply for a pension benefit and your application (claim) is denied, you may appeal the decision. Refer to the next chapter for details.
- You should submit your application form at least 30 days, but not more than 180 days, before the first month you are eligible to receive your pension benefit.
- In no event will your pension payments begin fewer than 7 days after the Plan has notified you of your payment options.
- **If you call ahead, the Fund Office can schedule an in-person appointment to review the process with you.**

How to Apply for Your Pension

The first step in applying for your pension is to complete an application form. You can print out an application from the Documents and Forms section of our website at www.MLBF.org/pension or contact the Fund Office. The application form will come with instructions and information about the type of documentation you will need to receive your benefit. Contact the Fund Office for a detailed explanation of the various payment forms that are explained on pages 18-27 and the financial effect of electing one over another.

You should notify the Fund Office in writing within the first month after you stop working to inform it that you are entitled to pension payments.

Rejecting the Default Forms of Payment

You are not required to retire with the 60-Certain Payments pension if you are unmarried or the 100% Spousal Pension if you are married. With the proper documentation, you may elect another payment option and reject the default form of payment in writing on your benefit election form before your pension payments begin.

Approval of Your Application

Please note that your pension application must be reviewed and approved by the Fund before payments can start. You should plan to submit your application to the Fund Office well before your expected retirement date.

If You Are Applying for a Disability Pension

If you are applying for a disability pension, you should file for Social Security disability benefits as soon as possible, since a Social Security Administration disability benefits award will be required as proof of disability, or if you are rejected for a disability determination by the Social Security Administration, you will need the rejection notice and approval by the Fund Physician or Mental Health Vendor. For information on how to apply for a Social Security disability benefit, visit www.ssa.gov.

If you are applying for a disability pension, additional documentation and proof will be required. See page 15 for more information.

WHAT IS MY "PENSION STARTING DATE"?

Your pension will usually start on the first day of the calendar month after or coincident with the later of:

- 30 days after you have met the eligibility requirements for a pension and submitted a complete application for a pension benefit; or
- 30 days after the Plan has notified you of your payment options, unless you have consented to the waiver of this 30-day period. However, in no event will your pension payments begin fewer than 7 days after the Plan has notified you of your payment options.

Paying Taxes on Your Pension Benefit

Federal and applicable state income taxes will be automatically withheld from any benefits paid by the Plan that exceed the limits established by law, unless you elect not to have income taxes withheld. You will be given the opportunity to elect or reject withholding by completing IRS Form W-4P when you apply for benefits.

If your benefit has an actuarial present value of \$7,000 or less and it is being paid as a lump sum, 20% will automatically be withheld for Federal income taxes unless you request a direct rollover into an IRA or eligible retirement plan.

Before deciding to retire or electing a payment form, you may wish to consult a professional tax advisor. The Fund Office cannot provide tax advice or investment advice.

When You Are Required to Begin Benefits

Plan rules require you to begin benefits by April 1 of the year after you reach 70½, even if you continue working.

In addition, if you do not begin payments by your Required Beginning Date (RBD), as defined by the Internal Revenue Code, the IRS can impose an excise tax on pension benefits that you should have received but did not. Your RBD depends on when you were born. If you were born after December 31, 1950, and prior to 1959, your RBD is the April 1 of the calendar year after you reach age 73. If you were born in 1959 or later, your RBD will be later, as defined by law.

If Your Application (Claim) is Denied

You have the right to appeal if your application for a pension benefit (your "claim") is denied.

If Your Claim is Denied

Initial Denial of Claims (Other than Disability Benefit)

In the event that you, your Beneficiary or your authorized representative (the "claimant") claims to be entitled to a benefit under the Plan, and the Plan Administrator determines that such benefit claim should be denied in whole or in part, the Plan Administrator will, in writing, notify you within 90 days of receipt of such claim that the claim has been denied. An extension of time, not exceeding an additional 90 days, will be available if special circumstances require an extension of time for processing the claim. If so, notice of the extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be sent to you before the initial 90-day period expires.

