

**SUMMARY PLAN DESCRIPTION  
OF  
B.A.C. LOCAL NO. 3  
DEFINED CONTRIBUTION  
PENSION PLAN**

*As Revised January 1, 2025*

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**DEFINED CONTRIBUTION**  
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## **Disclaimer**

This Summary Plan Description outlines the basic rules which govern how you earn benefits, when you become eligible for payment, and the choices available to you concerning the way your benefits will be paid. You should refer to the Plan Document, copies of which can be obtained from the Administration Office, for a full description of the Plan. In the event that there is a discrepancy in the way the Plan could be interpreted between this Summary and the Plan Document, the Plan Document will prevail.

Only the full Board of Trustees is authorized to interpret the Plan. The Board has discretion to decide all questions about the Plan. No individual trustee, employer, union representative or other person has authority to interpret the Plan on behalf of the Board or to act as an agent of the Board.

The Board has authorized the Administration Office to respond in writing to your written questions. If you have an important question about your benefits, you should write to the Administration Office for a definitive answer. To obtain an accurate answer, you will need to provide complete and accurate information about your situation. The fact that you have received a written statement from the Administration Office is not a guarantee of benefits when there is a clear discrepancy between the statement and the Plan document once all the facts of the matter are known.

As a courtesy to you, the Administration Office also may respond informally to oral questions. Oral information and answers are not binding upon the Board and cannot be relied on in any dispute concerning your benefits.

If you are dissatisfied with an action or decision of the Administration Office, you may appeal that action to the Board of Trustees within 60 days (180 days for disability benefits) of receiving notification of the unfavorable decision or action. You must submit a written request for appeal of the unfavorable action or decision to the Administration Office, or you will be deemed to have waived your objections to it. See the Claims and Appeals Procedures subsection in the General Provisions section of this booklet for details about how to file an appeal. The Board of Trustees' decision with regard to an appeal is final and binding on all parties.

A lawsuit based on the Board of Trustees' denial of benefits or any other action or dispute must be filed within two (2) years after the claim was denied and must be brought in the United States District Court in the Northern District of California.

By participating in the Plan, you and your family members agree to bring any lawsuit or dispute on an individual basis.

# **B.A.C Local No. 3 Defined Contribution Pension Plan**

## **Summary Plan Description**

### **1. WHEN WAS THE PLAN ESTABLISHED?**

The Plan was originally established July 1, 1982 as the Supplemental Retirement Benefit Plan of Bricklayers Local Union No. 8 and was restated effective May 18, 1994. Effective July 1, 1994, the San Jose B.A.C. Local No. 10 Defined Contribution Pension Plan was merged into this Plan and the Plan was restated and renamed the B.A.C. Local No. 3 Defined Contribution Pension Plan. The Plan was restated again effective July 1, 1999, July 1, 2012, January 1, 2019, and most recently, effective January 1, 2025. Effective December 31, 2019, the San Francisco Bricklayers Local No. 7 Defined Contribution Plan merged into this Plan. This Summary covers the restated Plan effective January 1, 2025. You should refer to the prior Plan documents for the provisions of the Plan in effect prior to January 1, 2025

Prior to July 1, 2012, the Plan was a defined contribution, money purchase pension plan. As of July 1, 2012, the Plan is a defined contribution, profit sharing plan. The money purchase and profit sharing contributions are maintained separately under the Plan.

### **2. WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN?**

If you work for an Employer represented by the California Conference of Mason Contractors, Inc., or who is otherwise signatory to a Collective Bargaining Agreement with Local No. 3, which requires contributions to this Plan, you are a Participant in the Plan. Officers, agents, representatives, and employees of the local union and Bricklayers and Allied Crafts Local No. 3 Apprentice Training Trust (“JATEC”) who are Participants in the Plan based on previous work under a bargaining agreement are also eligible to participate in the Plan provided the union or JATEC makes contributions on their behalf on the same basis as Employees covered by the bargaining agreement. In addition, effective July 1, 2006, any Participant who becomes an officer or shareholder of an Employer may continue to participate as long as he meets the Board of Trustees’ approval, he is working with the tools of the trade, the Employer is incorporated and has at least one non-owner employee who is part of the bargaining unit, the Employer signs a participation agreement, and such participation meets the requirements under applicable law. Effective December 31, 2019, any participant and beneficiary of the San Francisco Bricklayers Local No. 7 Defined Contribution Plan shall be a Participant and beneficiary of this Plan.

