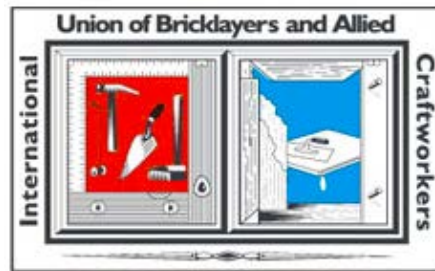


# **BRICK MASONS' PENSION PLAN**

## **SUMMARY PLAN DESCRIPTION**

**Effective October 1, 2021**



**SUMMARY PLAN DESCRIPTION OF THE  
PENSION PLAN FOR THE  
BRICK MASONS' PENSION PLAN  
October 1, 2021  
BOARD OF TRUSTEES**

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The Wagner Law Group

**CONSULTANT AND ACTUARY**

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**AUDITOR**

Lindquist, LLP

**ADMINISTRATOR**

BeneSys Administrators

## **A Message from the Board of Trustees**

### **TO ALL COVERED EMPLOYEES:**

We are pleased to provide you with this booklet explaining the benefits provided by the Brick Masons' Pension Plan (the "Plan") as of October 1, 2021, unless otherwise noted. You will want to read this booklet very carefully in order to understand your rights to a pension.

This booklet incorporates all of the changes that have been made to the Plan since the printing of the last booklet. If the facts and circumstances of a particular situation occurred prior to October 1, 2021, the provisions of the Plan in effect at the relevant date must be applied. Those provisions may be different from the Plan presently in effect and contained in this booklet.

This booklet is a summary of the Plan. The detailed rules of the Plan are contained in the Fourth Restatement of the Rules and Regulations for the Brick Masons' Pension Trust Fund (called the "Plan Document") and any amendments to that document. We have tried to explain all sections of the Plan Document as clearly as possible in this booklet. However, the Plan Document is a complicated document. In the event of any conflict between this booklet and the Plan Document, the Plan Document will prevail.

If you have any questions about the Plan or how any rule affects you or your beneficiaries, call or write to the Administrative Office. They will be happy to help you with any questions.

Please bear in mind that, for your protection, only the full Board of Trustees is authorized to interpret the Plan. Information you receive from the Union or individual Employers or their representatives is unofficial. To be official, any information or opinion concerning your rights under the Plan must be communicated to you in writing and signed on behalf of the full Board of Trustees.

Please be sure the Administrative Office has your correct current mailing address to ensure you will receive all communications.

Finally, we want to remind you that your retirement benefits are provided through two different plans: this Plan and the Bricklayers Local Union No. 4 of California Money Purchase Pension Plan (the "Money Purchase Plan"). This means that you may be eligible for benefits under this Plan and the Money Purchase Plan, unless your employment in the industry ended before May 1, 1984, in which case your benefits will only be based on this Plan. The Money Purchase Plan is discussed in a separate booklet. Depending on your past employment history, you may also be entitled to benefits under the Brick and Tile Pension Trust of the Inland Empire, which is also discussed in a separate booklet. We hope that you will find this booklet helpful and that you and your family will enjoy the protection of the Plan during your retirement years.

Sincerely,

**BOARD OF TRUSTEES**

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## **SOME TECHNICAL TERMS USED IN THIS BOOKLET**

**Administrative Office:** Any questions about your rights, benefits, responsibilities or any notice that you are required to give to the Plan or to the Board of Trustees should be addressed to the administrative office at the following address and telephone number:

**Brick Mason's Trust Funds**  
1050 Lakes Drive, Suite 120  
West Covina, CA 91790  
Tel: (626) 646-1080  
Toll-Free No: 877-516-0586  
[staff@socalbrickmasonsbenefits.org](mailto:staff@socalbrickmasonsbenefits.org)

### **Employee:**

- (a) Any employee of an Employer whose wage rate and working conditions are established by a Collective Bargaining Agreement negotiated by either the Union or the Association and any regular employee of the Union and the Trust Fund, provided contributions are paid for such individuals by the Union or Trust Fund. The term "Employee" shall not include any self-employed person or sole proprietor of a business organization which is an Employer. The term "Employee" shall also mean an individual who is employed by an Employer, such as a supervisor or estimator provided certain conditions are met as provided in Article I, section 6 of the Plan Document.

