

EMPIRE STATE  
CARPENTERS ANNUITY  
FUND

SUMMARY PLAN DESCRIPTION

Revised  
October 1, 2006

**EMPIRE STATE CARPENTERS  
ANNUITY FUND**

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Dear Participant:

The Board of Trustees is pleased to present you with this booklet describing the Empire State Carpenters Annuity Fund. This booklet will explain who can participate in the Fund, what the benefits are, and when benefits are paid. Please read this booklet carefully and keep it for future reference.

If you have any questions, please contact one of the above Fund Offices for assistance.

Sincerely,

**BOARD OF TRUSTEES**

## IMPORTANT NOTICE

In the event there appears to be a conflict between the descriptions in this booklet and the provisions of the Fund's plan document, the provisions of the Fund's plan document will govern.

Nothing in this booklet is meant to interpret, extend, or change, in any way, the provisions in the Fund's plan document. The Trustees reserve the right to amend, modify or discontinue all or part of the Fund's plan document whenever in their judgment, conditions so warrant. However, no amendment may be made that would reduce vested benefits.

## INTERPRETATION AND DETERMINATIONS OF THE FUNDS

The Board of Trustees is responsible for interpreting the Fund's plan document and for making determinations with respect to the Fund. In order to carry out their responsibility, the Board of Trustees, or the Board's duly appointed designee, has exclusive authority and full discretion to determine whether an individual is eligible for any benefits under the Fund, determine the amount of such benefits, if any, and interpret all the provisions of the Fund's plan document including the terms used in the plan document. All such determinations and interpretations made in good faith will be final and binding upon any individual claiming benefits under the Fund, will be given deference in all courts of law to the greatest extent allowed by applicable law, and may not be overturned or set aside by any court of law unless found to be arbitrary and capricious or made in bad faith.

## CAUTION

This booklet and the personnel at the Fund Offices are authorized sources of Fund information for you. The Fund's Trustees have not empowered anyone else to provide advice about the Fund. No employer, union representative, supervisor or shop steward is authorized to discuss your rights under the Fund.

## COMMUNICATIONS

If you have a question about any aspect of your participation in the Fund, you should for your own permanent record, write to the Fund Director or the Trustees. You will then receive a written reply, which will provide you with a permanent reference.

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## **INTRODUCTION**

The Empire State Regional Council of Carpenters, and the employers and employer associations who participate in Collective Bargaining Agreements with the Council and its affiliated local unions, have established the Empire State Carpenters Annuity Fund to provide retirement income to participants who work within the Council's jurisdiction. The Council and the employer associations have appointed a Board of Trustees to oversee the Fund's administration. The Trustees have established individual accounts within the Fund for each participant. Contributions received by the Fund on your behalf, and the interest and earnings on your contributions, are credited to your account. Benefits paid to you or your beneficiaries, investment losses and the Fund's administrative expenses are charged against your account. The balance of your account can be used to pay benefits to you and your beneficiaries.

## **PARTICIPATION, CONTRIBUTIONS AND ACCOUNTS**

### **How Do You Become A Participant?**

You become a participant at the time your employer first makes a contribution to the Fund on your behalf. Employers are required to make contributions to the Fund in accordance with the Collective Bargaining Agreements that they have entered into with the Council and its local unions. In addition, the Council and its local unions, and their affiliated fringe benefit funds, may also make contributions on behalf of their employees.

### **When Are Contributions Credited?**

Employer contributions received by the Fund are credited to your account. You are always 100% vested in your account. That means that you are entitled to receive the full balance of your account, less adjustments for earnings losses, if any and administrative charges.

### **Are There Special Rules That Apply To Contributions?**

Yes. Only your employer may make contributions to your account. You cannot elect to defer any part of your compensation to the Fund. In addition, you cannot elect to have employer contributions paid directly to you instead of to the Fund. The Fund cannot accept contributions while you are self-employed or if you are an owner of a contributing employer. Your employer cannot make contributions unless your employer is required to make contributions under a Collective Bargaining Agreement or you are employed by the Council, one of the Council's local unions, or a fringe benefit fund affiliated with the Council or one of its local unions. Also, in accordance with reciprocity agreements that might exist between the Fund and other retirement plans, if you work in a jurisdiction covered by another retirement plan, contributions received by that plan on your behalf may be transferred to the Fund and credited to your account.

### **When Will Contributions Be Credited to My Account?**

Contributions will be credited to your account when paid by your employer and received by the Fund.

**May I Make Additional Voluntary Contributions To The Fund?**

No. The Fund does not permit voluntary contributions.

**Will Contributions Be Made To My Account While I Serve In The Military?**

Yes. To be eligible, you must be working for an employer that makes contributions to the Fund at the time you enter uniformed military service and you must notify your employer that you are entering uniformed military service. In addition, the length of your uniformed military service may not exceed 5 years and you must leave uniformed military service under honorable conditions. You must also report for work with an employer that makes contributions to the Fund within 1 day after leaving uniformed military service if your service was less than 31 days, within 14 days if your service was more than 30, but less than 181 days, or within 90 days if your service was more than 180 days. If you meet the eligibility requirements, your individual account will be credited with contributions for each day you perform uniformed military service.

Uniformed military service includes service with the Army, Navy, Air Force, Marines, Coast Guard, National Guard and Public Health Service. Uniformed military service may also include uniformed military service training, fitness examinations to perform uniformed military service and authorized training to provide emergency assistance following a terrorist attack.

The daily credit to your individual account for the time you perform uniformed military service will be your average daily contribution hours during the three-year period immediately preceding your uniformed military service, multiplied by the contribution rate that would have applied to your hours had you worked instead of performing uniformed military service. The credit to your account will be made within 30 days after your return to work with an employer that makes contributions to the Fund and will be made from the unallocated assets of the Fund.

**How Much Will Your Benefit Be?**

Your benefit is equal to the balance of your account. The balance of your account is determined one or more times a year and is equal to your previous account balance, plus employer contributions, investment earnings and interest, and minus benefit distributions, investment losses and administrative expenses, since the previous time your account balance was determined.

**Will I Receive A Statement Showing the Balance of My Account?**

At least once every year, you will receive a statement indicating contributions, investment earnings or losses, interest, benefit distributions and administrative expenses that have been allocated to your account. The annual statements are mailed after the end of the Fund's June 30 fiscal year. You will receive quarterly statements if you self-direct the investment of your account.

**What Should I Do If I Think My Account Statement is Incorrect?**

If you believe your statement is incorrect, you should contact the Fund Office as soon as possible, but no later than six years after the date of the statement. The Fund will not correct errors affecting your account balance that are more than six years old and that have not

previously been brought to the Fund's attention. Contact the Fund Office with information supporting why you believe your statement is incorrect. For example, if you believe that employer contributions have not been properly allocated to your account, provide copies of payroll stubs, time cards or other information showing the hours that you worked. The Fund will consider the information you provide and make corrections that the Fund believes are appropriate. You will be notified of any determination regarding the information you provide. If you are not satisfied with the Fund's determination, you may appeal the determination using the Fund's claims procedure that is described in this booklet.