### **3. HOW DOES THE PLAN OPERATE?**

Your Employer makes contributions to the Trust Fund in accordance with the provisions of the relevant Collective Bargaining Agreement for each hour that you work in Covered Employment. When contributions are first received on your behalf, an **Individual Account** is established in your name. You are always 100% vested in the value of your Individual Account. Your Individual Account refers to your total account balance in the Plan, which is comprised of money purchase contributions (made prior to July 1, 2012), profit sharing

contributions (made on and after July 1, 2012), rollover contributions, if applicable, and all associated earnings. Refer to Question 4 below for an explanation of how the value of your account is determined.

An account for rollover contributions may be established for former participants in the Bricklayers Local 1 Pension Trust.

**Note:** Individual Accounts are kept for accounting and administrative purposes, but not for investment purposes. All of the assets of the Plan are pooled for investment purposes and invested in accordance with the investment policies of the Board of Trustees. This Plan does not provide for investment direction by Plan Participants.

#### **4. HOW IS THE VALUE OF MY INDIVIDUAL ACCOUNT DETERMINED?**

The Administration Office determines the value of each Individual Account as of July 1, October 1, January 1, and April 1 each year. Each of these dates is referred to as a Valuation Date. Each quarter, you will receive a notice of the amount allocated to your Individual Account as of the Valuation Date. In the event of a major adjustment in the public securities markets, or for any other reason that the Board of Trustees determines is appropriate, the Trustees reserve the right to make mid-quarter valuations.

Your Individual Account balance is calculated as follows:

- a) Your account balance as of the previous Valuation Date;
- b) Plus contributions received on your behalf during the quarter;
- c) Plus (or minus) your proportional share of the net investment income earned by the Plan during the quarter.

Net investment income is calculated as follows:

- a) total investment income earned in the quarter, plus (or minus) any market value changes in the value of the assets, less expenses of the Plan for investment services, safekeeping of the Fund's assets, cost of administration of the Plan and all other costs incurred in the operation of the Plan; divided by
- b) the sum of the balances of all Individual Accounts as of the end of the previous quarter less the value of any terminated Individual Accounts or any other withdrawals made during the quarter, including loans.

The net investment income will be credited to each Individual Account in the ratio that the hours worked by each Participant during the applicable period bears to the total hours worked by all Participants during the same period, adjusted by the applicable hourly contribution rate.

**Note:** Contributions are credited to each Individual Account at the time they are received, which is generally by the 15<sup>th</sup> of the month following the work month. Therefore, a July 1 valuation will not usually include contributions for work performed in the month of June or

contributions for prior months if the Employer is delinquent. These contributions will show on the following quarter's valuation.

Rollover Contribution Subaccounts will be credited with net income in the same manner as the Individual Accounts, but will not be credited with Employer Contributions.

Each quarter you should review your Individual Account statement and notify the Administration Office immediately if you believe the statement is incorrect.

## **5. HOW WILL THE VALUE OF MY INDIVIDUAL ACCOUNT BE CALCULATED IF I BEGIN TO RECEIVE BENEFITS IN THE MIDDLE OF THE QUARTER?**

If you retire at any time other than on a Valuation Date (July 1, October 1, January 1, or April 1), your benefits will be calculated based on the value of your Individual Account as of the previous Valuation Date plus any additional employer contributions received since that date, less administrative charges. You may defer the distribution of your entire account until after the next Valuation in order to receive your pro-rata share of the earnings through the Valuation Date just prior to distribution.

## **6. WHEN AM I ELIGIBLE TO RECEIVE BENEFITS FROM MY INDIVIDUAL ACCOUNT?**

You will qualify for benefits from this Plan when you qualify for either Early or Normal Retirement under the Defined Benefit Plan of the B.A.C. Local No. 3 Pension Trust or the date after your 55<sup>th</sup> birthday that you actually retire from Covered Employment. You must file an application with the Administration Office and provide any required information.

You may also apply for a lump-sum distribution of your entire Individual Account from this Plan after you have ceased to be employed in the Masonry industry within the state of California for at least 36 consecutive months (and no hours have been credited to you during said 36 months) but only if the total Employer Contributions to your Account (not including investment earnings) are no more than \$10,000.

You may also apply for a partial distribution of 50% of your Individual Account following a separation from service. To qualify you must: (1) cease working in Covered Employment for reasons other than death, retirement or permanent disability, (2) have no hours credited to you for eighty-four (84) months, and (3) you have not been employed in the Mason industry within the jurisdiction of the union for eighty-four (84) months.

You may also apply for a partial distribution for the birth or adoption of your child. You may withdraw up to \$5,000 within 12 months of the date of your child's birth or the date the adoption was finalized. You can repay this distribution amount to the Plan within 3 years.

Further, if you have a terminal illness as determined and certified by a medical examination by a qualified physician, and are eligible for a permissible in-service distribution under the Plan, then you may apply for a distribution of your entire account. A terminally ill participant

is an individual who has been certified by a physician as having an illness or physical condition that can reasonably be expected to result in death in 84 months or less after the date of the certification. You must submit a valid physician certification to the Administration Office in order to apply for this distribution. Any such distribution will be includible in your gross income, but is not subject to any 10% early withdrawal penalty, if applicable. You can repay this distribution to the Plan within 3 years.