**Employer:** Any association, individual, partnership, joint venture or corporation which has agreed to be bound by the terms and provisions of the Trust Agreement and is obligated to make employer contributions to the Trust Fund in accordance with a Collective Bargaining Agreement. "Employer" may also mean any Union, signatory hereto, and the Trust Funds which make contributions hereto on behalf of its employees, unless the inclusion of said Union or Trust Fund as an Employer constitutes a violation of any applicable law or state.

**Active Participant:** The term Active Participant means an Employee who has worked 1,000 or more hours in Covered Employment in a 12 consecutive-month period. A One-Year Break in Covered Employment (see page 6) cancels your status as an Active Participant. These rules do not apply to you if you are a Pensioner or a Vested Participant. Please see page 5 for further details.

**Covered Employment:** Work under a Collective Bargaining Agreement that requires the Employer to contribute on behalf of an Employee to this Plan.

**Prohibited Employment:** Work of the same type as is covered by a Collective Bargaining Agreement that requires contributions to this Plan. Depending on the circumstances, including whether or not you are above the Normal Retirement Age, such work may result in the suspension of your pension benefits. See page **Error! Bookmark not defined.** for details.

**Plan Year:** The period from May 1 of one year to April 30 of the following year. The Plan Year is the period used to calculate Pension Credit, Vesting Service and Breaks in Covered Employment.

**Continuous Non-Covered Employment:** Employment with the same contributing Employer in a job not covered by this Plan that is continuous with your Covered Employment. The Covered Employment and non-covered employment will be considered to be continuous if there is no quit, discharge, or other termination of employment between the two types of employment.

**Contribution Date:** The date of the first Plan contributions by the Employer you were working for when Plan contributions were first made for you. Thus your Contribution Date depends on which Local Union represented you when the first Employer contribution was made for you. This is how the Contribution Date is determined:

1. For Employees covered by a Collective Bargaining Agreement with Brick Masons Local Union 2, 13, 15, or 26, the Contribution Date is May 1, 1963.
2. For Employees covered by a Collective Bargaining Agreement with Brick Masons Local Union 24, the Contribution Date is May 1, 1965.
3. For Employees covered by a Collective Bargaining Agreement with Brick Mason Local Union 20, the Contribution Date is July 1, 1966.
4. For Employees covered by a Collective Bargaining Agreement with Brick Masons Local Union 3, or 22, the Contribution Date is May 1, 1970.

On May 1, 1995, Local Union Nos. 2, 13 and 22 merged to become Local Union Nos. 4-A and 4-H. Although these Participants may have a new Local Union, they retain the Contribution Date of their original Local Union, as shown above.

**Parental Leave:** Up to 501 Hours of Service may be granted to you if your parental leave is the result of your pregnancy, the birth of your child, the placement of a child for adoption by you, or the care of a child immediately following birth or adoption by you. This includes the time involved in the trial period prior to an adoption.

**Normal Retirement Age:** At age 63 or, if later, an applicable anniversary date. That anniversary date is the earlier of (i) the 5<sup>th</sup> anniversary of participation in the Plan counting only years of participation on and after May 1, 1988, or (ii) the 10<sup>th</sup> anniversary of participation in the Plan based on all years of participation ( years before a Permanent Break in Covered Employment, described on page 7 of this booklet, are not counted in determining your anniversary date.)

**Required Beginning Date:** April 1 of the year following the calendar year in which you reach age 72.

Explanations of other technical terms and further detail will be found throughout this booklet and in the Plan Document.

## **PARTICIPATION**

### ***Initial Participation***

You will become an Active Participant in this Plan on either the May 1 or November 1 immediately following a 12-consecutive month period during which you complete at least 1,000 Hours of Service in Covered Employment. This 12-consecutive month period will begin on your first day of work in Covered Employment.

Example: If your first day of work was January 15, 2020, your initial 12-consecutive month period would begin on January 15, 2020. If you had 1,000 Hours of Service in Covered Employment between January 15, 2020 and January 14, 2021, you will become an Active Participant as of May 1, 2021.



Hours of Service in Continuous Non-Covered Employment with the same Employer will also count toward this 1,000-hour requirement.