Initial Denial of Disability Benefit

If you file a claim for a disability pension under the Plan and the Plan Administrator makes a determination that you are not disabled, the Plan Administrator will, in writing, notify you within 45 days of receipt of such claim that your claim has been denied.

An extension of time, not exceeding 30 days, is available if special circumstances require an extension of time for processing the claim. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be furnished to you before the initial 45-day period expires. The Plan may take a second 30-day extension period, should the Plan determine before the expiration of the first 30-day extension period that such an extension is necessary, because a decision cannot be rendered within the first extension period due to reasons beyond the Plan's control. If a second extension is necessary, the notice of the second extension will be sent to you before the first 30-day extension period expires.

For any extension where unresolved issues prevent a decision on the claim and additional information is needed to resolve the issue, you will be given 45 days from the receipt of the extension notice to provide the specified information.

Notice of Initial Denial

For All Claims

The notice of denial will describe the following: (i) the specific reason or reasons for the denial; (ii) specific reference to the pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; (iv) appropriate information as to the steps to be taken if you wish to submit your claim for review (appeal); and (v) a statement explaining the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination after the review (as discussed on page 48).



For Disability Claims Only

If the Plan relied on an internal rule, guideline, protocol, or similar criterion in making its decision to deny the claim, the notice will also include the specific internal rule, guideline, protocol, or similar criterion, or a statement of such, as well as a notice of your right to a free copy of the internal rule, guideline, protocol, or similar criterion upon request. The notice will also explain the basis for disagreeing with a disability determination made by the Social Security Administration or the views of health care professionals or vocational experts that worked with you or who were consulted by the Plan in connection with your claim, even if the Plan did not rely on their advice.

Right to Authorized Representative (All Claims)

You may appoint an authorized representative to act on your behalf for the purposes of filing a claim and seeking a review of a denied claim. You must notify the Plan in advance in writing of the name, address, and phone number of the authorized representative.

Right to Appeal (Other than Disability Claims)

Within 60 days after receipt of such notice of denial, you or your authorized representative may appeal the denial of your claim by mailing or delivering a written request to appeal to the Trustees. Your appeal must state in clear and concise terms the reason(s) for disputing the denial and be accompanied by any pertinent documentary material not

already furnished with your initial benefit application claim. The review of your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Right to Appeal for Disability Claims

Within 180 days after receipt of notice of denial of disability claims, you or your authorized representative may appeal the denial of your disability claim by mailing or delivering a written notice to the Trustees. Your appeal must state in clear and concise terms the reason(s) for disputing the denial and be accompanied by any pertinent documentary material not already furnished. The review of your appeal will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Plan will promptly share any new or additional rationale or evidence and you will have an opportunity to respond.

The review of your appeal for denial of your disability claim will be made by individuals who did not make the adverse benefit determination that is the subject of the appeal and are not a subordinate of the individuals who made the adverse benefit determination.

The review of your appeal will not afford deference to the initial adverse determination.

If the denial of your disability claim was based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Should it be necessary for the Trustees to consult with a health care professional, the health care professional will be an individual who was not consulted in connection with the adverse benefit determination that is the subject of the appeal nor a subordinate of such individual.

Review of Documents (All Claims)

Upon request and free of charge, you or your duly authorized representative will be permitted to review relevant documents and submit issues and comments in writing. A document, record, or other information is "relevant" if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required under federal law.

The Trustees will also provide the identification of medical or vocational experts whose advice was obtained on behalf of the Fund in connection with your disability claim denial, whether or not the advice was relied upon in making the adverse decision.

Presumption (All Claims)

If you fail to file an appeal within the 60-day period (or 180-day for disability claims), it will be conclusively determined for all purposes of this Plan that the denial of such claim by the Trustees is correct. If you appeal within such a 60-day period (180-day for disability claims), your appeal will be reviewed and a determination made as described in the paragraph below.