### **What Administrative Expenses Are Charged To Your Account?**

The Fund will charge your account for a portion of the Fund's administrative expenses. Some expenses are paid equally by all participants through an annual fee charged each June. The annual fee covers the operating expenses of the Fund Offices, the Trustees' expenses and the fees charged by the Fund's accountant, attorney and investment advisor. Other expenses are charged directly to your account. For instance, your account may be charged fees for processing hardship distributions, loans, termination distributions and check distributions. Your account will also be charged a processing fee for each qualified domestic relations order (QDRO) that is submitted to the Fund with respect to your account. If you do not self-direct the investment of your account, your account will be charged a fee each year. If you self-direct the investment of your account, your account will be charged a fee each month by the self-directed investment record keeper. In addition, each self-directed investment option that you participate in charges administrative, brokerage, and other fees directly against your investment return. Please review the material describing each self-directed investment option for information about the fees charged by each investment option. Investment option prospectus information and more information about the investment options is available at [www.bpah.com](http://www.bpah.com) or can be requested by calling Smith Barney at **1-800-444-2757**. Please see the schedule at the end of this booklet for a listing of the fees charged by Fund. The Trustees have the authority to charge other fees and to change the fees listed on the schedule at anytime.

### **Will The Fund Accept Rollover Distributions From Other Retirement Plans?**

Yes. The Fund will accept most eligible rollover distributions from other retirement plans and from IRAs that previously received distributions from other retirement plans. However, this Fund cannot accept the portion of a rollover distribution that is not subject to tax because it is attributable to after-tax contributions. An eligible rollover distribution does not include a distribution that is one of a series of periodic payments made for your life or the joint lives of you and your beneficiary, or for a specified period of 10 years or more, any distribution to the extent such distribution is required because you have reached age 70½ or any amount that is distributed due to hardship. An eligible retirement fund is a qualified retirement fund maintained by another employer, an IRA that previously received distributions from other retirement plans, an annuity provided by an educational or non-profit organization, or an eligible fund maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

## **ASSETS HELD IN TRUST AND SELF-DIRECTED INVESTMENT**

### **How Are The Assets Of The Fund Held?**

Employer contributions made on your behalf are received and held in trust. This means that the Board of Trustees of the Fund must oversee the administration of your account. It also means that your account is not generally subject to the claims of your creditors. However, your account is still subject to certain child support obligations, federal tax liens and qualified domestic relations orders issued by a divorce court.

### **May I Direct The Investment Of My Account?**

You may self-direct the investment of your account only if you self-directed the investment of your account under the former Hudson Valley Carpenters Local 19 Annuity Fund, the former Rochester Carpenters Annuity Fund or the former South Central New York District Council of Carpenters Defined Contribution Retirement Fund at the time your account was merged into Fund or if you elected to self-direct the investment of your account at the time your account under the Carpenters Local #66 Of Olean & Vicinity Money Purchase Pension Fund was merged into the Fund. New participants who are members of the United Brotherhood of Carpenters and Joiners of America Local Numbers 85 or 281 will automatically self-direct the investment of their accounts.

### **Who Will Invest My Account If I Am Not Eligible For Self-Directed Investment?**

The Trustees will direct the investment of accounts that are not eligible to participate in self-directed investments. The Trustees rely on advice of consultants to determine the investment of the accounts of participants who do not participate in self-directed investments.

### **Who Is Responsible For The Investment Of My Self-Directed Account?**

If you self-direct the investment of your account, you are solely responsible for the investment of your account. Review carefully the material that is available to you describing each of the investment options. Investment option prospectus information and more information about the investment options is available at [www.bpah.com](http://www.bpah.com) or can be requested by calling Smith Barney at **1-800-444-2757**. Each of the investment options is subject to market risk that may result in investment losses. Because it is your responsibility to invest your account, the Fund is not responsible for any losses that result from your investment instructions. You may wish to consult with your own investment consultant before deciding how to invest your account. No Trustee, investment advisor, the Fund Director, an employer, nor any officer or other employee of an employer, is empowered to advise you on the investment of your account. The fact that a particular investment option is available to you for investment under the Fund should not be construed as a recommendation to invest in such investment option. The self-directed portion of the Fund operates in accordance with Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA).

### **How Do I Direct The Investment Of My Account?**

Initially, you must provide the Fund with a written election indicating how your account will be invested among the available investment options. You may change your investment election with respect to the investment of previously contributed or future contributions or may transfer previously contributed amounts among the investment options by logging onto [www.bpah.com](http://www.bpah.com) or calling **1-800-530-1272**. You will need to enter your Social Security

Number and PIN. You may elect to invest the entire amount of your account in a single investment option or you may elect to allocate your account among two or more investment options. If you do not make an investment election, your account will be invested in the Manning & Napier Pro-Mix Moderate Term investment option.

### **Who Chooses The Investment Options Offered By The Fund?**

The Trustees, with the recommendation of an investment advisor appointed by the Trustees, choose the investment options offered by the Fund. Please see the schedule at the end of this booklet for a listing of the investment options currently offered by the Fund. The investment options are periodically reviewed and may be changed from time to time to implement and carry out investment objectives and policies established by the Trustees.

### **Are There Restrictions On How I Invest My Account?**

Your allocation must be in amounts that are multiples of one percent of the value of your account. You may not transfer into any international or global investment option if you transferred into and out of the same option within the previous 30 days. Purchase transactions for global and international investment options must be submitted before 3:00 p.m. Eastern Standard Time to receive that day's price. You may receive a written warning notice from the Fund if you frequently transfer your account into and out of an investment option. You are permitted to transfer into and out of and then back into an investment option (a "round trip") once every two months. Similarly, you are permitted to transfer out of and into and then back out of an investment option (also a "round trip") once every two months. You may not make more than one "round trip" every two months in the same investment option. If you receive a frequent transfer written warning notice and you then make more than two round trips in the same investment option within a two-month period, you will be required to submit transaction requests by mail for a period of six-months. During this six-month period, you will not be able to submit transfer requests by telephone, internet or fax. These transfer restrictions do not apply to regular contributions, distributions and loans.

## **SELF DIRECTED RESERVEPLUS LOAN PROGRAM**

### **What Is The ReservePlus Loan Program?**

The ReservePlus Loan program will start January 1, 2007. The ReservePlus Loan program is a flexible way to borrow from your account by using a debit card provided by the Fund. Only participants who self-direct the investment of their accounts may participate. If you self-direct the investment of your account, you may apply for the ReservePlus Loan program on the internet website of the Fund's self-directed investment record keeper or you may contact the Fund Office for an application. Each time you use your ReservePlus Loan debit card, a loan is made from a portion of your account that you have set aside for the ReservePlus Loan program.