### ***Termination of Participation***

Unless you are vested (see page 4), you will lose your Active Participant status on the last day of the Plan Year in which you incur a One-Year Break in Covered Employment (see page 6). You will not incur a Separation from Service because of any period of Qualified Military Service (see page 5).

Example (same facts as above): If you incurred a One Year Break in Covered Employment as of April 30, 2021, and you were not vested, your participation would have terminated on April 30, 2021. Breaks can only be incurred at the end of a plan year.

### ***Reinstatement of Participation***

If you lost your status as an Active Participant, your Active Participant status will be reinstated once you have at least 1,000 Hours of Service in Covered Employment within a 12-consecutive month period that begins on your first day of reemployment. If you are reinstated before incurring a Permanent Break in Covered Employment, your participation will begin retroactive to your date of reemployment.

Example (same facts as above): If you returned to work on February 1, 2020, your participation would be reinstated as of February 1, 2020, but only if you have at least 1,000 Hours of Service in Covered Employment between February 1, 2020 and January 31, 2021.

## **PENSION CREDIT**

Pension Credits are a measure of the amount of your work in Covered Employment. Pension Credits are used in determining both your eligibility for a pension and the amount of your pension.

There are two types of Pension Credit - **Past Service Credit**, which is earned for periods of work before your Contribution Date, and **Future Service Credit**, which is earned for periods of work in Covered Employment on or after your Contribution Date.

One Pension Credit represents roughly one Plan Year of work in Covered Employment. In the case of Future Service Credit, if you work fewer than the number of hours required for one full Pension Credit within a Plan Year, you will be credited with a fraction of a Pension Credit. Below is a summary of the number of hours you must work within a Plan Year to earn one Pension Credit or a fraction of one Pension Credit.

### ***Past Service Credit (for work before your Contribution Date)***

Generally, you may be entitled to receive one Past Service Credit for each Plan Year before your Contribution Date in which you worked a total of 250 hours, up to a maximum of 15 years, provided you have worked at least 100 hours in Covered Employment during the 12-consecutive month period preceding your Contribution Date.

### ***Future Service Credit (for work on or after your Contribution Date)***

You will receive Future Service Credit for work in Covered Employment after your Contribution Date in accordance with the following schedule:

Hours of Work In Covered Employment In a Plan Year	Pension Credit
Less than 100	None
100 - 199	1/10 of a year
200 - 399	2/10 of a year
400 - 559	3/10 of a year
560 - 699	4/10 of a year
700 - 839	5/10 of a year
840 - 979	6/10 of a year
980 - 1119	7/10 of a year
1120 - 1259	8/10 of a year
1260 - 1399	9/10 of a year
1400 or more	1 year

Effective May 1, 1992, if you work more than 1,400 hours in a Plan Year you will earn an additional 1/10 of a year of Pension Credit for each additional 140 hours of work over 1,400.

“Work in Covered Employment” which is counted towards meeting the 1,400 hours is each hour for which you are paid for the performance of duties with respect to Covered Employment.

“Work in Covered Employment” is not the same as “Hours of Service in Covered Employment”. You do not earn Pension Credit based on your Hours of Service in Covered Employment.

If, after May 1, 1978, you worked in Covered Employment under Collective Bargaining Agreements at a lower contribution rate than that specified in the Collective Bargaining Agreements for the Plan, you will receive prorated Future Service Credit.

For any periods after your Contribution Date during which you are both a member of a Local Union prior to such Local Union’s entry date into the Plan and are working in Covered Employment through a Local Union participating in the Plan, you will, for that period, receive either Past Service Credit through the non-participating Local Union, or Future Service Credit through the participating Local Union, whichever produces the higher benefit.

In any Plan Year after April 30, 1976, if you complete a year of Vesting Service (explained on page 4) but work less than 100 hours of Work in Covered Employment, you will receive partial Future Service Credit equal to the number of hours of Work in Covered Employment divided by 1,400.

**Example:** Let’s say that you earn 35 hours of Work in Covered Employment and then take a job with the same Employer in Continuous Non-Covered Employment and accrue at least 1,000 Hours of Service. You are then eligible to receive partial Future Service Credit. The calculation would be determined as follows: 35 divided by 1,400 = 0.025 of Future Service Credit.