Review of Appeal and Notification of Decision on Appeal (All Claims)

A decision by the Trustees will be made at their next scheduled meeting, which is at least 30 days after the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such a case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the Trustees' receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator will notify you in writing of this decision, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator will notify you of the benefit determination as soon as possible, but no later than five days after the benefit determination is made.

Content of Notice of Decision on Appeal

All Claims

You will be advised of the Trustees' decision in writing. The notice of denial will describe the following:

- specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information "relevant" to your claims for benefits;
- description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary;
- a statement describing any voluntary appeal procedures and your right to obtain information about such procedures, if any; and
- a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review;

Disability Claims Only

- if any internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on a disability claim, the specific rule, guideline, protocol or other similar criterion, or a statement that such rule, guideline, protocol or other similar criterion will be provided free of charge upon request;
- if adverse benefit determination of a disability claim is based on a medical necessity, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge; and



Questions? Log in to your Member Dashboard to view your pension information anytime. If you need help, call the Fund Office at 781-272-1000 or 800-342-3792 (toll-free) for Membership Dashboard assistance.

- the basis, if any, for disagreeing with a disability determination made by the Social Security Administration or the views of health care professionals or vocational experts that worked with you or who were consulted by the Plan in connection with your claim, even if the Plan did not rely on their advice.

Determination and Arbitration (All Claims)

If the Trustees' determination is favorable to the claimant, it will be binding and conclusive. If such determination is adverse to you, you will be required to submit your appeal of such determination to arbitration before instituting any legal proceedings. The rules of the American Arbitration Association will apply for those seeking to arbitrate an appeal. The results of such arbitration will be binding and conclusive unless you notify the Trustees within 90 days after the mailing or delivery of the arbitrator's determination that you intend to institute legal proceedings challenging that determination and actually institute such legal proceedings within 180 days after such mailing or delivery.

Fully Binding (All Claims)

The denial of an application or claim as to which the right of review and/or hearing has been waived or the decision of the Trustees with respect to a petition for review and/or hearing will be final and binding upon all parties, including the applicant, claimant, or petitioner and any person claiming under the applicant, claimant, or petitioner, subject only to judicial review. You are required to exhaust this claims and appeals process before you sue the Plan. The Board of Trustees has broad discretion to determine eligibility for benefits and interpret plan language. The Board's decisions will receive judicial deference to the extent that they do not constitute an abuse of discretion.

Your ERISA Rights

As a Participant in the Massachusetts Laborers' Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Pension Plan Participants are entitled to the following rights:

Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan. These documents include insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual funding report. The Plan Administrator is required by law to furnish each Participant with a notice of the Plan's funded status every year (called an "annual funding notice").
- Obtain a statement telling you if you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you must work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.



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Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court once you have exhausted the appeals procedures described on pages 43-47. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory. Alternatively, you may obtain assistance by calling EBSA toll-free at 866-444-EBSA (866-444-3272) or writing to the following address:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

You may obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA brochure request line at 800-998-7542 or contacting the EBSA field office nearest you.

You may also find answers to your plan questions and a list of EBSA field offices at the website www.dol.gov/ebsa.



Plan Facts

Name of Plan	The Massachusetts Laborers' Pension Fund
Type of Plan	Pension plan (qualified defined benefit plan)
Employer Identification Number	04-6128298
Plan Number	001
Ending Date of Plan's Fiscal Year	December 31
Plan Administrator and Plan Sponsor	Board of Trustees 1400 District Ave Suite 200 P.O. Box 1501 Burlington, MA 01803 Telephone: 781-272-1000 Toll-Free Telephone: 800-342-3792 Fax: 781-272-2226
Agent for Service of Legal Process	Any Trustee on the Board of Trustees Legal Process may also be served on the Plan Administrator
Source of Contributions	All contributions to the Plan are made by employers in accordance with the collective bargaining agreements or other agreements. The Fund Office will provide any Participant or Beneficiary, upon written request, information as to whether a particular employer or labor organization is contributing to the Trust Fund and the address of any such employer or organization.