## **7. WHAT IF I BECOME PERMANENTLY DISABLED?**

If you become permanently disabled, you will be entitled to a distribution of your Individual Account on the same terms as if you had retired. On or before December 31, 2019, you will be considered to be permanently disabled if the Board of Trustees determines, on the basis of medical evidence provided to them, that you are unable to perform the work of a bricklayer, stonemason, tuck pointer and cleaner, terrazzo worker, an apprentice in any of those trades or any other worker within the work jurisdiction of Local Union #3 as determined by the International Union of Bricklayers and Allied Craftsmen, AFL-CIO, because of any medically determinable physical or medical impairment which can be expected to result in death or could be of long continued duration.

On or after January 1, 2020, you will be considered to be permanently disabled if you are precluded from employment in any occupation covered by the Collective Bargaining Agreement, such disability continues for no less than six months, and is medically considered to be permanent and continuous for life as determined by the Social Security Administration.

Disability benefits attributable to hours worked on or after January 1, 2001 are paid in the form of a life annuity or monthly payments unless you have obtained and provided a copy of a Social Security disability award to the Plan or you have ceased all employment in the masonry industry, have applied for Social Security disability benefits, suffer from a terminal illness and your life expectancy is less than 12 months. If you elect the installment option, monthly payments must be between one percent and three percent of your account balance at the time of disability. Notwithstanding the above, effective July 1, 2012, disability benefits paid out of your profit sharing or rollover accounts will be paid in the form of a lump sum, unless you choose another form of payment.

If you submit an application for benefits because of disability on or after April 1, 2014, and you are considered permanently disabled, you are entitled to a distribution of your Individual Account payable in any of the forms of benefit allowable under the Plan.

## **8. HOW IS MY BENEFIT PAID?**

If contributions were made to your money purchase contribution account (contributions made prior to July 1, 2012), they may be distributed differently than the balance in your profit sharing contribution account (contributions made on and after July 1, 2012) or your rollover contribution account. The following distribution rules apply to your various Plan accounts:

**Distribution Rules for your Money Purchase Contribution Account**

If you are **unmarried** (or have been married less than one year) when you qualify to receive the benefits in your money purchase contribution account, as described in Question 6 above, you may elect to receive your benefits either: 1) as a life annuity; or 2) in monthly payments over a period of years; or 3) in a lump sum; or 4) in specified monthly payments until your Individual Account is exhausted; or 5) in a partial lump sum. You must make this election in writing on a form provided by the Administration Office. If you do not make an election you will receive a life annuity.

If you have been **married** for at least one year at the time benefit payments commence, the automatic form of your benefit will be a 50% Joint & Survivor annuity. Under this form, an insurance contract will be purchased with the assets in your money purchase contribution account, which will make monthly payments to you for your life and continue to make payments to your spouse for the remainder of his/her life at 50% of the amount paid while you were living.

You may reject this 50% Joint & Survivor form of benefit and elect one of the other forms of benefit allowable under the Plan only if your spouse consents in writing, on a form provided by the Plan and witnessed by a Plan representative or a Notary Public, to the alternate form of payment. This election must be made in the 180-day election period prior to the date of payment from the Plan.

Alternatively, you can elect a 75% joint and survivor annuity, which provides your spouse with a survivor benefit equal to 75% of the amount paid to you while you were living. This form of payment does not require spousal consent.

**Distribution Rules for your Profit Sharing and Rollover Contribution Accounts**

Your profit sharing contribution account and your rollover contribution account will be paid in the form of a lump sum, unless you make an election to receive your benefits either: 1) as a life annuity; or 2) in monthly payments over a period of years; or 3) in a 50% or 75% joint and survivor annuity with your spouse; or 4) in specified monthly payments until your Individual Account is exhausted; or 5) in a partial lump sum.

**Distribution Rules for all your Accounts**

If the Administration Office is not able to locate you when you are entitled to a distribution of benefits, it may hire a private service to search for you, and any additional costs will be deducted from your account balance.

**Note:** If the value of your Individual Account is \$5,000 or less, the automatic form of distribution will be in a lump sum.

**9. WHAT HAPPENS TO THE ASSETS IN MY INDIVIDUAL ACCOUNT IF I DIE PRIOR TO RETIREMENT?**

If you should die before a distribution of your interest in the Plan has commenced, your legal spouse to whom you have been married at least one year at the time of your death will be



entitled to the value of your Individual Account as of the most recent Valuation Date plus any employer contributions received since that date.

