Pension Fund

Summary Plan Description

Local 14-14B

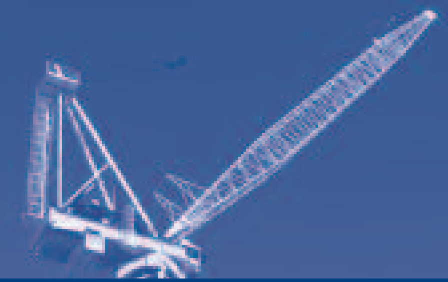


Table of Contents

INTRODUCTION **2**

ELIGIBILITY AND PARTICIPATION **4**
When Participation Begins 4
When Participation Ends 4

HOW THE PLAN WORKS **5**
Pension Credits and Vesting Service 5
Earning Pension Credits 5
Earning Vesting Service 6
Credit for Service with Other Employers 7
Credit for Service When You're Not Working 7

WHEN YOU CAN RECEIVE YOUR BENEFIT **8**
How to Apply 8
Regular Pension 8
Early Retirement Pension 8
Disability Award Pension 8
Vested Pension 9
Required Beginning Date of Your Pension Benefit 9

HOW YOUR PENSION IS CALCULATED **10**
Calculating a Regular Pension 10
Calculating an Early Retirement Pension 10
Calculating a Disability Award Pension 11
Calculating a Vested Pension 12

HOW BENEFITS ARE PAID **13**
If You Are Single 13
If You Are Married 13
Deferring Your Pension 13

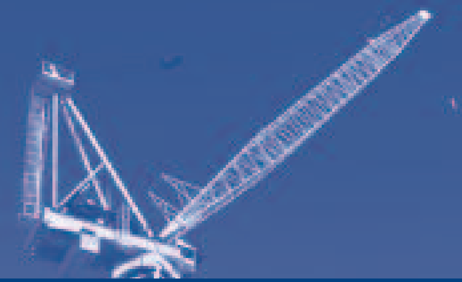
IF YOU DIE BEFORE RECEIVING YOUR BENEFIT **14**
Married Participants 14
Unmarried Participants 14

OTHER IMPORTANT SERVICE FACTS **15**
Breaks in Service 15
Reemployment Following Retirement or Termination 15

OTHER INFORMATION YOU SHOULD KNOW **17**
Claims and Appeals 17
Your Rights Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) 17
Pension Benefit Guaranty Corporation (PBGC) 18
How Benefits Can Be Delayed 18
Assignment of Benefits 18
Compliance with Federal Law 19
Amendment and Termination of the Plan 19
Recovery of Overpayment 19
Your Disclosures to the Plan 19
Plan Administration 20
Discretionary Authority of the Board of Trustees 20
Employer Contributions 20

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) **21**
Information About Your Plan and Benefits 21
Prudent Actions by Plan Fiduciaries 21
Enforce Your Rights 21
Assistance with Your Questions 22

PLAN FACTS **23**



Introduction

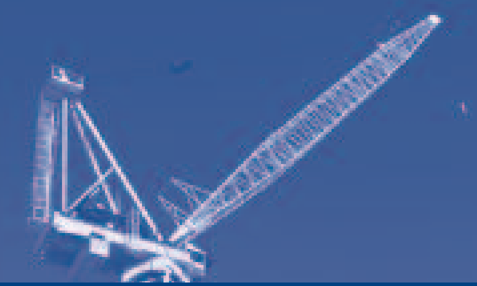
The Pension Fund was established by the International Union of Operating Engineers Local 14-14B on July 1, 1975. The purpose of this Fund is to provide members with a retirement income in addition to Social Security and Annuity Plan benefits. Here are some of the highlights of how the Plan works.

- Your **participation** begins after you have worked a minimum of 300 hours in covered employment and your employer has made contributions on your behalf.
- **Your employment counts.** The Plan measures the hours you work in covered employment in two ways: as vesting service and pension credits. Vesting service determines when you become eligible for a pension, while pension credits determine what kind of pension you're eligible for and how much it'll be.
- **Different pensions for different circumstances.** There are several types of pensions, each with its own requirements.
  - **Regular Pension**—once you've reached age 62 and have earned at least 5 pension credits of future service.
  - **Early Retirement Pension**—once you've reached age 55 (but are not yet 62) and have earned at least 15 pension credits.
  - **Disability Award Pension**—if you are "totally and permanently disabled," have been awarded a Social Security Disability Pension Award, and you've earned 10 pension credits.
  - **Vested Pension**—if you stop working in covered employment before retirement, but after you've completed at least five years of vesting service.
- **Several factors determine the amount of your pension.** Plan benefits generally are based on your years of pension credits and the benefit level in effect when you last worked in covered employment. The amount of your pension also will be affected by the type of pension you take, your age when your pension begins and whether your pension provides payments to your spouse or a beneficiary after your death.
- **You choose how to take your pension.** If you're married when payments start, your pension is normally reduced so that 50% of your reduced amount can continue to your spouse for life following your death. As an alternative, you may elect to receive your benefit as a 75% Husband-and-Wife pension, so that 75% of your reduced amount can continue to your spouse after your death. If you're not married, you normally receive the full amount produced by the Plan formula, with the guarantee that if you die before receiving 36 monthly payments, the remaining payments will go to your beneficiary.
- **If you die before you retire, your spouse or beneficiary will receive a pension if you are vested.** If you die after qualifying for a vested benefit but before retiring, the Plan will pay a lifetime pension benefit to your qualifying surviving spouse. If you are not married, your beneficiary will receive an income for 36 months.