Top-Heavy Provisions

Federal law limits the percentage of plan benefits that can be earned by certain highly paid employees. A plan that exceeds this limit is considered "top heavy," and the administrator of the plan has to take actions to bring the plan into compliance (for example, set minimum benefit levels for some employees or shorten their vesting period). If the Plan becomes top-heavy, you will receive information on the actions being taken.

Assignment of Your Benefits or Your Interest in the Plan

Your benefits under this Plan may not be transferred or assigned to anyone else. Assignment of benefits is prohibited under the Plan except when required for payment of benefits in accordance with a Qualified Domestic Relations Order (QDRO) or in the case of an IRS tax levy.

PBGC Insurance

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension plan involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer plan program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is generally \$35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870, or \$1,072.50 per month.

The PBGC guarantee generally covers:

- normal and some early retirement benefits;
- disability benefits if you become disabled before
- the plan terminates; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law;
- benefit increases and new benefits based on plan provisions that have been in place for less than five years at the earlier of the date the plan terminates or the time the plan becomes insolvent;
- benefits that are not Vested because you have not worked long enough;
- benefits for which you have not met all of the requirements at the time the plan terminates; or
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the PBGC's Technical Assistance Division, P.O. Box 151750, Alexandria, VA 22315-1750.

You may also call the PBGC toll-free at 800-400-7242. TTY/ASCII (American Standard Code for Information Interchange) users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to the appropriate number. Additional information about the PBGC's pension insurance program is available at the website www.pbgc.gov.

Factors That Could Affect Payment of Your Benefit

Certain factors could interfere with payment of your benefit from the Plan. Examples include the following:

- **Breaks in service.** If you have successive years when you are not earning any Pension Credits or Vesting Service, you may fail to vest in your benefit (acquire ownership rights). Even if you later vest, you may lose any years of Vesting Service and any accrued benefit you earned before a Permanent Break in Service. See pages 35–36 for more information.

- **Separation from Covered Employment.** If you have one or more separations from Covered Employment, any benefits payable as a result of service predating a separation from Covered Employment will generally be determined according to the Plan provisions in effect when you separated.
- **Failure to apply for your benefit.** You cannot receive a pension without applying for it.
- **Making false statements in your claim for benefits.** If you make a false statement in your claim for benefits, the Board of Trustees will have the right to recover any benefit payments made to you on the basis of the false statement, plus interest and costs.
- **Failure to update your address.** If you move, it is your responsibility to keep the Fund Office informed about where it can reach you. Otherwise, you may not receive important Plan information (or your benefit checks or 1099-R Tax Forms after retirement).
- **Qualified Domestic Relations Orders (QDROs).** If you are divorced, the Plan may be required to pay all or part of your benefit to your Spouse, former Spouse, or dependents under a court order.
- **Returning to work in the industry after retiring.** Your pension benefits will be suspended if you engage in certain employment after your pension starts. See pages 38–40 for more information, including requirements for keeping the Fund Office informed of the start and finish of such employment.
- **Employment in the industry while you are receiving a disability pension.** You will not be eligible for disability pension benefits for any month you have employment in the industry. Any factors affecting your benefit will depend on your particular situation. If you have questions, contact the Fund Office at 781-272-1000 or 800-342-3792.



Plan Administration

The Plan is administered and maintained by a Board of Trustees. The Board of Trustees has the power and authority to interpret and administer Plan provisions and make all decisions on eligibility for benefits and benefit amounts.

Only the Board of Trustees may give binding answers, and then only if you have furnished full and accurate information concerning your situation. No employer or union or any representative of any employer or union is authorized to interpret the Plan on behalf of the Board of Trustees, nor can such a person act as an agent of the Board of Trustees.