### **What Rules Apply To ReservePlus Loans?**

**You may participate in the ReservePlus Loan program *only* if you self-direct the investment of your account.**

- You may allocate up to \$5,000 or 50% of your account balance, whichever is less, to your ReservePlus Loan account. The 50% limit will be reduced by the highest balance, during the preceding 12 months, of any other Fund loan. The amount of your allocation must be evenly divisible by \$1,000 and, if the 50% account balance limit applies, will be rounded down to the next highest \$1,000.
- The amount you allocate to your ReservePlus Loan account will be taken from your other investment options in proportion to your investment in each. For instance, if you have a total of \$10,000 in your account and it is in two investment options, with \$8,000 in one investment option and \$2,000 in a second, and you elect to allocate \$5,000 to your ReservePlus Loan account, \$4,000 will be taken from the first investment option and \$1,000 will be taken from the second. This will leave a balance of \$4,000 in the first investment option, \$1,000 in the second and \$5,000 in your ReservePlus Loan account. If you are not satisfied with the allocation between the two investment options, you must change your allocation by logging onto [www.bpah.com](http://www.bpah.com) or calling **1-800-530-1272**. You will need your Social Security Number and PIN.
- Your spouse must consent in writing to your participation in the ReservePlus Loan program. Your spouse's consent must be witnessed by a notary public.
- The amount you allocate to the ReservePlus Loan program will be invested in the Reserve Primary Fund, Class R, mutual fund. You will receive a prospectus for the Reserve Primary Fund when you open the ReservePlus Loan account. After you begin using your ReservePlus Loan account to make purchases or to obtain cash advances, the unused portion of your ReservePlus Loan account balance will remain invested in the Reserve Primary Fund.
- You may access your ReservePlus Loan account by using your debit card to make purchases or obtain cash advances from merchants and banks accepting Visa cards. You may also request convenience checks to access your ReservePlus Loan account. You may continue to access your ReservePlus Loan account until your ReservePlus Loan allocation is fully borrowed.
- You will receive monthly statements showing your ReservePlus Loan transactions for the previous month. The statement will show the amount that is currently payable. Your ReservePlus Loan transactions for the previous month will be combined each month and amortized over a five-year period. Interest will be charged on the outstanding amount borrowed from your ReservePlus Loan account and will be charged from the date of each transaction. The interest rate will be the current prime-rate, plus 2.9%. The current prime-rate is the rate published in the Wall Street Journal on the last business day of the previous calendar month. A minimum monthly finance charge of \$.50 will be charged to your account if you have a small outstanding amount borrowed. Your statement will also show any other fees charged to your account.

- All regular monthly ReservePlus Loan payments must be made through automated deductions from your checking or savings account (ACH). You must provide ACH information at the time you open your ReservePlus Loan account. You must also keep your ACH information up-to-date if you change banks or bank account numbers.
- You may make additional payments on the principal portion of the amount you have borrowed. There is no prepayment penalty. These payments may be by check or money transfer.
- The principal portion of your payment will be returned to your ReservePlus Loan account so that you may borrow it again. The returned principal will be invested in the Reserve Primary Fund. The prime-rate interest portion of your payment will be returned to the self-directed investment options and allocated using the allocation percentages you have selected for new employer contributions.
- The 2.9% interest portion of your monthly payment is a fee paid to the ReservePlus Loan program. Initial setup, annual maintenance, debit card cash advance, late payment, over-limit, rejected ACH, returned payment and document research fees are also charged to your account and paid to the ReservePlus Loan program. Please see the schedule at the end of this booklet for a listing of the fees charged by the Fund.
- You may increase or decrease the amount that you have allocated to your ReservePlus Loan account, or terminate your ReservePlus Loan account, at anytime by accessing the internet website of the Fund's self-directed investment record keeper or by requesting another application from the Fund Office. Your new ReservePlus Loan account allocation must be evenly divisible by \$1,000, and may not exceed \$5,000 or, if less, the 50% account balance limit described above. You may not reduce the amount of your ReservePlus Loan allocation below the outstanding amount that you have borrowed. You may not terminate your ReservePlus Loan account if you have an outstanding amount borrowed. If you reduce or terminate your ReservePlus Loan account, the amount of the reduction, or the amount of your ReservePlus Loan allocation if you terminate your ReservePlus Loan account, will be returned to the self-directed investments that you have in your account and allocated using the allocation percentages you have selected for new employer contributions.
- After you have opened your ReservePlus Loan account, if distributions, investment performance or other loans cause your ReservePlus Loan account allocation to exceed the 50% account balance limit, your ReservePlus Loan allocation will be automatically reduced to the next highest \$1,000 meeting the 50% account balance limit, but not below the outstanding amount you have borrowed under the ReservePlus Loan program.

- If you do not have an amount in your checking or savings account necessary to satisfy the ACH payment, your loan will be deemed to be delinquent for that month. If you are delinquent, you will not be able to access your ReservePlus Loan account with your debit card or with convenience checks. A delinquent payment is subject to additional interest and late fees. The Trustees may take any action that they deem advisable to collect delinquent payments.
- If you are delinquent for two or more months in any calendar quarter or if you fail to fully pay any delinquent amounts within 10 days of such delinquency, you may be deemed to be in default.
- In the event of a default, unless otherwise required by statute or regulations, the default amount will be satisfied by reducing your account balance and such amount will be reported to the IRS as a distribution. Defaulted amounts are subject to income taxes and may be subject to penalties.
- If you default on the repayment of a loan under the ReservePlus Loan program, you will be prohibited from participating in the ReservePlus Loan program in the future and from taking future hardship loans from the Fund.
- The Trustees have the sole and absolute discretion to determine whether you are eligible to participate in the ReservePlus Loan program, if a loan is delinquent or in default and any other matter with respect to the ReservePlus Loan program. The Trustees have the authority at anytime to modify or end the ReservePlus Loan program, and to charge other fees and to change the ReservePlus Loan program fees listed on the attached schedule. The Trustees judgment in connection with the ReservePlus Loan program is final and binding on all parties.

## **HARDSHIP DISTRIBUTIONS AND HARDSHIP LOANS**

### **Can I Obtain A Hardship Distribution?**

If you have been a participant for one year or more, you may obtain a hardship distribution for:

- Medical expenses of \$1,000 or more for you, your spouse or dependent children that are not covered by insurance.
- Tuition and board for you or an eligible dependent at an educational institution beyond high school level, or at a school or institution for the physically or mentally handicapped or emotionally disturbed.
- The purchase of a home, cooperative or condominium as your primary residence.
- Amounts necessary to prevent foreclosure or eviction from your primary residence.

- Amounts necessary to prevent the repossession of an automobile owned by you if the automobile is essential to your ability to reach your place of employment.
- Payment of self-pay premiums and COBRA premiums under the Empire State Carpenters Welfare Fund or another Empire State Regional Council of Carpenters welfare benefit fund. Each request is limited to an amount equal to 12 months of premiums.
- Your hardship distribution will be increased to include federal income tax withholding in the amount of 20% of your hardship distribution. Hardship distributions are subject to federal and state income taxes as described in the tax rule summary provided with the hardship withdrawal application.