How the Pension Plan Works

- Your Local Union and your employer negotiate contribution levels.
- Contributions made by your employer are placed in the Pension Fund.
- Union and Employer Trustees, with the assistance of an independent investment consultant, direct the management of the money in the Pension Fund on your behalf.
- The money is invested and used to pay pension benefits and Plan administration costs.

This booklet is the Summary Plan Description ("SPD") for the Pension Fund as of January 1, 2007. It's meant to help you understand how the Plan works. It doesn't change the official rules and regulations in the official Plan document or other documents, including trust agreements and the collective bargaining agreements establishing the Plan. Rights to benefits are determined only by referring to the full text of official Plan documents (available for your inspection at the Fund Office) or by official action of the Board of Trustees. If there is any conflict between the terms of the official rules and regulations of the Pension Fund or the Plan it has adopted and this Summary Plan Description, the official rules and regulations shall control. In addition, the Board of Trustees reserves the right, in its sole and absolute discretion, to amend or end the Plan at any time, subject to the terms of the applicable collective bargaining agreements.



Eligibility and Participation

You're eligible to participate in the Pension Plan if you work for a contributing employer in covered employment. A "contributing employer" is an employer that is required under the collective bargaining agreement to contribute to the Pension Plan on your behalf. If you work for a contributing employer, then all hours you work for that employer are considered "covered employment." You're also eligible if you are an employee of the International Union of Operating Engineers Local 14-14B or an employee of the Benefit Fund Office and are not represented for collective bargaining purposes by another union.

Keep in mind that when you are working in covered employment, your employer makes contributions on your behalf in the form of Benefit Fund Stamps that should be placed into the Benefit Fund stamp book provided by the Fund Office. Submit your stamp book to the Fund Office during each of the redemption periods during the year (i.e., March 1-31; July 1-31; and, November 1-30).

For a list of contributing employers, please contact the Fund Office.

When Participation Begins

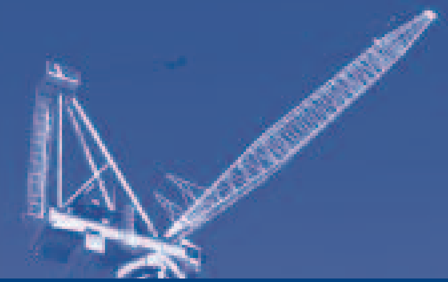
You earn pension credits when you work in covered employment. For each 300 hours worked, you earn ¼ pension credit (see page 5 for more details on pension credits). So, your participation in the Pension Plan begins once you have worked a minimum of 300 hours in covered employment. For example, if you started working on April 1 for a contributing employer and you have at least 300 hours by July 31, your participation in the Pension Plan has started.

Remember: **You must work a minimum of 300 hours a year in covered employment in order to prevent a break in service that can affect your pension. See page 15 for more information.**

When Participation Ends

Once your participation has begun, it will continue for as long as you remain actively employed by an employer and contributions are made to the Fund on your behalf. Generally, participation ends only if you have a "break in service," retire or die before you retire. See page 15 for more information on absences and breaks in service.

Please contact the Fund Office whenever you or your spouse have a change in name, address, telephone number or e-mail address, or marital status (marriage, legal separation or divorce), or if you or your spouse die.



How the Plan Works

The amount of the pension benefit you will receive at retirement will depend on several factors, including your age, years of service and the pension credits you have earned throughout your career.

Pension Credits and Vesting Service

The amount of your pension depends on how many pension credits you've earned (among other factors). You earn pension credits throughout your career based on how many hours you work each year in covered employment. Your pension credits are then multiplied by the applicable benefit rate (see page 10) to determine the amount of your monthly (unreduced) pension benefit.

Generally, after you have earned five years of vesting service, you are vested in the Plan. Once you are vested, you have earned a right to a pension benefit from this Plan.

Earning Pension Credits

You earn pension credits when you work in covered employment.

There are two types of pension credits under the Plan: future service and past service. Future service is employment while your employer is or will be required to contribute to the Plan (as a result of a collective bargaining agreement or other agreement with the Trustees). Past service accounts for employment before your employer began contributing to the Plan.

The contribution period is the period of time that the employer is obligated to contribute to the Fund.

Service earned after December 31, 1977. If you worked in covered employment after December 31, 1977, you will be credited with future service at the rate of .25 credits for each 300 hours worked (see the following table).

Hours of Covered Employment	Pension Credits Earned
1,200 or more hours	1 credit year
At least 900, but less than 1,200 hours	¾ credit year
At least 600, but less than 900 hours	½ credit year
At least 300, but less than 600 hours	¼ credit year
Less than 300 hours	None

Future service will not be allowed for fractional portions of a year nor will you be allowed more than one credit in any one Plan Credit Year.

What does "Hour of Service" mean?

Hour of Service means each hour for which you are paid or entitled to be paid for covered employment, including paid holidays, disability, paid leave of absence and hours for which you are entitled to back pay (but only to the extent that it is intended to compensate you for periods during which you would have been engaged in covered employment).

Service earned between January 1, 1956 and December 31, 1977. If you worked in covered employment between January 1, 1956 and December 31, 1977, then you are credited with future service at the rate of 1/10 year for each $500 in wages earned. You cannot receive credits for fractional portions of 1/10 year. You must earn at least $5,000 during the Plan Credit Year in order to receive one pension credit. You cannot earn more than one pension credit per Plan Credit Year.