The Board of Trustees consists of representatives of both the union and employers. Addresses for the Trustees appear on page 56 of this document. The Board of Trustees holds the assets of the Plan in trust for the benefit of Participants and beneficiaries.

Collective Bargaining Agreements

The Plan is maintained according to collective bargaining agreements. A copy of any collective bargaining agreement that provides for contributions to this Plan will also be available for inspection upon request.

Availability of Plan Documents

Copies of the following are available for inspection at the Fund Office during regular business hours:

- The text of the Plan and amendments, including any amendments adopted after this Summary Plan Description is printed;
- The Trust Agreement;
- The annual funding report;
- A full annual report (Form 5500); and
- Copies of the collective bargaining agreements.

Upon written request, copies will be furnished by mail. There may be a charge for copies of the full annual report or the collective bargaining agreements, so you should contact the Fund Office to find out what the charge would be before sending in your request.

Plan Amendment or Termination

All benefits are subject to amendment and/or termination as the Board of Trustees may determine pursuant to law.

No amendment may decrease your accrued benefit, except as necessary to establish or maintain the qualified status of the Plan or Fund under the Internal Revenue Code, for compliance with ERISA, or as allowed under the Internal Revenue Code and ERISA and approved or not disapproved by the Secretary of Labor.

If the Plan were to terminate, you would immediately be Vested in whatever benefit you had accrued up to that point. The assets then remaining in the Plan after providing for any administrative expenses would be allocated among pensioners, beneficiaries, and Participants in the manner required by ERISA.

Overpayments

If you or your Beneficiary are overpaid or otherwise paid in error, you must return the overpayment. The Board of Trustees will have the right to recover any benefit payments made that were based on false or fraudulent statements, information, or proof submitted, as well as any benefit payments made in error, as allowed by applicable law. Amounts recovered may include interest and costs. In the event you are overpaid, the Fund Office will request a refund. If the refund is not received, the amount of the overpayment will be deducted from future benefits, and/or a lawsuit may be initiated to recover the overpayment.



Questions? Log in to your Member Dashboard to view your pension information anytime. If you need help, call the Fund Office at 781-272-1000 or 800-342-3792 (toll-free) for Membership Dashboard assistance.

Glossary of Terms

The definitions in this glossary have been simplified and stripped of technical detail to serve as a convenient quick reference. For the official, detailed definitions of these terms and others, please see the Plan document.

Beneficiary: A person (other than a Pensioner) who is receiving benefits under this Plan because of their designation for such benefits by a Participant.

Break in Service or Temporary Break in Service: A Break in Service can occur if you are not Vested and you do not work at least 250 hours in Covered Employment in a calendar year. You will lose all of your Pension Credits and years of Vesting Service unless you repair this “temporary” Break in Service. For service after January 1, 1986, you can repair it by earning at least $\frac{1}{4}$ of a Pension Credit before the number of temporary breaks equals five or the number of years of Vesting Service you earned before your break, whichever is greater. If you do not repair your temporary Break in Service, it can become permanent. A Permanent Break in Service cannot be repaired. If you incur a Permanent Break in Service, prior to becoming vested, you will lose all of your accumulated years of Vesting Service and Pension Credits and you will no longer be a Participant in the Pension Plan.

Covered Employment: Employment for which your employer has agreed to make contributions to the Pension Fund under the terms of a collective bargaining agreement or other participation agreement.

Disqualifying Employment: Employment that may result in a suspension of your pension. See page 39 of this Summary Plan Description for the criteria associated with Disqualifying Employment Before Normal Retirement Age and Disqualifying Employment After Normal Retirement Age.

Employee: A person who works for an employer and who is covered by a Collective Bargaining Agreement or any written agreement requiring employer contributions on their behalf. If a Local Union is a contributing employer, the Employees with respect to whom such Employer participates in this Plan are to be deemed Employees.