### **What Rules Apply To Hardship Distributions?**

- A hardship distribution will not be made if you have other resources available to meet your financial hardship.
- You may receive only one hardship withdrawal during any 12-month period.
- You may receive a hardship distribution application from any of the Fund Offices.
- Your spouse must consent in writing to a hardship distribution. Such consent must be witnessed by a notary public.
- Hardship distributions are not only subject to income tax, but may be subject to an additional 10% early distribution penalty.
- Hardship distributions may not be rolled over to an IRA or to another employer's retirement plan.
- Distributions will be by two-party checks payable to you and the party named in your hardship application. For instance, education hardship checks will be made payable to you and the school.
- If you were a participant in the former Rochester Carpenters Annuity Fund or the Carpenters Local #66 Of Olean & Vicinity Money Purchase Pension Fund, you may not receive a hardship distribution from the balance of your pre-merger account, including earnings, losses and interest subsequently allocated to such account (the amount designated as a "Restricted Account".) Only post-merger contributions, including earnings, losses and interest on such contributions, may be withdrawn as a hardship distribution.
- The Trustees have the sole and absolute discretion to determine whether you are eligible for a hardship distribution, the amount of any hardship distribution, whether the requirements for obtaining a hardship distribution

have been satisfied and any other matter with respect to hardship distributions. The Trustees judgment in connection with hardship distributions is final and binding on all parties.

### **Can I Obtain a Hardship Loan?**

If you were a participant of the former Rochester Carpenters Annuity Fund on April 1, 2005, the date it was merged into the Empire Fund, you may be eligible to obtain a hardship loan from the Empire Fund. In addition, participant loans that were outstanding at the time of the merger will continue to be administered by the Empire Fund under the terms of the former Rochester Carpenters Annuity Fund plan document.

### **What Rules Apply To Hardship Loans?**

- **You may receive a hardship loan *only* if you participated in the former Rochester Carpenters Annuity Fund.**
- Loans may be made only from the balance of your pre-merger account, including earnings, losses and interest subsequently allocated to such account (the amount designated as a "Restricted Account".)
- You may borrow up to a maximum of 50% of your Restricted Account or \$48,000, whichever is less. The limit will be further reduced by the amount you have allocated to the ReservePlus Loan program and the highest balance during the preceding 12 months of any other Fund loan that you have.
- Loans shall be limited to hardships due to:
  - Tuition and board for you or an eligible dependent at an educational institution beyond high school level, or at a school or institution for the physically or mentally handicapped or emotionally disturbed, or
  - Your purchase of a home, cooperative or condominium apartment (excluding mortgage payments) for your primary residence to pay down payment, contract and title insurance expenses.
- A hardship loan cannot be made if you have other resources available to meet the financial need (even if the need is deemed to be an immediate and heavy financial need). A distribution will be deemed necessary to satisfy your financial need if:
  - The distribution is not in excess of the amount of your immediate and heavy financial need; and
  - You have obtained all distributions other than hardship loans and hardship distributions from the Fund.
- Your spouse must consent in writing to the hardship loan. Such consent must be witnessed by a notary public.

- All hardship loans with respect to a primary residence may have a term of up to 10-years. All education hardship loans may have a term of up to 5-years.
- A fee will be charged to your account for processing a hardship loan.
- Hardship loans shall bear interest of prime-rate, plus 2%.
- All new hardship loan repayment must be made through automated deductions from your checking or savings account (ACH).
- If you do not have an amount in your checking or savings account necessary to satisfy the ACH payment, your loan will be deemed to be delinquent for that month. A delinquent payment is subject to additional interest. The Trustees may take any action that the Trustees deem advisable to collect delinquent payments, including reporting the delinquency to credit reporting agencies and legal action to reduce the delinquency to a judgment and to enforce such judgment through attachment or other legal means.
- If you are delinquent for two or more months in any calendar quarter or if you fail to fully pay any delinquent amounts within 10 days of such delinquency, you may be deemed to be in default.
- In the event of a default, unless otherwise required by statute or regulations, the default shall be satisfied by reducing your Restricted Account balance and such amount will be reported to the IRS as a distribution. Deemed distributions are subject to income taxes and may be subject to penalties.
- If you default on the repayment of a hardship loan, you will be prohibited from taking future hardship loans from the Fund and from obtaining amounts under the Fund's ReservePlus Loan program.
- The Trustees have the sole and absolute discretion to determine whether you are eligible for a hardship loan, the amount of any hardship loan, whether the requirements for obtaining a hardship loan have been satisfied, if a loan is in default and any other matter with respect to hardship loans. The Trustees judgment in connection with hardship loans is final and binding on all parties.

## **BENEFIT ELIGIBILITY AND FORMS OF PAYMENT**

### **When Will I Be Eligible For Benefits?**

You will be eligible to receive benefits when you terminate covered employment or retire.

### **When Will I Be Considered To Have Terminated Covered Employment?**

You will be considered to have terminated covered employment if you have not worked within the Council's jurisdiction, or had contributions paid to the Fund on your behalf, in excess of 106 hours during the last six months, or if you have attained age 50 and have not had

contributions paid to the Fund on your behalf for three or more consecutive months. A fee will be charged to your account for processing a termination distribution.

### **What Is Covered Employment?**

Covered employment means work covered by a collective bargaining agreement requiring contributions to the Fund.

### **When Will I Be Considered To Have Retired?**

You will be considered to have retired any time after your 50th birthday, when you stop working in covered employment and you retire under the provisions of your current carpenters pension fund.

### **Can I Delay Receiving Benefits After I Become Eligible?**

You may delay asking for your benefit after you terminate covered employment or retire, but you must begin receiving your benefit no later than April 1<sup>st</sup> immediately following the calendar year in which you reach age 70½.

### **How Will Your Benefit Be Paid?**

When you become eligible to receive benefits, you can choose to be paid:

- In a lump sum. If your account is \$1,000 or less, your benefit will be paid in a lump-sum. If your account is more than \$1,000, your spouse must consent to the payment of your account in a lump sum.
- Monthly installments in an amount that can be evenly divided by \$100. You will earn interest on the unpaid balance of your account and payments will continue until your account balance is zero. Once each plan year (between November 15<sup>th</sup> and December 15<sup>th</sup>) you may elect to either increase or decrease your monthly installment payments to an amount that can be evenly divided by \$100. At any time, you may discontinue installment payments and have the remaining balance of your account paid in a lump-sum.
- If you have been married for one year or more, you may elect to receive a monthly benefit for your lifetime and, if you die before your spouse, a monthly benefit for your spouse's lifetime that is 50% of the benefit you received. The amount of the monthly lifetime benefit will depend upon your and your spouse's ages and will have the same actuarial value as your account balance.
- If you have not been married for one year or more, you may receive a monthly benefit for your lifetime. The amount of the monthly lifetime benefit will depend upon your age and will have the same actuarial value as your account balance.