Past service earned. Past service credit is for employment before your employer began contributing to the Pension Plan. In general, you earn past service credit if you were steadily employed before your employer began making contributions to the Plan on your behalf, as follows:

If you first became a participant before January 1, 1961. You can receive past service credit (calculated to the nearest half year) for each full or partial Plan Credit Year that you consecutively worked for your employer between January 1, 1936 and January 1, 1956.

If you became a participant on or after January 1, 1956 (but no later than when your employer started contributing to the Plan). You will be credited with past service credits (calculated to the nearest half year) for each full or partial Plan Credit Year. You have the option of choosing one of the following periods:

- Credit for service between January 1, 1936 and January 1, 1956, or
- Credit for service prior to the contribution period to a maximum of 20 years.

Contact the Fund Office for more information on the rules governing past service.

Earning Vesting Service

Vesting service is used to determine eligibility for a vested benefit if you leave work before retirement. Once you have five years of vesting service, you're entitled to a vested benefit that will begin at age 62. Vesting service is also used to determine whether a period of absence results in a break in service.

You earn one year of vesting service if you work 1,200 hours of service in covered employment in a Plan Credit Year. Provided you are a participant with at least one hour of service on or after January 1, 1997, earning five years of vesting service means that you become vested, which guarantees you a pension—even if you leave the Operating Engineers industry—when you retire at your normal retirement age.

There are certain periods when you are not entitled to vesting service. These include years preceding a permanent break in service (see page 15 for more information on breaks in service) and for years before January 1, 1971, unless you have earned at least three years of vesting service after December 31, 1970.

Non-bargained employees, such as Fund Office and Union staff, that participate in the Plan may also be eligible for vesting service. Such employees are vested if they have at least an hour of service on or after January 1, 1988 and have at least five years of vesting service.

For additional rules and exceptions, please contact the Fund Office.

If you are vested in the Plan, it means you have a non-forfeitable right to a pension benefit, even if you leave covered employment before you retire.

Credit for Service with Other Employers

Many employers take part in this Plan. You will continue to earn credit towards a pension even if you change jobs and work for another employer who participates in the Plan.

Credit for Service When You're Not Working

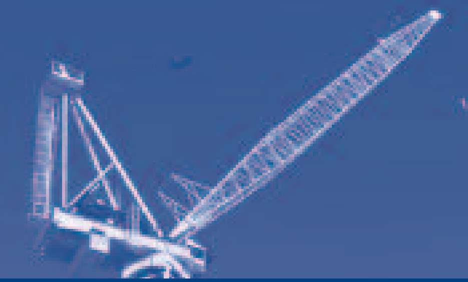
The Plan will give you both vesting service and pension credit for periods of military service, as long as you return to covered employment within the time required by Internal Revenue Code Section 414(u) following your release from active duty (no credit is granted if you get a dishonorable discharge). You must have been working in covered employment at the beginning of each military service period in order to get credit for it. For more about your rights under the Uniformed Services Employment and Reemployments Rights Act of 1994 (USERRA), see page 17.

Breaks in Service

Before you become vested, you may lose credit for service you've already earned if you don't work in covered employment for long stretches of time. When this happens, you have what's called a "break in service."

Generally, a one-year break in service occurs if you complete fewer than 300 hours of service in a year. A break in service can affect your pension. **See page 15 for more information.**

When You Can Receive Your Benefit



The IUOE 14-14B Pension Fund offers four types of pensions—Regular, Early Retirement, Disability Award and Vested. To receive benefits from this Plan, you must file an application for a pension with the Board of Trustees.

How to Apply

Your pension application must be properly completed in writing and submitted to the Fund Office with appropriate identification at least 15 days before the date your pension is payable. You must also provide the Plan with any information needed to determine your eligibility for a pension and the amount of your entitlement. Additionally, you must complete the forms necessary to elect the type of benefit you are applying for, as well as the provision providing for spousal consent, if required.

To apply for a pension, please contact the Pension Coordinator so you can submit your application in writing to the Fund Office at least 15 days before the date your pension is payable.

Spousal consent. If you are married, you must have written spousal consent if you wish to reject the Husband-and-Wife Pension and elect the 36-month Single Life Annuity. If you wish to elect the Husband-and-Wife Pop-Up Option, your spouse's written consent must be notarized by a notary public. See page 14 for more details on how the Husband-and-Wife Pop-Up Option works.

Regular Pension

A Regular Pension is the pension benefit that you are eligible to receive when you reach normal retirement age. To be eligible, you:

- Must be age 62 or older;
- Must have completed one or more hours of service on or after January 1, 1997; and
- Must have at least 5 years of future service credits.

Normal retirement age is 62.

Early Retirement Pension

You can retire early and receive a pension if you are between the ages of 55 and 61, and have at least 15 pension credits.

Early Retirement Pensions are reduced by .5% for every month that you are younger than age 62.

Disability Award Pension

If you become disabled and cannot work, you may be eligible for a Disability Award Pension. You can receive a Disability Award Pension if you:

- Stop working because of total and permanent disability that began before termination;
- Have received a Social Security Disability Pension Award; and
- Have earned at least 10 years of credited service, 5 of which must be future service credit.

You can receive a Disability Award Pension at any age under 62. As long as you remain disabled, you will receive pension payments.

To be considered disabled, you must receive a disability award from the Social Security Administration. A Disability Award Pension can be paid to you as long as you remain disabled. If you receive a Disability Award Pension, the Board of Trustees can require you to submit to a physical examination no more than once a year at the Board's expense. If you refuse such an examination, all benefits shall be terminated.