If the value of your money purchase contribution account is greater than \$5,000, this benefit will be paid in the form of a life annuity unless your spouse elects, in writing and within 90 days of the date of your death, to receive a lump sum benefit. However, if prior to your death, your spouse had waived, in writing on a form witnessed by a Plan representative or Notary Public, his/her right to participate in your benefits, then your benefits will be paid to your designated beneficiary who is other than your spouse. Your profit sharing and rollover account balances are payable to your beneficiary in the form of a lump sum.

If you are not married or you have been married less than one year on the date of your death, then your Individual Account will be paid to your designated beneficiary in a lump sum or in monthly payments over a period of years certain not to exceed the life expectancy of the designated beneficiary. If there is no living spouse or designated beneficiary, distribution will be made to the first following eligible survivor: your children, grandchildren, parents, brothers and sisters or executors or administrators of your estate.

#### **10. CAN I MAKE ADDITIONAL CONTRIBUTIONS TO MY INDIVIDUAL ACCOUNT IN ADDITION TO THE MONEY CONTRIBUTED BY MY EMPLOYER?**

No.

#### **11. CAN I BORROW ANY OF THE MONEY IN MY INDIVIDUAL ACCOUNT?**

Yes! This Plan is intended to assist you in meeting your financial needs after you have retired. However, the Trustees understand that there can be circumstances where the assets you accumulate in this Plan may be necessary to meet extraordinary financial need while you are still in the work force. Therefore, if you are an active Participant in the Plan, you may borrow a portion of your account balance under the rules outlined below.

##### **Amount of Loan**

You may borrow up to 50% of the amount in your account as of the last valuation, or \$50,000, whichever is less. If you had a prior loan outstanding at any time during the 12 months preceding the effective date of the new loan, the \$50,000 limit is reduced by your highest outstanding loan balance during the 12-month period. The minimum loan amount is \$1,000.

##### **Participants Ineligible for Loans**

You may **not** request a loan if:

- a. you have not worked in Covered Employment during the 24 months preceding the requested loan date; or
- b. you work for an employer who is not signatory to the bargaining agreement with B.A.C. Local No. 3; or
- c. you have retired; or
- d. your account balance was less than \$2,500 at the most recent valuation.

**Purpose of Loan**

You may request a loan for the following purposes:

- a. For the purchase of a principal residence;
- b. For medical expenses or for amounts necessary to obtain such medical coverage incurred by you, your spouse, or your children and other dependents;
- c. For payment of tuition and related education fees for you, your spouse, your children, your grandchildren, or other dependents.

**Conditions Applicable to the Loan Program**

- a. The maximum term of a loan for the purchase of a principal residence is twenty (20) years. The maximum term of all other loans is five (5) years. The Trustees have absolute discretion to determine the term of each loan.
- b. Loans must be adequately secured, generally by the remaining amount in your Individual Account. You will be required to sign a promissory note for the amount of the loan, including interest.
- c. If you are married, your spouse must provide written consent to the loan.
- d. Interest charges shall be equitably determined by the Plan in light of prevailing rates for commercial loans.
- e. You will be charged a processing fee for the loan. This is currently \$120 per year for the duration of the loan (or \$10 per month) and is subject to change. In addition there is a one-time loan setup fee of \$100.
- f. In determining whether to approve any loan, the Trustees shall consider the “credit-worthiness” of the Participant, including such things as: income, assets, outstanding debt, past repayment record, and credit reports. The Trustees have absolute discretion to approve or deny each loan request so long as they do so on an equitable basis.
- g. Repayment shall be in equal monthly installments, fully amortized, with no final “balloon” payment. The amount of the loan, including outstanding interest, shall not participate in the earnings of the Trust allocated at each Valuation Date.
- h. Delinquent payments will be charged a fee, which is currently \$25 per delinquency for payments that are more than 15 days late. This fee is subject to change. This delinquency fee will be deducted from your Individual Account. If any payment becomes 90 days delinquent the Trustees may require that the entire loan become payable immediately.
- i. You are not required to make loan repayments while on military leave and this suspension will not be considered a distribution.

- j. In the event of the death of the Participant, the entire outstanding loan amount, including interest charges, shall be deducted from the Participant's Account prior to any distribution to his beneficiary.

### **Loans in Default**

A loan will be deemed in default if a payment remains delinquent on the last day of the calendar quarter following the calendar quarter in which the payment was due. If a loan is determined to be in default, the Trustees shall charge the Participant's Individual Account with the balance of the loan, including any outstanding interest and any costs associated with the default, such as attorney's fees. The outstanding amount of the loan will be reported to the Internal Revenue Service as a deemed distribution in the year of default. The loan shall continue to be an obligation of the Participant until it is repaid or distributed.