120-Certain Payments Option: A lifetime income that covers the remaining life of one person only (the pensioner). If you die before you have received 120

payments, the remaining payments will be made to your surviving Spouse; if none or your Spouse has waived the right to a benefit, to your designated Beneficiary; or if none, to your estate.

Lump Sum Readjustment Allowance: Provides you with a one-time lump-sum payment resulting in a reduced monthly payment. The monthly payment reduction cannot be more than 10% and the maximum lump-sum payment is \$5,000.

Normal Retirement Age: Your Normal Retirement Age is:

- Age 65 (age 62 for Pension Credits earned before January 1, 2010); or
- If you first work in Covered Employment on or after January 1, 2020, the later of age 65 or your fifth anniversary of participation in the Pension Plan

Participant: A Pensioner or an Employee who meets the requirements for participation in the Plan, or a former Employee who has acquired a right to a pension under this Plan.

Pension Credits: Pension credits determine the amount of your pension. You earn Pension Credits for the hours of service that you work in Covered Employment.

Pension Starting Date: Your Pension Starting Date is the first day of the calendar month after or coinciding with the later of the following:

- 30 days after you have met the eligibility requirements for a pension and submitted a complete application for a pension benefit; or
- 30 days after the Plan has notified you of your payment options, unless you waive this 30-day period. However, in no event will your pension payments begin fewer than 7 days after the Plan has notified you of your payment options.

Permanent Break in Service

See the definition of “Break in Service.”

Plan Year: Beginning on January 1, 2013, "Plan Year" means each consecutive 12-month period from January 1 through December 31. Immediately before January 1, 2013, "Plan Year" means the consecutive 6-month period from July 1, 2012, through December 31, 2012. For periods prior to July 1, 2012, "Plan Year" means each consecutive 12-month period from July 1 through the next following June 30 (Short Plan Year). However, your service is credited based on the calendar year.

Qualified Domestic Relations Order (QDRO): A judgment, decree, or order (including approval of a property settlement) made pursuant to a state domestic relations law that relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent.

60-Certain Payments Option: A lifetime income that covers the remaining life of the Participant only. If you die before you've received 60 payments, the remaining payments will be made to your surviving Spouse; if none or your Spouse has waived the right to a benefit, to your designated Beneficiary; or if none, to your estate.

Retirement: To be considered retired, you must have initially stopped all work for a contributing employer. If you return to Covered Employment after retiring, you will continue to be considered retired provided you do not work in disqualifying or totally disqualifying work as applicable, as defined above. See page 38.

Spouse: A person to whom a Participant is considered legally married. And, if and to the extent provided in a Qualified Domestic Relations Order, a Participant's former Spouse.

Spousal Pension: A reduced pension that pays you a lifetime monthly benefit after you retire. (The reduction for the 50% Spousal Pension applies only to amounts accrued on or after January 1, 2010, for non-disability pensions.) If your Spouse outlives you, they will begin receiving a monthly lifetime benefit after your death. The amount your Spouse would receive is 50% of the reduced amount you were receiving. You may also elect a reduced 75% or 100% Spousal Pension when you retire, if you are married.

Union: The Union means the Laborers' International Union of North America and/or any of its affiliated Local Unions and affiliated District Councils in the states of Massachusetts, Maine, New Hampshire, and Vermont.

Vested: Having acquired ownership rights or entitlement to your accrued benefit from the Plan.

Vesting Service: Years of service used in determining if you are Vested in your benefit. You currently earn one year of Vesting Service for each calendar year you work at least 1,000 hours in Covered Employment. (Vesting Service can also be granted for certain special circumstances). You can also earn fractional years.