### **Can I Receive Benefit Payments While I'm Working?**

If you are age 59½ or older and have 20 or more years of covered employment, you may apply for an in-service distribution of all or any portion your account. You may not receive more than two in-service distributions during a plan year. You may not receive an in-service

distribution if you are receiving benefits in a form that is paid over your and your spouse's lives.

### **What Happens To My Account If I Die?**

If you die and you have not begun to receive your account in the form of a monthly lifetime benefit, your spouse or beneficiary, will receive your account balance.

### **How Do You Designate a Beneficiary?**

You must name a beneficiary to receive your account balance if you die. The Fund Offices can provide you with the required form. Your beneficiary will be your spouse if you have been married for at least one year. With your spouse's consent, you can designate someone else as your beneficiary. You may designate one or more beneficiaries. You may also designate alternate beneficiaries to receive your account in the event your spouse and all of your primary beneficiaries die before you. You may change or revoke your beneficiary designation at any time by completing and submitting a new beneficiary designation form. Your beneficiary designation, or any change to your beneficiary designation, will not be effective until it is accepted by the Main Fund Office. Beneficiary designations submitted after your death will not be accepted.

### **Who Will Receive My Benefits If I Do Not Have a Beneficiary?**

If you do not submit a beneficiary designation form, or if your designation is void or has been revoked, your death benefit will be paid:

To your spouse, if you have been married for one year or more at the time of your death,

Divided equally among your living children, if you do not have a living spouse that you have been married to for one year or more at the time of your death,

Divided equally among your living parents, if you do not have any living children or a living spouse that you have been married to for one year or more at the time of your death,

Divided equally among your living brothers and sisters, if you do not have any living parents or children or a living spouse that you have been married to for one year or more at the time of your death, or

To your estate, if you do not have any living brothers, sisters, parents or children or a living spouse that you have been married to for one year or more at the time of your death. Benefits paid to your estate may be subject to the claims of your creditors.

### **What Will Your Beneficiary Receive?**

If you die and you have not begun to receive your account in the form of a monthly lifetime benefit, your beneficiary may choose to be paid:

- In a lump sum.

- If you have been married for one year or more, your spouse may receive a monthly benefit for your spouse's lifetime. The amount of the monthly benefit will depend upon your spouse's age and will have the same actuarial value as your account balance.

If you die after beginning to receive your account in the form of a monthly lifetime benefit, no death benefit will be paid unless your spouse is still alive at the time of your death and you selected the 50% lifetime benefit for your spouse. If your spouse is still alive at the time of your death and you select the 50% lifetime benefit for your spouse, your spouse will receive a benefit for your spouse's lifetime that is 50% of the benefit you received prior to your death.

### **Who Will Receive My Account If My Beneficiary Is A Minor?**

If a distribution is to be made to a minor or someone who is incapacitated, the Trustees may, in their sole discretion, direct that the distribution be paid to the minor or the incapacitated person's legal guardian, or if none, to a parent of such person or to the custodian for such person under the Uniform Gift to Minors Act if permitted by the laws of the state in which the minor or incapacitated person lives.

### **What Happens If I Return To Work After Beginning Monthly Benefits?**

Your monthly benefit will be suspended if you work in the construction trade that you worked in at the time contributions were being paid to your account. Work in your construction trade includes supervising others who work in your construction trade. Your benefit will not be suspended if you are age 62 or more and you either work less than 40 hours per month or you work outside New York State. You must notify the Fund Office within five days of all work you perform in your construction trade. You must respond to requests from the Fund to certify whether you are working in your construction trade. Your monthly benefit will be suspended if you do not respond to requests from the Fund. You will be notified if your monthly benefit is suspended. Before your monthly benefits can start again, you must provide a written statement that you are no longer working in your construction trade.

### **What Happens To Individual Accounts With Small Balances?**

If you no longer work in covered employment and your individual account is \$1,000 or less, the balance of your account will be automatically distributed to you without notice in a lump sum. Rollover contributions to the Fund, and the earnings on rollover contributions, are not included in determining whether your account is \$1,000 or less. If you are receiving monthly installments or monthly lifetime benefits, your account will not be automatically distributed in a lump sum, even if the balance is \$1,000 or less.

### **Can I Postpone Income Taxes by Rolling Over To Another Retirement Plan?**

You may postpone income taxes on lump sum by depositing your distribution into another employer's retirement plan or into an IRA. You may have your lump sum distribution deposited directly into another employer's retirement plan or into an IRA or you may have your distribution paid to you and then deposit the distribution yourself within 60 days into another employer's retirement plan or into an IRA. If your distribution is not paid directly to another employer's retirement plan or into an IRA, 20% of your distribution will be withheld for income taxes. Distributions that are not eligible to be rolled into another retirement plan

or IRA include installment distributions, hardship withdrawals and certain distributions that must be paid after you reach age 70½.

### **Can You Assign Your Benefits?**

No, you cannot assign any benefits due to you from the Fund. The Fund expects to pay benefits solely to you or your beneficiaries and does not allow benefits to be assigned or pledged as collateral. Benefits are not subject to claims based on your debts, court judgments or contract obligations. This does not apply to QDROs, certain child support obligations and federal tax liens.

### **What Is A QDRO?**

A qualified domestic relations order or QDRO is a domestic relations order issued by a court or state child welfare agency, typically as part of a divorce settlement. A QDRO states that another person, known as an alternate payee, is entitled to all or a portion of your account. A QDRO may provide that your alternate payee is entitled to a lump-sum to be paid after the Fund approves the QDRO. Your QDRO must meet certain requirements before the Fund can pay benefits to an alternate payee. The Fund will notify you if the Fund receives a QDRO with respect to your account and will also advise you if the QDRO is approved. You or your spouse may contact one of the Fund Offices to obtain, without charge, the Fund's QDRO review procedure. A fee will be charged to your account to process your QDRO.

### **What Happens If The Fund Cannot Find A Participant?**

The Fund will attempt to find lost participants by using agencies that search for lost retirement plan participants. A fee will be charged to a participant's account each time the participant is referred to a search agency. A lost participant is a participant whose mail, statements or benefit payments are returned to the Fund Office without a forwarding address. It is your responsibility to advise the Fund Office when your address changes.

## **BENEFIT CLAIMS AND APPEALS**

### **How Do You Apply For Benefits?**

You must file a written application with the Trustees to receive benefits. If your annuity benefit exceeds \$1,000, this application must be filed at least 30 days prior to the date you wish your annuity benefit to commence. Every application for benefits must be made in writing on forms prescribed by the Trustees. Application forms may be obtained from the Fund Office or the self-directed investment record keeper if you self-direct your investments. You must submit completed forms to the Fund Offices for processing in accordance with procedures established by the Trustees.