## **12. CAN I TAKE A HARDSHIP DISTRIBUTION?**

Yes. The Trustees understand that there can be circumstances where the assets you accumulate in this Plan may be necessary to meet an extraordinary financial hardship. The Trustees permit you to take a hardship distribution pursuant to the below rules.

### **Hardship Amount**

You can withdraw up to 50% of your funds that have been in your Profit Sharing account for at least two years, provided you do not withdraw more than \$20,000. The amount requested for a hardship distribution cannot exceed the amount required to relieve your financial hardship.

### **Purpose of Hardship Distribution**

You may request a distribution if you have a financial hardship. A financial hardship means an immediate and heavy financial need that cannot be met from any other reasonably available resources and is caused by one of the following:

- a. Medical expenses for you, your spouse or dependents not covered or paid for through insurance or any other third party;
- b. Cost of education beyond the secondary level for you, your spouse or your dependents;
- c. Cost of preventing eviction or foreclosure on your principal residence;
- d. Cost of any other demonstrated bill, including paid bills, which causes you, your spouse or your dependents present or impending want, privation or serious financial strain;
- e. Burial or funeral expenses for your spouse or dependent;
- f. Your transportation expenses associated with your travel to and from your work, including the cost for purchasing a reliable vehicle, repairing your primary vehicle, costs and fees associated with maintaining your driver's license and vehicle, or your car insurance. (A financial hardship for transportation expenses does not include your cost of gas, cosmetic changes to your vehicle, purchasing a recreational vehicle, plane tickets, Fast Track devices or ride share costs).

**Application**

You will be required to apply for a hardship distribution and provide written proof of your financial need. You may seek pre-approval of your hardship distribution application for any of the costs listed above that you reasonably expect to cause you financial hardship within the next six months. If your application is pre-approved, you may receive a withdrawal only upon furnishing the actual bill or invoice.

If you want to take a hardship distribution and the amount of your requested distribution is the lesser of \$10,000 or 50% of your account balance, then you may provide a written certification attesting to the existence of your financial hardship and that the amount requested does not exceed the amount required to relieve the financial need, without having to provide any documentation supporting the existence of such financial hardship. The Administration Office may rely on such written certification unless they have actual knowledge to the contrary.

**Conditions Applicable to Hardship Distribution**

- a. If you are under age 59 ½ on the date of your application, you may not take more than one hardship distribution per calendar year.
- b. If you are over age 59 ½ on the date of your application, you may apply for a second hardship distribution in the same calendar year, provided the second distribution meets all requirements and does not exceed \$10,000.
- c. You may not take more than three hardship distributions in your lifetime.
- d. An administrative fee of \$125 will be charged for a second hardship application.

**13. DO I PAY INCOME TAX ON MY PENSION?**

Yes. All benefits you receive from this Plan, including disability benefits, are taxable income to you. Certain lump-sum payments are subject to mandatory 20% withholding for federal income tax.

**14. MAY I ASSIGN MY BENEFITS TO ANOTHER PARTY?**

No. The only exception is in the case of a Qualified Domestic Relations Order in a divorce proceeding.

**15. HOW DO I MAINTAIN MY STATUS IN THE PLAN WHEN I WORK OUTSIDE THE JURISDICTION OF B.A.C. LOCAL NO. 3?**

The Plan has established “reciprocity agreements” with other Bricklayers and Allied Crafts Plans. When you work outside the jurisdiction of Local Union No. 3, you should inquire whether such an agreement is in effect. In this case, if you have designated B.A.C. Local 3 as your Home Trust, contributions made on your behalf will be automatically forwarded to this

Trust Fund. Monies received from a reciprocal Plan will be credited to your Individual Account on a dollar for dollar basis. You must make written application at the Union Hall designating B.A.C. Local No. 3 as your Home Trust.

## **16. CAN THE PLAN BE TERMINATED?**

The Board of Trustees intends this Plan to continue indefinitely; however, they reserve the right, subject to the provisions of the Trust Agreement and the Collective Bargaining Agreements, to terminate the Plan. In the event of Plan termination or discontinuance of Employer Contributions, each Participant shall be entitled to his/her proportional share of the Plan assets. No Plan assets shall revert back to contributing Employers.

## **17. WHAT HAPPENS IF MY INDIVIDUAL ACCOUNT FROM ANOTHER PLAN WAS MERGED INTO THIS PLAN?**

On December 31, 2019, the San Francisco Bricklayers Local No. 7 Defined Contribution Plan merged with this Plan. As of December 31, 2019, all participants and beneficiaries of the San Francisco Bricklayers Local No. 7 Defined Contribution Plan became participants and beneficiaries of this Plan. As of the merger date, the accumulated benefits are deemed to be transferred to this Plan and be 100% vested.