If you are eligible for an Early Retirement Pension when you first become disabled, you may apply for the Early Retirement Pension to be paid for the period before your Disability Award Pension starts.

If you recover from your disability before age 62. If you recover from your disability and lose entitlement to Social Security benefits before you reach age 62, you must report this to the Board of Trustees immediately. Your Disability Award Pension payments will stop.

Returning to work. If you go back to work, you will begin earning pension credits again. Upon subsequent retirement, you will receive the same amount as you received with your Disability Award Pension plus any additional pension based on pension credits earned from the date of reemployment to your subsequent retirement date.

Your previous disability payments will not affect your eligibility for one of these pensions.

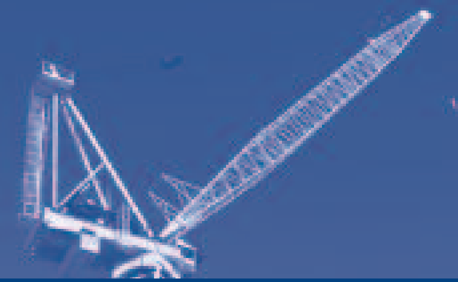
Vested Pension

You are eligible to receive a Vested Pension if you stop working in covered employment before you retire and you have earned at least 5 years of vesting service. A Vested Pension is payable to you when you reach the normal retirement age of 62 or after you reach age 55 and have met early retirement requirements. For information on how to calculate a Vested Pension, see page 12. You may also request a printout from the Pension Coordinator that will detail your pension credit history.

Required Beginning Date of Your Pension Benefit

Although you are not required to start receiving your Pension benefit when you reach the Plan's normal retirement age of 62, Federal law mandates that you *must* begin to receive benefits on the April 1 following the calendar year in which you turn age 70½.

How Your Pension Is Calculated



The amount of your pension benefit is determined by the pension credits that you earned during and before the contribution period and the benefit rate that is in effect when you last work in covered employment.

Calculating a Regular Pension

If you retire with a Regular Pension, your monthly pension amount is equal to the sum of your Past Service Pension and your Future Service Pension. It is important to note that benefit levels change from time to time, so make sure you contact the Fund Office if you have a question regarding a specific time period.

If You Retire…	Your Benefit Level for Future Service is…
After January 1, 2008 (and you earn at least one-half of a future service credit in the calendar year immediately before January 1, 2008 or at least one-quarter of a future service credit after January 1, 2008)	$97
Between January 1, 2007 and January 1, 2008 (and you earn at least one-half of a future service credit in the calendar year immediately before January 1, 2007 or at least one-quarter of a future service credit after January 1, 2007)	$94
Between July 1, 2006 and January 1, 2007 (and you earn at least one-half of a future service credit in the calendar year immediately before July 1, 2006 or at least one-quarter of a future service credit after July 1, 2006)	$91
Between January 1, 2005 and July 1, 2006 (and you earn at least one-half of a future service credit in the calendar year immediately before January 1, 2005 or at least one-quarter of a future service credit after January 1, 2005)	$88
Between January 1, 2004 and January 1, 2005 (and you earn at least one-half of a future service credit in the calendar year immediately before January 1, 2004 or at least one-quarter of a future service credit after January 1, 2004)	$85
Between July 1, 2001 and January 1, 2004 (and you earn at least one-half of a future service credit in the calendar year immediately before July 1, 2001 or at least one-quarter of a future service credit after July 1, 2001)	$82
For benefit levels for retirement prior to July 1, 2001, please contact the Fund Office.	

Your maximum permissible benefit is a defined benefit dollar limitation set each year by the Internal Revenue Service and may be adjusted or limited based upon IRS rules.

Calculating an Early Retirement Pension

To figure how much your pension benefit will be if you retire early, calculate what your Regular Pension benefit would be and reduce it for each full month that you are younger than age 62 on the day you begin your pension.

The reduction factor is ½ of 1% (.005) for each full month from age 62 to 55. This reduction accounts for the fact that you will receive benefits from the Pension Plan for a longer period than if you had waited to retire at an older age.

For Example:

Brian is entitled to receive $500 a month for his Regular Pension, based on pension credits earned and his employer's contribution rate, if he were to retire at age 62. However, he is now 59½ years old and decides to retire. That means that Brian has 2½ years (30 months) before he will be 62. Brian's pension is calculated like this:

Regular Pension = $500 (monthly amount)

Reduction (½ of 1% (.005) x 30 months) x $500 = $75 (amount of reduction)

$500 – $75 = $425.

At 59½, Brian is entitled to receive a monthly benefit of $425.

Calculating a Disability Award Pension

A Disability Award Pension is calculated the same as a Regular Pension. The monthly amount of a Disability Award Pension, commencing at any age prior to age 62, is equal to the Regular Pension that the participant would have been entitled to based upon his or her pension credits to the date of his or her disability retirement.

If you are receiving a Disability Award Pension but recover from your disability, you may return to work and earn additional pension credits that will count towards your retirement—as long as you have notified Social Security of your recovery and you relinquish your Disability Award Pension.