### **What Is The Claims Appeal Procedure?**

You will be notified within 60 days if your claim is denied, and this notification will include specific references in the Fund's plan document upon which the denial is made, and an explanation of the appeal procedure. Within 60 days after you receive the denial notice, you can submit an appeal in writing requesting that the denial be reviewed. You may submit written comments, documents, records, and other information relating to your claim for benefits. You will be provided, upon request and free of charge, reasonable access to, and

copies of, all documents, records, and other information relevant to your claim for benefits. Your appeal will receive a full and fair review. This review will take into account all comments, documents, records, and other information you submit, without regard to whether such information was submitted or considered in the initial benefit determination. The Trustees will respond within 60 days after receipt of your request, unless the Fund Director determines that special circumstances require an extension of time. Written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. The Trustees will send their decision to you including specific reasons for their decision. In the case of an adverse determination, the notification will describe the specific reasons for the determination, refer to the specific plan document provisions relied on to make the determination, and state that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. If you have a claim for benefits which is denied upon review, in whole or in part, you may file suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

## **CONSTRUCTION, INTERPRETATION, AMENDMENT AND TERMINATION**

### **Who Is Responsible For The Construction And Interpretation Of The Fund?**

The Board of Trustees is responsible for interpreting the Fund's plan document and for making determinations under the Fund. In order to carry out their responsibility, the Board of Trustees, or their designee, shall have exclusive authority and full discretion to determine whether an individual is eligible for any benefits under the Fund; determine the amount of benefits, if any, an individual is entitled to from the Fund; interpret all of the provisions of the Fund's plan document; and interpret all of the terms used in the Fund's plan document. All such determinations and interpretations made by the Trustees, or their designee, in good faith shall be final and binding upon any individual claiming benefits under the Fund; be given deference in all courts of law, to the greatest extent allowed by applicable law; and not be overturned or set aside by any court of law unless found to be arbitrary and capricious, or made in bad faith.

### **Who May Amend, Terminate Or Merge The Fund?**

The Board of Trustees retain the right at any time to amend the Fund and the Fund's plan document; however, no part of your Account may be diverted for any purpose other than the exclusive benefit of you or your beneficiaries, and no amendment may reduce your accrued benefit under the Fund, except as allowed by applicable law. The Trustees may decide to terminate or merge the Fund, and in the event of such termination or merger, the applicable law will be followed.

## **IMPORTANT INFORMATION ABOUT THE FUND**

This Summary Plan Description has been sent to you to comply with the Reporting and Disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments. It is a brief description of the Fund, and it is not meant to interpret, extend or change the Fund's plan document in any way.

### **1. Fund Offices:**

The offices of the Fund are located at:

#### **Albany Office**

27 Warehouse Road, Albany, NY 12205  
Tel.: (518) 438-7641 • Fax: (518) 438-0614

#### **Buffalo Office**

1159 Maryvale Drive, Cheektowaga, NY 14225  
Tel.: (716) 839-7132 • Fax: (716) 839-7136

#### **Long Island Office**

270 Motor Parkway, Hauppauge, NY 11788-5150  
Tel.: (631) 952-9700 • Fax: (631) 952-9813

#### **South Central Office**

181 Industrial Park Road, Horseheads, NY 14845  
Tel.: (607) 739-1326 • Fax: (607) 739-1415

#### **Upstate Office**

3195 Vickery Road, North Syracuse, NY 13212  
Tel.: (315) 455-7411 • Fax: (315) 455-7024

#### **Westchester Office**

14 Saw Mill River Road, Ste. 1, Hawthorne, NY 10532-1590  
Tel.: (914) 592-8670 • Fax: (914) 592-6742

### **2. Establishment of Plan:**

The Fund was established pursuant to an Agreement and Declaration of Trust by and between the Empire State Regional Council of Carpenters and the employer associations who represent employers who contribute to the Fund. The Fund has been submitted to and approved by the Internal Revenue Service as a qualified profit-sharing retirement plan.

**3. Fund Administration:**

The Board of Trustees of the Fund, composed of persons appointed by the Council and those appointed by the employers (who contribute to the Fund) in equal numbers, are responsible for the operation of the Fund.

The following individuals are the Trustees who make up the Board:

**UNION TRUSTEES**

William Banfield  
Empire State Regional Council of Carpenters  
14 Saw Mill River Road  
Hawthorne, NY 10532

William C. Macchione  
Empire State Regional Council of Carpenters  
270 Motor Parkway  
Hauppauge, NY 11788

Tom Burke  
Empire State Regional Council of Carpenters  
1159 Maryvale Drive  
Cheektowaga, NY 14225

Patrick B. Morin, Secretary/Treasurer  
Empire State Regional Council of Carpenters  
14 Saw Mill River Road  
Hawthorne, NY 10532

Michael Conroy  
Empire State Regional Council of Carpenters  
270 Motor Parkway  
Hauppauge, NY 11788

John J. Simmons  
Empire State Regional Council of Carpenters  
P.O. Box 153  
Oswego, NY 13126

Alan Ehl  
Empire State Regional Council of Carpenters  
270 Motor Parkway  
Hauppauge, NY 11788

Kevin Smith  
Empire State Regional Council of Carpenters  
52 Stone Castle Road, Suite 3  
Rock Tavern, NY 12575

David F. Haines  
Empire State Regional Council of Carpenters  
181 Industrial Park Road  
Horseheads, NY 14845

Frank Wirt  
Empire State Regional Council of Carpenters  
244 Paul Road  
Rochester, NY 14624

Kevin Hicks  
Empire State Regional Council of  
Carpenters  
27 Warehouse Row, Suite I  
Albany, NY 12205

To Be Determined (Region #2)

To Be Determined (Region #3)

## MANAGEMENT TRUSTEES

Robert F. Carlino  
Long Island Contractors Association  
2805 Veterans Memorial Highway, Ste. 2  
Ronkonkoma, NY 11779

Anthony C. Caropreso  
Eastern Contractors Association, Inc.  
6 Airline Drive  
Albany, NY 12205

Todd G. Helfrich  
Eastern Contractors Association, Inc.  
6 Airline Drive  
Albany, NY 12205

Aaron Hilger  
Construction Industry Association of  
Rochester  
180 Linden Oaks, Suite 100  
Rochester, NY 14625-2837

Frank E. Jones  
FE Jones Construction, Inc.  
73 Griswold Street  
Binghamton, NY 13904

James C. Logan  
Construction Industry Employers  
Association, Inc.  
625 Ensminger Road  
Tonawanda, NY 14150

Lloyd Martin  
Construction Employers Assoc.  
Henderson-Johnson, Inc.  
918 Canal Street  
Syracuse, NY 13210

Richard O'Beirne  
Construction Contractors Association of the  
Hudson Valley  
330 Meadow Avenue  
Newburgh, NY 12550