## **18. HOW DO I GET FURTHER INFORMATION ABOUT THE PLAN OR AN APPLICATION FOR BENEFITS?**

When you want to apply for a distribution of your Account you must contact the Administration Office at the address below. Your surviving spouse or other beneficiary who is entitled to a Qualified Pre-Retirement Survivor Annuity ("QPSA") or other benefit must also apply "to receive benefits." Address your request to the Administration Office:

B.A.C. Local No. 3  
c/o BeneSys Administrators  
P.O. Box 1607  
San Ramon, CA 94583

Your application for a distribution of your benefits cannot be approved and payments will not begin until you have completed all of the forms provided by the Administration Office. The Board of Trustees reserves the right to recover any amount of benefits paid in reliance on material information provided by the Participant or beneficiary if such information is false.

## GENERAL PROVISIONS

### DESIGNATION OF BENEFICIARY

If you are legally married, your spouse is your automatic beneficiary unless he/she waives his/her rights in writing on a form witnessed by a Plan representative or Notary Public. You should also designate a secondary beneficiary. If you are unmarried, you should designate both a primary and a secondary beneficiary.

### EFFECT OF DIVORCE ON YOUR BENEFITS

If your marriage ends in divorce, your spouse's designation as automatic beneficiary is automatically revoked. You and your spouse may agree to divide your pension benefits as part of your marital property settlement. If your former spouse is to receive any part of your pension, you must obtain a court order called a Qualified Domestic Relations Order ("QDRO"). The Plan reviews all court orders concerning your pension to determine if they are qualified under the law. The Plan does not examine the fairness of your property settlement. You and your spouse are each responsible for protecting your own interests when you agree to any QDRO. Benefit payments to your former spouse under a marital property settlement cannot begin until the earliest date you would be eligible to receive a distribution from the Plan. You can receive, without charge, a copy of the Plan's QDRO procedures from the Administration Office.

### RETURN TO COVERED EMPLOYMENT AFTER RETIREMENT

The following rules affect your benefits if you return to work in the Masonry Industry anywhere in the state of California in any trade or craft in which you were employed or self-employed while covered under this Plan.

- a. If you are receiving **monthly installment benefits** your benefits will be suspended in any month in which you engage in such employment for 40 or more hours. You should advise the Administration Office 15 days prior to the commencement of such employment. If you are requested to certify that you have not engaged in such employment and you fail to provide the requested information, your benefits will be suspended until you provide the information requested. You will be notified prior to the suspension and advised of the reason for this action.
- b. If you received the entire value of your Individual Account in a **lump sum at the time you retired**, you will not be entitled to receive distribution of any amounts accumulated in a new Account due to your return to Covered Employment until you reach age 62 and have again retired or until you are determined to be permanently disabled if earlier.

## **MILITARY SERVICE**

If you join one of the branches of the armed services of the United States or are called up for temporary military service, you should advise the Administration Office prior to your departure. If your service qualifies within the meaning of the Uniformed Services Employment and Reemployment Rights Act of 1994 or any similar law, upon your return to Covered Employment your Individual Account will be credited with contributions based on the contributions you earned during the 12 months immediately prior to your period of qualified military service.

## **LIMITATION ON BENEFITS**

Under the rules of Section 415 of the Internal Revenue Code, there are certain limitations on the maximum amount of benefits you may receive from related pension plans. There are limitations on the Defined Benefit Plan and limitations on the Defined Contribution Plan. If you think these limitations may apply to you, you should discuss the matter with the Plan Administration Office and your tax advisor.

## **DIRECT ROLLOVER OF BENEFITS TO ANOTHER QUALIFIED PENSION PLAN**

Distributions from your Individual Account may be eligible to be “rolled over” to another Qualified Plan or an Individual Retirement Account. In addition, your surviving spouse is permitted to roll over his or her benefit.

An Eligible Rollover Distribution is any distribution of all or any portion of the balance of the benefits of a Participant that is payable over less than ten years and was not due to the Participant’s attainment of age 73. If you would like to defer the payment of benefits directly to you, and therefore defer the taxation of those benefits, you need to provide the Administration Office with information regarding the retirement vehicle to which you would like to have your benefits rolled over.

In addition, you may be able to roll your account balance into a Roth IRA, provided you meet the applicable statutory requirements for such a rollover. Please consult your tax advisor if you are interested in this type of rollover.

## **DIRECT ROLLOVER INTO THE PLAN**

The Plan may accept a direct trustee-to-trustee transfer of your account from another qualified defined contribution plan subject to certain requirements. Should you be interested in such a rollover, please contact the Administration Office.

## **NON-SPOUSE ROLLOVER**

If you have a designated beneficiary who is not your spouse, then upon your death, this beneficiary may “roll over” the benefits he/she received from you into an inherited Individual Retirement Account upon approval of the Board of Trustees. This is permitted only if the

rollover is done through trustee to trustee transfer and meets the requirement of an “Eligible Rollover Distribution” as defined above.