For Example:

Adam worked for 12 calendar years in covered employment and earned 12 pension credits. During his 13th year in covered employment, on December 2, 2001, Adam became disabled and qualified for a Disability Award Pension. Two years later, he recovered from his disability (no longer qualifying for a Social Security Disability Pension) and decided to return to work on January 1, 2003 at age 58. Adam worked for three more years in covered employment before retiring at age 62 on November 8, 2006. During those last three years of employment, he earned 3¾ pension credits. Adam calculates his pension like this:

Pension credits before Disability Award Pension (12)

x $82.00 (benefit rate in effect on December 1, 2001) = $984.00

Pension credits earned during reemployment = 3.75

3.75 x $88.00 = $330.00

$984.00 (monthly amount of past Disability Award Pension)

Plus (+)

$330.00 (monthly amount for reemployment period)

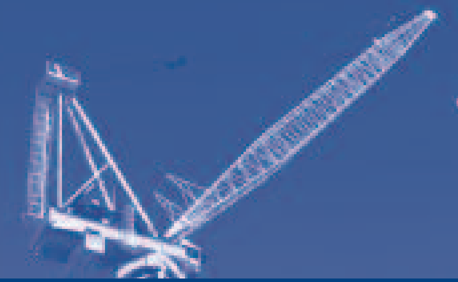
Equals (=) $1,314.00

At 62, Adam is entitled to receive a monthly benefit of $1,314.00

Calculating a Vested Pension

Vested Pensions are calculated just like Regular Pensions—by adding your Past Service Pension credits to your Future Service Pension credits (and then multiplying your pension credits by the benefit rate in effect at the time you left covered employment). You cannot receive a Vested Pension until you reach age 62.

In the event that you are eligible for a Vested Pension and you return to covered employment before reaching normal retirement age, you may earn additional pension credits. See page 5 for more information on pension credits.



How Benefits Are Paid

Your pension will automatically be paid under the applicable normal form of payment described below unless you are eligible to elect one of the Plan's optional forms of payment.

If You Are Single

The standard form of payment for single retirees is a single life annuity with a 36-month period certain. The single life annuity is payable in 36-monthly installments. If you die before receiving the full 36 monthly installments of your pension, the remaining monthly installments of your pension shall be paid to your beneficiary.

If You Are Married

If you are married for at least one year (a "Qualified Spouse") when you are first entitled to receive a pension, the standard form of payment is the 50% Husband-and-Wife Pension. As an alternative, you may elect the 75% Husband-and-Wife Pension. This form of payment provides you with a reduced pension that continues for as long as you live. When you die, your spouse will continue to receive either 50% or 75% of the amount you were receiving until he or she dies. The 75% option gives you the opportunity to provide a larger benefit for your spouse than the typical 50% option.

In the event your spouse dies before you, there is an adjustment made in the monthly amount payable for the rest of your life. See page 14 for details on how the Husband-and-Wife Pop-Up Option is calculated.

The Husband-and-Wife Pension is automatically in effect if you are married unless you formally reject it. To reject this payment option, your spouse must provide written and notarized consent along with photo identification. If you reject this form of payment, you may elect the single life annuity.

If you waived the Husband-and-Wife Pension, but you die before receiving all 36 monthly installments, your spouse will receive the remaining monthly installments.

Remember: **You must begin receiving your pension by the April 1 following the calendar year in which you turn 70 ½ years old. See page 9 for more information.**

Deferring Your Pension

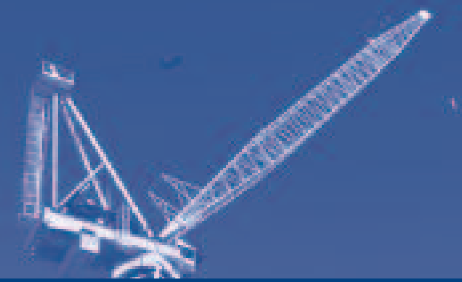
You may choose to defer your pension start date so that you begin receiving payments after your normal retirement age. The monthly benefit amount for a deferred pension is the greater of the benefit payable on the annuity start date; or, the accrued benefit at normal retirement age, actuarially increased for each complete calendar month between normal retirement age and the annuity start date for which benefits were not suspended. The actuarial increase referred to is 1% per month for the first 60 months after normal retirement age and 1.5% per month for each month thereafter until the required beginning date (see page 9 for more information on the required beginning date).

Relative Value Statement

When you apply for a benefit from the Plan, the Fund Office will provide you with a "relative value" statement. This written statement will include each of the following:

- **A description of the Plan's normal and optional payment forms and the eligibility requirements for each;**
- **The amount your Plan benefit would be if it were paid in the normal payment form; and**
- **A description of the financial effect of electing an optional payment form.**

Contact the Fund Office for more information about the relative value statement.



If You Die Before Receiving Your Benefit

If you die before payment of your benefit starts, payment of your pension balance depends on whether you're married or single at the time of your death.

Married Participants

If you elected either the 50% or 75% Husband-and-Wife Pension and die after retirement, upon your death your spouse will receive one-half or three-quarters of the monthly amount you were receiving before you died. This is the Joint & Survivor form of pension benefit.

If you die before retirement, your spouse can receive a pension as if you had retired on a Husband-and-Wife Pension if:

- You die after age 62 but before retirement (at a time when eligible for a pension);
- You are vested and die before age 62, having worked one or more hours of service after August 22, 1984; or
- You are an inactive participant who has achieved vested status, having earned at least one hour of service after September 1, 1974 (in this circumstance, the benefit is payable on the date you would have turned age 62).

If you opted to delay payment of your pension—no later than the first of the month on or immediately before the date that you would have reached age 70½—the amount payable to your spouse will be determined as if you retired on a Husband-and-Wife Pension the day before your spouse's payments are scheduled to start.

You can waive the Preretirement Surviving Spouse Pension with written spousal consent. For more information, contact the Fund Office.