John O'Hare  
Building Contractors Association  
451 Park Avenue South, 4<sup>th</sup> Floor  
New York, NY 10016

Joseph Olivieri, Chairman  
Association of Wall, Ceiling & Carpentry  
125 Jericho Turnpike  
Jericho, NY 11753

Ross J. Pepe  
Construction Industry Council of Westchester  
& Hudson Valley, Inc.  
629 Old White Plains Road  
Tarrytown, NY 10591

Dale B. Stuhlmiller, Vice Chairman  
Construction Contractors Association  
Hudson Valley Acoustics  
501 Salt Point Tpke.  
Poughkeepsie, NY 12603-1031

Michael R. Webber  
Association of Wall, Ceiling & Carpentry  
Island Acoustics of New York  
300 North Connecting Road  
Hauppauge, NY 11788

The Trustees whose names appear above are responsible for the investment and maintenance of the Fund's assets. The Trustees have the right to establish the rules of eligibility and other regulations for the administration and operation of the Fund, and to determine all questions relating to the eligibility of Participants in the Fund. All

correspondence to the Trustees can be directed to Empire State Carpenters Annuity Fund at 270 Motor Parkway, Hauppauge, NY 11788-5150.

The Board is allowed, under law, to hire professional investment managers to provide the expert assistance in this very complex field of managing Fund assets. The Board of Trustees has retained the investment management services of such a counselor; the investment experts at this company are charged with the responsibility of investing a substantial portion of the Fund money.

#### **4. Fund Documents and Information:**

As a Participant in the Fund:

- (a) You will automatically receive a Summary Plan Description (this booklet).
- (b) If any substantial changes are made in the Fund, you will be notified within the time limits required by ERISA.
- (c) Each year you will be provided a summary of the Fund's latest annual financial report.
- (d) You may examine, without charge, all documents relating to this Fund. These documents include:

The Trust Agreement, the Fund's plan document, Collective Bargaining Agreements and copies of all documents filed by the Fund with the Department of Labor or the Internal Revenue Service, such as annual reports.

Such documents may be examined at the Fund Office during normal business hours.

In order to assure that your request to the Fund for documents is handled promptly and that you are given the information you want, the Trustees have adopted certain steps which you should follow:

- (i) Your request should be in writing.
  - (ii) It should specify what materials you wish to review.
  - (iii) It should be received by the Fund Office at least 7 days before you want to review the materials at the Fund Office.
- (e) You may obtain copies of certain Fund documents with a written request to the Trustees. ERISA provides that the Trustees may make a reasonable charge for the actual cost of reproducing any document you request. However, you are entitled to know what the charge will be in advance.
  - (f) A complete list of the employers sponsoring this Fund may be obtained with a written request to the Fund Director, and is available for examination by Participants.

- (g) Upon written request to the Fund Director, you will be provided with information about whether a particular employer is a contributor to the Fund and the address of the contributing employer.

**5. Taxpayer Information:**

Internal Revenue Service Employer and Fund Identification Numbers:

Taxpayer ID Number: 11-2824705  
Fund Number: 001

**6. Fund Administrator:**

The Board of Trustees of the Empire State Carpenters Annuity Fund

**7. Legal Service:**

The agent for service of legal process is:

John J. Simmons, Fund Director  
Empire State Carpenters Annuity Fund  
270 Motor Parkway  
Hauppauge, NY 11788-5150  
Tel.: (631) 952-9700 • Fax: (631) 952-4813

In addition to the person designated as agent of service of legal process, service of legal process may also be made upon any Fund Trustee.

**8. Fiscal Year of the Fund:**

The Fund's fiscal year begins July 1st and ends June 30th. Fund records are maintained on this basis.

**9. Request for Qualification:**

A Determination Letter has been received from the Internal Revenue Service which has ruled favorably with respect to the Fund's qualification.

## **YOUR RIGHTS UNDER ERISA:**

This Fund was established by the Board of Trustees and its purpose is to improve the security and well-being of the Participants and their beneficiaries. The Trustees, the employers, and the Union want you, as a Participant in the Fund, to enjoy its benefits. This booklet describes the Fund and tells you and your beneficiary how to get more information. The description of the claims and appeals procedures tells you how to apply for benefits and how to follow up, if necessary.

However, in addition to what the Trustees, the employers and the Union have done to see that the Fund's benefits are fulfilled, federal regulations require the following summary of rights and protections to which every Participant in the Fund is entitled under ERISA.

ERISA provides that you, as a Fund Participant, shall be entitled to:

- Examine, without charge, at a Fund Office, all Fund documents, Collective Bargaining Agreements and copies of all documents filed by the Fund with the U.S. Department of Labor, such as detailed annual reports and Fund Descriptions.
- Obtain copies of all Fund documents and other Fund information upon written request to the Fund Administrator; the Fund Administrator may make a reasonable charge for copies.
- Receive a summary of the Fund's annual financial report. The Fund Administrator is required by law to furnish each Participant with a copy of this summary annual report.

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

If your claim for an annuity benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Fund review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Fund 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 Fund Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent due to reasons beyond the control of the Fund Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Fund fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the United States Department of Labor, or you may file suit in a federal court. The court will

decide who should pay costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If it finds that your claim is frivolous, you may be liable to pay costs and legal fees.

If you believe you are entitled to benefits or that you have a cause of action against the Fund, you must act promptly to protect your benefits or rights. If you wait too long, time limitations contained in the Fund's plan document, contained in this booklet or provided under federal or state law, may prevent you obtaining benefits or enforcing your rights. For instance, if you believe your account statement is incorrect, you must contact the Fund Office within six years after the statement date. The Fund will not correct errors affecting your account balance that are more than six years old.

If you have any questions about the Fund, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20213. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## LIST OF ADMINISTRATIVE FEES

- Trustee-directed accounts. Trustee-directed accounts will be charged an amount each year to pay Fund expenses.

Amount: \$25.00 per year

- Trustee-directed account lump-sum termination distributions. A fee will be charged for lump-sum termination distributions from trustee directed accounts, including preparation of required notices and elections, distribution check or transfer of funds by direct rollover, as appropriate, and tax reporting forms.

Amount: \$25.00

- Self-directed accounts. Self-directed accounts will be charged an amount each month to pay Fund expenses.

Amount: \$6.20 per month

- Self-directed lump-sum, in-service, hardship and initial monthly installment distributions. A fee will be charged for distributions from self-directed accounts, including preparation of required notices and elections, distribution check or transfer of funds by direct rollover, as appropriate, and tax reporting forms.

Amount: \$50.00

- Self-directed monthly installment distributions. Distribution of a participant's account in installments, including preparation of periodic required notices and elections, distribution checks and tax reporting forms.