The Board of Trustees

The Board of Trustees consists of an equal number of Union and Employer representatives who serve without compensation. The names and addresses of the Pension Fund Trustees as of the date this Summary Plan Description was issued are as follows:

Union Trustees	Employer Trustees
<p>Joseph Bonfiglio, Chairperson</p> <p>Massachusetts and Northern New England Laborers' District Council c/o Massachusetts Laborers' Pension Plan 1400 District Avenue, Suite 200 P.O. Box 1501, Burlington, MA 01803 Tel: 781-272-1000 / 800-342-3792 (toll-free)</p>	<p>Rodney Frias, Secretary Treasurer</p> <p>S & F Concrete Contractors, Inc. 166 Central Street P. O. Box 427 Hudson, MA 01749 Tel: 978-562-3495</p>
<p>Allen F. Boyer</p> <p>Laborers' Local Union 151 c/o Massachusetts Laborers' Pension Plan 1400 District Avenue, Suite 200 P.O. Box 1501, Burlington, MA 01803 Tel: 781-272-1000 / 800-342-3792 (toll-free)</p>	<p>Matthew Brown</p> <p>TWC Phoenix 28 Howe Street Ashland, MA 01721 Tel: 617-541-0506</p>
<p>Mark R. Burns</p> <p>Laborers' Local Union 133 c/o Massachusetts Laborers' Pension Plan 1400 District Avenue, Suite 200 P.O. Box 1501, Burlington, MA 01803 Tel: 781-272-1000 / 800-342-3792 (toll-free)</p>	<p>James DiMarzio</p> <p>Commodore Builders 1220 Washington Street Newton, MA 02465 Tel: 617-593-6936</p>
<p>Daniel Ottaviano</p> <p>Laborers' Local Union 22 c/o Massachusetts Laborers' Pension Plan 1400 District Avenue, Suite 200 P.O. Box 1501, Burlington, MA 01803 Tel: 781-272-1000 / 800-342-3792 (toll-free)</p>	<p>Robert Naftoly</p> <p>SPS New England, Inc. 98 Elm Street Salisbury, MA 01952 Tel: 978-462-6543</p>

APPENDIX A

Temporary Exceptions to the Suspension Rules

De Minimis Exception

From January 1, 2018, through

December 31, 2027: Your pension benefit will not be suspended if you earn \$30,000 or less in a calendar year working for a non-signatory employer.

If you earn more than \$30,000 in a calendar year performing Disqualifying Employment for a non-signatory employer and you are under Normal Retirement Age, your benefit payments will be suspended for each month in that calendar year and for the six months subsequent to the end of the calendar year. However, if you submit proof that you did not engage in such work during a particular month, benefit payments will be suspended only for the months in which you engaged in such employment and for the six months immediately following the cessation of such work.

If you have reached your Normal Retirement Age and earn more than \$30,000 in a calendar year performing Totally Disqualifying Employment for a non-signatory employer, your benefit will be suspended for any months in the calendar year for which you do not submit proof that you worked fewer than 40 hours in such employment.

This temporary de minimis exception does not apply to Disqualifying Employment for a signatory employer, whose work remains subject to the general suspension rules of the Plan.

Temporary Pilot Program

From January 1, 2024, through

December 31, 2027: There is a temporary exception to the suspension rule for employment after age 62 (regardless of your Normal Retirement Age). Your benefit will not be suspended if you work for a contributing employer as an estimator, safety officer, project engineer, project manager, superintendent, operations manager, quality assurance/quality control supervisor, or any other position approved by the Board of Trustees, provided that:

- Your employer is not now making, and has not in the past made, contributions to the Fund for members in your position;
- You are not directly supervising laborers; and
- You are a member in good standing of a Local Union of the Massachusetts & Northern New England Laborers' District Council.

You may apply to the Board of Trustees for consideration of additional positions under this temporary program.

Your employer will not make contributions to the Plan for work under this temporary program and therefore you will not receive additional benefits. You and/or your employer are required to notify the Fund Office in accordance with its procedures **before** you may begin work under this temporary exception; otherwise, this exception will not apply to you and your benefits will be subject to suspension.

These are temporary exceptions to the suspension rules, which may only be extended at the discretion of the Board of Trustees.



MASSACHUSETTS
LABORERS' BENEFIT FUNDS