If your spouse dies before you, the monthly benefit amount you receive would "pop-up" to the amount for which you were eligible before your benefit was reduced for either the 50% or 75% Husband-and-Wife Pension. The adjusted monthly amount is payable for the rest of your life. This adjustment is called the Husband-and-Wife Pop-Up Option.

To calculate your adjusted monthly payments under the 50% Husband-and-Wife Pop-Up Option for a Regular, Early Retirement or Vested Pension, the Regular, Early Retirement or Vested Pension amount is multiplied by a factor. This factor is 88% plus 0.4% for each full year your spouse is *older* than you, or minus 0.4% for each full year your spouse is *younger* than you. Your reduced pension amount may not be greater than 99% of the original Regular, Early Retirement or Vested Pension.

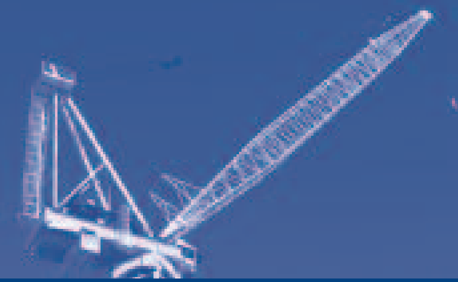
In calculating your adjusted monthly payments under the 50% Husband-and-Wife Pop-Up Option for a Disability Award Pension, your pension amount is multiplied by a factor. This factor is 78% plus 0.3% for each full year your spouse is *older* than you, or minus 0.3% for each full year your spouse is *younger* than you. Your reduced pension amount may not be greater than 99% of the original Regular, Early Retirement or Vested Pension.

For the 75% Husband-and-Wife Pop-Up Option for Regular, Early Retirement or Vested Pension amounts, multiply the monthly amount by 83% plus 0.5% for each full year that your spouse is *older* than you, or minus 0.5% for each full year that your spouse is *younger* than you.

For a Disability Pension, the factors are 70%, plus 0.4% for each full year that your spouse is *older* than you, or minus 0.4% for each full year that your spouse is *younger* than you. Remember: Your reduced pension amount may not be greater than 99% of the original Regular, Early Retirement or Vested Pension.

Unmarried Participants

If you are not married but are vested at the time of your death, your beneficiary may receive your remaining pension balance. If you die before normal retirement age or if you die before applying for your pension, the pension amount you would have received had you reached age 62 on the date of your death is payable to your beneficiary in 36 monthly installments.



Other Important Service Facts

This section has more detailed information on what is and is not a break, what happens after a one-year break and what happens after a permanent break.

Breaks in Service

Leaving covered employment or not working enough hours in a Plan year can cause a break in service. If you are not vested in the Pension Plan, a break in service may cause you to lose the vesting service and pension credits you have accumulated, along with your status as a participant. There are two types of breaks in service: a one-year break in service and a permanent break in service.

One-year break in service. If you do not work at least 300 hours in covered employment in any Plan year after January 1, 1976, you will incur a one-year break in service.

If you are not vested when you incur a one-year break in service, all of your previously earned years of vesting service and pension credits and your status as a participant will be cancelled unless you "repair" this break.

A one-year break in service can be "repaired," meaning participation and previously earned years of vesting service and pension credits are restored. Such breaks in service are only repairable if you subsequently earn a year of vesting service after your break in service and before incurring a permanent break in service.

Certain types of absences do not count as breaks in service. If you are absent from covered employment due to your own pregnancy, birth of your child, adoption of a child, or to care for your child after birth or adoption, such hours absent from work will not be counted towards a one-year break in service.

U.S. Military Service also does not count towards a break in service under the Plan. After returning from military leave, you must make yourself available for covered employment within 90 days after release from active duty. You can receive as much as four years of pension credits while away on military leave.

Permanent break in service. If you are not vested, you can incur a permanent break in service if you have five consecutive one-year breaks in service. If you incur a permanent break in service, your previously earned pension credits and vesting service and your participation in the Plan are cancelled.

To obtain reinstatement as a participant in the Plan, you must work at least 1,200 hours in covered employment during a 12 consecutive month period. You cannot obtain reinstatement during the same Plan Credit Year as your termination.

Reemployment Following Retirement or Termination

You may wish to return to work after you retire. If you choose to do so, you may incur a temporary suspension of pension payments.

Your Plan benefits do not affect your entitlement to Social Security benefits. You are independently entitled to Social Security benefits.

Before normal retirement age. If you have an Early Retirement Pension, you'll lose your pension for any month in which you perform Disqualifying Employment. Disqualifying Employment before retirement age is employment or self-employment as a building trades craftsman in the geographical area covered by the Plan.

After normal retirement age. If you've reached normal retirement age and are retired, your monthly pension payment shall be suspended for any month in which you worked or were paid for at least 40 hours of Totally Disqualifying Employment. Totally Disqualifying Employment is employment or self-employment that is:

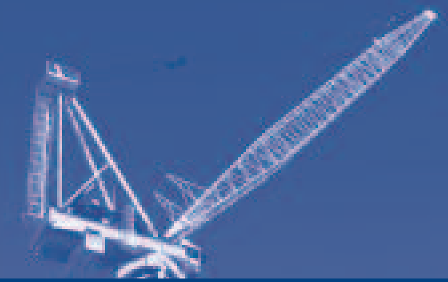
- In an industry covered by the Plan when your pension payments first began;
- In the geographic area covered by the Plan when your pension payments started; and
- In any occupation covered by the Plan during the time your pension payments started.

The geographic area covered by the Plan is the New York metropolitan area.

There is no suspension of benefits under the Plan on or after the April 1st following the calendar year in which you attain age 70½.