Amount: \$4.00 per month

- ReservePlus Loan Program. The following fees apply to the ReservePlus Loan Program:

Monthly Margin Rate:	2.9% of the outstanding amount borrowed
Minimum monthly finance charge:	\$.50
Setup:	\$50 (plus, first year annual maintenance fee)
Annual maintenance:	\$25
Debit card cash advance:	\$ 5
Late payment:	\$10
Overlimit:	\$10
Rejected ACH:	\$10
Returned payment:	\$10
Document research:	\$ 3 per document

- QDRO. Upon divorce, qualified domestic relations order (QDRO) review and processing, including legal fees, notices to parties and preparation of QDRO distribution check.

Amount: \$350.00

- Self-directed hardship loans. Hardship loans, including application processing and preparation of required notices, loan administration and loan check.

Amount: \$50.00 upon origination and \$25 annual maintenance.

- Lost participant search. Attempt to locate addresses for participants whose benefit statements or payment checks have been returned, including cost of identifying lost participants and investigator fees.

Amount: \$250.00 per year.

## LIST OF SELF-DIRECTED INVESTMENT OPTIONS

**Stable Value.** Seeks stability of principal and high current income. The Stable Value investment option invests in a portfolio consisting of a Group Annuity Contract issued by Massachusetts Mutual Life Insurance Company and an investment in the Federated Capital Preservation Fund. Returns for the Stable Value investment option are a blend of the returns on these two investments. The Stable Value investment option may be appropriate for conservative investors and investors who are nearing retirement.

**PIMCO Total Return (A).** Seeks maximum total return, consistent with preservation of capital and prudent investment management. Under normal circumstances, invests primarily in a diversified portfolio of fixed income instruments of varying maturities. May be appropriate for investors whose goals include greater stability of principal or higher current income than can be expected from investing in common stocks.

**Calvert Income (A).** Seeks to maximize long-term income, to the extent consistent with prudent investment management and preservation of capital, through investment in bonds and other income producing securities. Is non-diversified, typically investing primarily in investment-grade, debt securities. May be appropriate for investors whose goals include greater stability of principal or higher current income than can be expected from investing in common stocks.

**American High Income (A).** Seeks a high level of current income and, secondarily, capital appreciation by investing primarily in a broad range of lower quality, higher yielding debt securities. May also invest in equity securities that provide an opportunity for capital appreciation. May be appropriate for investors who seek the highest return from a fixed income investment and who are willing to accept the possibility of significant fluctuations in principal values from investments which are rated less than investment grade (junk bonds).

**American Balanced (A).** Seeks conservation of capital, current income, and long term growth of capital and income. Invests in a broad range of securities, including stocks and bonds. May be appropriate for investors whose goals include both capital growth and income.

**Van Kampen Equity and Income (A).** Seeks the highest possible income consistent with safety of principal. Primarily invests in income-producing equity investments and investment grade quality debt securities. May be appropriate for investors whose goals include both capital growth and income.

**Manning & Napier Pro-Mix Moderate Term.** Investment in a moderately conservative mix of stocks, bonds, and cash that seeks to balance conflicting goals of growth and preservation of capital in order to generate a more stable rate of growth relative to the stock market. A mix of stocks, bonds and cash. If the stock market is especially attractive, the fund's stock market participation may exceed its participation in fixed income securities; but under most circumstances, stocks will be a minority in the fund.

**Manning & Napier Pro-Mix Extended Term.** Investment in a growth-oriented mix of stocks, bonds and cash whose primary goal is to seek long-term growth of capital with an

important secondary goal of dampening market volatility. A mix of stocks, bonds, and cash with stocks being the predominant asset class held in the fund as long as stock market valuations are favorable versus long-term bond yields.

**Manning & Napier Pro-Mix Maximum Term.** Investment in an aggressive mix of growth-oriented mix of stocks, bonds and cash that seeks to achieve the high level of long-term capital growth typically associated with the stock market. A mix of stocks, bonds and cash with investment primarily in common stocks, but may invest to a limited extent in fixed income securities.

**Dreyfus S&P 500 Index.** Seeks to match the performance of the S&P 500 Index. To pursue this goal, generally is fully invested in stocks included in the Index, and in futures whose performance is tied to the Index. May be appropriate for investors with a long-term investment horizon. Stocks require a long investment period because their higher historical returns relative to other types of investments have been accompanied by greater price fluctuations.

**Davis New York Venture (A).** Seeks long-term growth of capital. Invests primarily in equity securities of large-cap U.S. believed to be undervalued. May be appropriate for investors with a long-term investment horizon. Stocks require a long investment period because their higher historical returns relative to other types of investments have been accompanied by greater price fluctuations.

**Investment Company of America (A).** Seeks long-term growth of capital and income. In the selection of securities for investment, potential for capital appreciation and future dividends are given more weight than current yield. Primarily invests in common stocks. May be appropriate for investors with a long-term investment horizon. Stocks require a long investment period because their higher historical returns relative to other types of investments have been accompanied by greater price fluctuations.

**Growth Fund of America (A).** Seeks to provide growth of capital by investing primarily in common stocks. May also hold cash or money market instruments. May be appropriate for investors with a long-term investment horizon. Stocks require a long investment period because their higher historical returns relative to other types of investments have been accompanied by greater price fluctuations.

**Columbia Mid Cap Value (A).** Seeks long-term growth of capital with income as a secondary consideration. May be appropriate for investors with a long-term investment horizon. Stocks require a long investment period because their higher historical returns relative to other types of investments have been accompanied by greater price fluctuations.

**Calamos Growth (A).** Seeks long-term capital growth. Invests in the securities of well-established companies with large market capitalizations as well as small, unseasoned companies. Seeks out securities that are undervalued and offer above-average potential for earnings growth. May be appropriate for investors with a long-term investment horizon. Stocks require a long investment period because their higher historical returns relative to other types of investments have been accompanied by greater price fluctuations.

**Lord Abbett Small Cap Value (A).** Seeks long-term capital appreciation by investing primarily in smaller, less well-known companies selling at reasonable prices in relation to an assessment of their potential value. May be appropriate for investors with a long-term investment horizon who are willing to accept the risks of investing in stocks and the additional risks associated with investing in small companies.

**Columbia Acorn (A).** Seeks long-term growth of capital by investing primarily in the stocks of small- and medium-sized companies with market capitalizations less than \$5 billion at the time of purchase. May be appropriate for investors with a long-term investment horizon who are willing to accept the risks of investing in stocks and the additional risks associated with investing in small companies.

**American New Perspective (A).** Seeks long-term growth of capital. Future income is a secondary objective. Invests primarily in common stocks, including growth-oriented stocks, on a global basis to take advantage of investment opportunities generated by changes in international trade patterns and economic and political relationships. May be appropriate for investors with a long-term investment horizon who are willing to accept the risks of investing in stocks and the additional risks associated with foreign investments

**American EuroPacific Growth (A).** Seeks long-term growth of capital. It invests primarily in securities of issuers located in Europe and the Pacific Basin. May be appropriate for investors with a long-term investment horizon who are willing to accept the risks of investing in stocks and the additional risks associated with foreign investments.