In addition, if you happen to die before distribution of benefits then your beneficiary must complete rollovers by a certain time. The rollover may be done under a five (5) year rule which requires that the rollover be completed within five (5) years of your death. Another option for your beneficiary is to follow the life expectancy rule, which means that the rollover must be completed within one (1) year of your death.

## **MINIMUM REQUIRED DISTRIBUTIONS**

Distribution of benefits to you must commence by the later of April 1 of the calendar year following the year you attain age 73 or when you stop working. However, if you are a 5% owner of a contributing Employer you must begin receiving distributions no later than April 1 following the calendar year in which you attain age 73, regardless of whether you continue to work.

## **INTER-PLAN TRANSFERS**

The Trustees may approve a transfer of your entire account balance to another defined contribution plan if that plan has executed an inter-plan transfer agreement with the Plan. You must apply for such a transfer in writing and the transfer must be made in accordance with the terms of the inter-plan transfer agreement.

## **CLAIMS AND APPEALS PROCEDURES**

You will be notified of a denial of benefits within 90 days after you filed your claim. If the Board cannot make a decision within that time frame, you will be notified of an extension of time of up to 90 days. The extension notice will indicate the circumstances requiring an extension and the date you can expect a decision.

The following rules describe the procedure to appeal from actions of the Administration Office and from actions of the Board of Trustees.

- 1. Right of Appeal.** If your claim for benefits has been denied in whole or in part by the Administration Office or by action of the Board of Trustees, you or your authorized representative may appeal from such denial by submitting a written request for review.
  - a. Contents of Appeal.** The request for review must be in writing and must state in clear and concise terms the reason(s) you disagree with the denial. As part of the appeal procedure, you or your authorized representative may review all documents pertinent to your claim. You may choose to receive notices and services in an appropriate non-English language.
  - b. Deadline for Appeal.** The appeal must be received by the Administration Office within 60 days after receipt of the written notice of denial. Failure to submit a written request for review within 60 days after the initial denial of the claim constitutes a waiver of your right to review.



- c. Deadline for Submitting Additional Information.** The Board will allow you to amend or supplement your appeal at any time before the Board makes its decision. If you need additional time to perfect your appeal, you may ask the Board to defer making a decision. The Board will grant all requests for additional time that are received before the Board makes its decision. Once the Board's decision is made, you may not reopen your appeal unless the Board determines that you are offering new information that could not have been obtained before the decision on your appeal was made.
- d. Hearing on Appeal.** Decisions on appeals normally are based on a written record without oral testimony. The Board will authorize a hearing only if you or your authorized representative submits a written request for such a procedure, and the Board determines that a hearing would be of assistance in its deliberation. A hearing may be conducted by the full Board, by a subcommittee of the Board, or by an authorized representative of the Board. The Hearing will be conducted in a manner designed to be impartial and independent manner.
- e. Decision on Appeal.** The decision on your appeal will be made as promptly as possible. The decision may be made by the full Board or by an authorized subcommittee or other representative of the Board. If the appeal is denied, you will receive a written notice of the denial, explaining the reasons for the denial and the specific Plan provisions on which it was based.
- f. Claims for Disability Benefits.** The rules above apply to claims for disability benefits subject to the following changes:
1. You will be notified if your claim for disability benefits has been denied within 45 days after you filed your claim. If the Board cannot make a decision within that time frame, you will be notified of an extension of time of up to 60 days. If the Board needs additional information from you to make its decision, the notice of the need for an extension will list the needed information. You will have 45 days to provide such information to the Board.
  2. If your claim for disability benefits is denied, you or your authorized representative may appeal the denial within 180 days of notice of the denial. A decision on appeal will be made within the time limits outlined in section (e) above.
- 2. Board's Discretionary Authority.** The Board has full discretionary authority to interpret the Plan and Trust Agreement and all other governing documents, and to decide all factual questions incident to your appeal. This authority may be delegated to an authorized representative or representatives of the Board.
- 3. Your Benefit Rights are based on the Plan's Governing Documents as interpreted by the Board of Trustees.** No employee, dependent, beneficiary or other person shall have any right or claim to benefits under the Plan except as specified in the rules and regulations of the Board, or in

policies or contracts approved by the Board of Trustees. Any dispute as to eligibility, type, amount or duration of benefits, and any other right or claim to payments from Plan assets shall be resolved by the Board of Trustees under and pursuant to the Plan and the Trust Agreement.

**4. Legal Actions.** No action may be brought to enforce any right under the Plan until a claim therefore has been submitted to and determined by the Board of Trustees. The decision of the Board is final and binding upon all parties, and is subject to judicial review only for abuse of discretion. No legal action may be brought against the Plan more than 2 years after denial of the claim.