Benefit payments following suspension. If you stop working in Disqualifying Employment and want to retire again, you must notify the Board of Trustees in writing of the date you last worked in Disqualifying Employment. Upon subsequent retirement, your pension is based upon your previously earned pension credits, the benefit level attained at your first retirement and your pension credits earned after you returned to covered employment and the benefit level in effect on your subsequent retirement date.

Other Information You Should Know



Claims and Appeals

If your application for benefits is denied, in whole or in part, you will get a written notice of the denial within 90 days. (Special circumstances may require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision within the initial 90-day period.) The notice will describe the specific reason or reasons for the denial, the Plan provisions on which the denial is based, any additional information or material that you might need to provide in order to support your application and an explanation of why it is necessary, and the Plan's review procedures. In the case of a claim for a Disability Award Pension, the notice of denial must be provided within 45 days, with up to two 30-day extensions for special circumstances, as long as you are notified of the delay and when a decision is expected.

You may request a review of the denial within 60 days of the date you get the denial notice (180 days in the case of disability). You or your representative may review pertinent documents and other materials relevant to your claim (regardless of whether they were submitted with your original claim) and submit issues, comments, documents and other information relating to the claim. Requests for review must be made in writing and sent to the Board of Trustees. You may also ask to appear in person at a hearing on your claim before a panel consisting of at least one Employer trustee and one Union trustee.

If you don't request a review of the denial within this 60-day or 180-day period or fail to appear and participate in any properly scheduled hearing, you will be considered to have waived your right to a review of the denial. However, the Board may not enforce this waiver if you can prove that you have a good reason for missing the 180-day deadline or the hearing, provided you ask the Board in writing to reconsider their decision and you do so within one year after the date shown on the notice of denial.

The Board of Trustees will make its decision on the review of the denial no later than the meeting of the Board that immediately follows receipt of your request for review. However, if the request for review is received within 30 days before the date of that meeting, the decision will be made no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances require the Board to take more time, the decision may be made at the following meeting, but in no event later than the third meeting following receipt of the request. You will be notified in writing if an extension is needed. That notice will describe the special circumstances and tell you when you can expect a decision on appeal.

When the Board of Trustees makes a decision on your appeal, you will get a written notice stating the specific reason or reasons for the decision, the Plan provisions upon which the decision is based, and a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim. The written notice will be provided within five days after the decision is made.

Your Rights Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

The Plan will grant pension credits for periods of military service, even though you're not working in covered employment at the time. In such circumstances, credits will be given as long as you return to covered employment within the time required by USERRA. (This also counts as vesting service.)

Pension Benefit Guaranty Corporation (PBGC)

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

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

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

The PBGC guarantee generally covers normal and early retirement benefits, and certain benefits for your survivors. The PBGC generally does not cover any of the following:

- 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 fewer 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 becomes insolvent; and
- Non-pension benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC’s Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, DC 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC’s pension insurance program is available through the PBGC’s Web site on the Internet at www.pbgc.gov.

How Benefits Can Be Delayed

There are certain situations under which benefits can be reduced, delayed or lost. Most of these circumstances are explained in the previous sections, but your benefits will also be affected in the following situations.

- You or your beneficiary do not file a claim for benefits properly or on time.
- You or your beneficiary do not furnish the information required to complete or verify a claim.
- You or your beneficiary do not have your current address on file with the Fund Office.

Assignment of Benefits

Benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned or pledged to anyone; nor are benefits subject in any manner to anticipation, alienation, encumbrance or charge. However, the Plan will comply with a Qualified Domestic Relations Order (QDRO) that gives someone else a right to a portion of your pension or any offsets permitted under Section 401(a)(13) of the Internal Revenue Code.

Qualified Domestic Relations Orders (QDRO). A QDRO is a court order or judgment that directs the Plan to pay benefits to your spouse, former spouse, child or other dependent in connection with child support, alimony, or marital property rights.

In addition, until the Plan has complied with the terms of the QDRO, the Board of Trustees may restrict the pension benefits that are payable to you. These restrictions could also apply during any period when the Board of Trustees is determining whether a written order satisfies the QDRO requirements in the Internal Revenue Code.

You will be notified if the Plan ever receives a proposed QDRO with respect to your pension. For more information on QDROs, or to receive a free copy of the procedures the Trustees follow in determining whether an order is qualified, contact the Fund Office.

Offsets under Section 401(a)(13) of the Internal Revenue Code. Offsets permitted under this section of the Internal Revenue Code generally involve convictions, judgments, settlements and similar dispositions entered on or after August 5, 1997 of breaches or alleged breaches of fiduciary duties under the Employee Retirement Income Security Act of 1974 (ERISA). An offset can be valid with respect to a married participant's benefits only if one of the following conditions is satisfied:

- Written spousal consent is obtained;
- The spouse is required by judgment, order, decree or agreement to pay the Plan any amount; or
- A judgment, order, decree or agreement provides that the spouse will be entitled to a survivor annuity equal to 50% of the benefit accrued by the participant on the offset date.

Compliance with Federal Law

The Plan is governed by regulations and rulings of the Internal Revenue Service and the Department of Labor, and current Federal tax law. The Plan will always be construed to comply with these regulations, rulings and laws. Generally, Federal law takes precedence over state law.

Amendment and Termination of the Plan

The Trustees of the Pension Fund have the authority to amend or terminate the Plan at any time and for any reason. You will be notified if the Pension Plan is amended or terminated; however, the change may be effective before a notice is delivered to you.