**5. Class Action Waiver.** By participating in the Plan, Participants, Retired Participants, Employees, and beneficiaries waive, to the fullest extent permitted by law, whether or not in court, any right to commence, be a party in any way, or be an actual or putative class member of any class, collective, or representative action arising out of or relating to any dispute, claim or controversy relating to the Fund or the Plan, and Participants, Retired Participants, Employees, and beneficiaries agree that any dispute, claim or controversy may only be initiated or maintained and decided on an individual basis

The Plan's complete Claims and Appeals Procedure can be found in Article XII, Section 12.6 of the Plan Document.

**6. Venue.** Any action in connection with the Plan shall only be brought in the United States District Court in the Northern District of California.

## **TRUSTEES' RIGHT TO AMEND THE PLAN**

It is intended that this Plan shall continue indefinitely. However, the Board of Trustees reserves the right to amend the Plan at any time, provided no such amendment shall reduce the interest of any Participant which is then vested, or divert any portion of the Plan assets to any purpose other than the payment of retirement benefits to Plan Participants and their beneficiaries.

## **STATEMENT OF ERISA RIGHTS**

As a participant in the B.A.C. Local No. 3 Defined Contribution Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, 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.

Obtain, upon written request to the plan administrator, 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 administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you 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 12 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 interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a pension benefit is denied 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 materials from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. 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. However, your right to sue may be limited if you have not exercised your right of appeal.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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. 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 at 866-444-3272.

# **EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974**

Information require by Section 102(b) of ERISA

**1. Plan Name:**

B.A.C. Local No. 3 Defined Contribution Pension Plan

**2. Name, address and telephone number of the Joint Board of Trustees maintaining the Plan:**

Board of Trustees of the B.A.C. Local No. 3 Pension Trust Fund

**3. Internal Revenue Service Plan Identification Number:**

Employer Identification Number (EIN) issued to the Board of Trustees:  
90-0888690

The Plan number assigned by the Board of Trustees is: 002

**4. Type of Plan**

Effective July 1, 2012, the Plan is a defined contribution, profit sharing plan. Prior to that date, the Plan was a defined contribution, money purchase pension plan.

**5. Type of Plan Administration**

The Plan is administered by the Joint Board of Trustees with the assistance of BeneSys Administrators, a contract administrator.

**6. Name and address of the person designated as agent for the service of legal process:**

Lisa Schwantz  
Kraw Law Group, APC  
605 Ellis Street, Suite 200  
Mountain View, CA 94043

Service of legal process may also be made upon the Board of Trustees at the Administration Office shown below or upon any individual Trustee.

**7. Name, address and telephone number of the Plan Administrator:**

The Board of Trustees is the Plan Administrator. The Board of Trustees has delegated the responsibility for the day-to-day administration of the Plan to BeneSys Administrators.

BeneSys Administrators  
925-208-9995  
Toll Free: 888-208-0250

Mailing Address:  
P.O. Box 1607  
San Ramon, CA 94583

Physical Address:  
7180 Koll Center Parkway, Suite 200  
Pleasanton, CA 94566

**8. Names and Addresses of the Trustees:**

<b>Management Trustees</b>	<b>Labor Trustees</b>
Ronald Bennett 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566	Gary Peifer 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566
Josh Estrella 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566	Ryan Ruf 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566
Tom Sneed 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566	Steve Kantoniemi 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566
Eddie Lourenco 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566	Troy Garland 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566
	Colin Johnson <i>Alternate Trustee</i> 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566

**9. Collective Bargaining Agreements:**

Contributions to this Plan are made on behalf of each Employee in accordance with Collective Bargaining Agreements between the Employers and the Union. The Administration Office will provide, upon written request, a copy of the Collective Bargaining Agreements, which are also available for examination at the Plan Administration Office and certain other locations, such as the union hall. The Administration Office will also provide, upon written request, a complete list of the employers and employee organizations sponsoring the Plan, which list is also available for

examination at the Plan Administration Office and at other specified locations, such as worksites and the union hall.

**10. Source of financing for the Plan and identity of any organization through which benefits are provided:**

All contributions to the Plan are made by Employers in accordance with Collective Bargaining Agreements with Bricklayers and Allied Crafts Local No. 3. Benefits are provided directly from the Fund's assets, which are accumulated under the provisions of the Trust Agreement. Because this is a defined contribution plan, benefits are not insured under Title IV of ERISA.

**11. Record Keeping Period:**

Pension contributions are computed quarterly for the period beginning each July 1, October 1, January 1, and April 1.

**12. Plan Year Ending Date:**

The Plan fiscal year ends June 30.