If the Plan is ended, you will be fully vested in any benefit you have accrued to the extent then funded. Plan assets will be applied to provide benefits in accordance with the applicable provisions of Federal law.

Recovery of Overpayment

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. Amounts recovered may include interest and costs.

In the event you are overpaid, the Fund Office will request a refund or the overpayment will be deducted from future benefits. If the refund is not received, the amount of the overpayment will be deducted from future benefits, or a lawsuit may be initiated to recover the overpayment. If any participant or beneficiary is ordered by a court or the Department of Labor to repay any amount to the Plan based on a violation of ERISA's fiduciary rules, the Plan may recover that amount by reducing benefits payable to that person in the future.

Your Disclosures to the Plan

If you provide false information to the Plan or commit fraud, you may be required to indemnify and repay the Plan for any losses or damages caused by your false statements or fraudulent actions. (Some examples of fraud include altering a check and knowingly cashing a voided check.) In addition, if the Plan makes payments as a result of false statements or fraudulent actions, the Fund Office may elect to pursue the matter by pressing criminal charges.

Plan Administration

The Pension Fund is administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees with equal voting power.

Discretionary Authority of the Board of Trustees

The Board of Trustees governs the Pension Fund in accordance with an Agreement and Declaration of Trust. The Trustees have the sole and absolute discretionary authority to interpret the terms of the Plan, determine benefit eligibility, and resolve ambiguities or inconsistencies in the Plan. All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) shall be final and binding upon all participants, beneficiaries and any other individuals claiming benefits under the Plan.

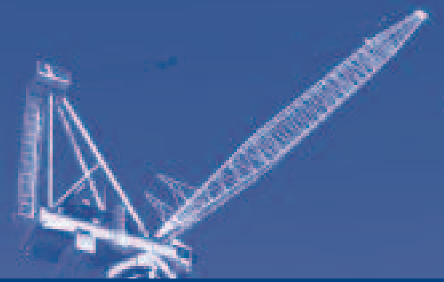
The Board of Trustees has delegated certain administrative and operational functions to the Fund Manager and his/her staff. Most of your day-to-day questions can be answered by the Fund Office staff.

Employer Contributions

The Pension Fund receives contributions according to collective bargaining agreements between your employer and Local 14-14B. These collective bargaining agreements provide that employers contribute to the Fund on behalf of each covered employee on a specified basis. Certain other employers (such as the Fund Office itself) may participate in the Plan by signing a participation agreement.

To find out whether a particular employer is contributing to the Fund on behalf of members working under a collective bargaining agreement or a participation agreement and, if so, to which plan of benefits the employer is contributing, contact the Fund Office. You can look at the collective bargaining agreements at the Fund Office or get your own copy upon written request to the Fund Office.

Your Rights Under the Employee Retirement Income Security Act of 1974 (ERISA)



Your pension rights are incorporated in the Employee Retirement Income Security Act of 1974, as amended (ERISA), for application to all benefit plans. Those rights are set forth as follows:

As a participant in the Local 14-14B Pension Plan, you are entitled to:

Information About Your Plan and Benefits

- Examine, without charge, at the Plan Office, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

- Obtain, upon written request to the Board of Trustees, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Board of Trustees may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62, or, if later, your fifth anniversary of participation in the Plan) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interests 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.

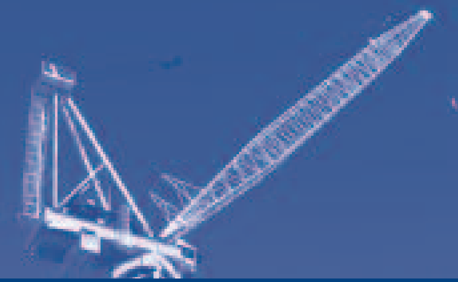
Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Board of Trustees 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 Board of Trustees. 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. 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. Notwithstanding the foregoing, no legal proceeding may be filed in any court or before any administrative agency against the Fund, Plan or its Trustees unless all review procedures with the Trustees have been exhausted.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or:

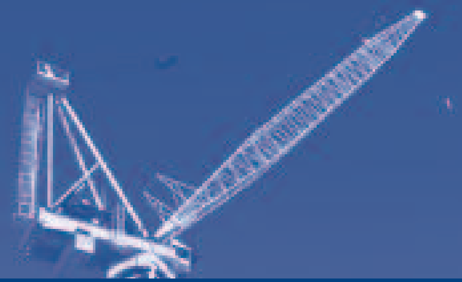
Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



Plan Facts

Official Plan Name	International Union of Operating Engineers Local 14-14B Pension Fund
Employer Identification Number	11-2392157
Plan Number	001
Plan Year	July 1 – June 30
Type of Plan	Defined Contribution Pension Plan
Board of Trustees	**Union Trustees** Edwin Christian Chris Confrey John Cronin Daniel Noesges **Employer Trustees** Francis P. DiMenna, General Contractors Assn. John O'Hare, Building Contractors Assn. John Hyers, Sr., Contractors Assn. of Greater N.Y. Al Gerosa, The Cement League
Fund Administrator	Judith A. Renick, Fund Manager 141-57 Northern Boulevard Flushing, NY 11354 Telephone: (718) 939-1489
Agent for Service of Legal Process	Legal process may be served on the Plan or on any member of the Board of Trustees at the address listed below. The Board of Trustees for the International Union of Operating Engineers Local 14-14B Pension Fund 141-57 Northern Boulevard Flushing, NY 11354



Notes

Local 14-14B

Rev. 9/08