### VESTING SERVICE

Vesting Service differs from Pension Credit in three ways: (1) it is earned only for work after your Contribution Date; (2) it is calculated by a different formula; and (3) it is used only to determine when you become vested in your pension.

Vesting Service is not used to determine the amount of your monthly pension. The amount of your pension is calculated on the basis of your Pension Credit.

You will receive one year of Vesting Service for each Plan Year following your Contribution Date in which you complete at least 1,000 Hours of Service in Covered Employment. If you work fewer than 1,000 Hours of Service in Covered Employment in a Plan Year, you will not earn any Vesting Service for that year. If you work more than 1,000 Hours of Service in Covered Employment in the Plan Year, you still will receive only one year of Vesting Service for that year.

“Hours of Service” which count towards meeting the 1,000 hours include: Work in Covered Employment, vacation, holiday, periods of disability, Qualified Military Service (see page 5), jury duty, layoff, illness and leave for which you were paid, or hours in Continuous Non-Covered Employment for which you received credit.

### **VESTING IN YOUR PENSION**

You will be “vested” once you have accumulated at least five (5) years of Pension Credit or five (5) years of Vesting Service not interrupted by a Permanent Break in Covered Employment. You will also be "vested" once you reach Normal Retirement Age, which is defined as the later of:

- (a) age 63,
- (b) the earlier of:
  - (1) your fifth anniversary date of plan participation, if you first participated in the Plan after May 1, 1988, or
  - (2) your tenth anniversary date of plan participation if your initial date of participation was prior to May 1, 1988.

Once you are vested, you cannot lose your accumulated Pension Credit or years of Vesting Service. You will be entitled to receive a pension starting at the permitted retirement age even if you leave Covered Employment or earn no additional Pension Credit or years of Vesting Service.

### **QUALIFIED MILITARY SERVICE**

If you satisfy the conditions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you will be entitled to have your period of military service treated as Covered Employment for purposes of accruing years of Vesting Service and Future Service Credits, as well as avoiding a Break in Service in Covered Employment. To receive credit, you must have left Covered Employment to serve in the military.

Your entitlement to benefits for time spent in military service also depends on your compliance with other legal requirements of USERRA, including the following:

- Your separation from military service must not be disqualifying under USERRA. This means that you must not have had a dishonorable or bad conduct discharge.
- The total length of your absence due to military service may not exceed five years.

Following your military service, you must return to Covered Employment within the time allowed by law (see the chart below).

<b>Length of Military Service</b>	<b>Reemployment Deadline</b>
Fewer than 31 days	1 day after discharge
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

Each full week of Qualified Military Service is equal to 40 Hours of Work/Service in Covered Employment. Future service credit is pro-rated on 40 hours if the period of Qualified Military Service is less than a full week. Until you or your Employer notifies the Administrative Office that you have met the foregoing conditions, you will not receive credit for your military service.

As the rules for crediting military service are complex, we recommend that you contact the Administrative Office before you leave and after you return from military service. If you think you may be eligible for credit for a period of military service, please provide the Administrative Office with accurate records of your service. This change is effective for veterans returning to Covered Employment on or after December 12, 1994 following a period of Qualified Military Service.

### **BREAK IN COVERED EMPLOYMENT**

If you fail to work a minimum number of Hours of Service in Covered Employment in a Plan Year, you will suffer a Break in Covered Employment. If you suffer too many consecutive Breaks in Covered Employment, you may sustain a Permanent Break in Covered Employment, which will result in the permanent loss of your previously earned Pension Credits and years of Vesting Service, unless you are already vested. You can cure a Break in Covered Employment before it becomes permanent under certain circumstances.

#### ***One-Year Break in Covered Employment***

You will incur a One-Year Break in Covered Employment if you fail to complete 100 Hours of Service in Covered Employment in a Plan Year.

“Hours of Service” for the purposes of this rule is defined under “Vesting Service,” on page 4 of this booklet.

If you incur a One-Year Break in Covered Employment, you shall cease to be an Active Participant and will temporarily lose your years of Vesting Service as of the last day of the Plan Year in which you incurred the One-Year Break in Covered Employment, unless you are vested or a pensioner. A One-Year Break in Covered Employment will also result in a temporary loss of prior years of Credit. These effects may be cured as described below.

#### ***Curing a One-Year Break in Covered Employment***

You can cure a One-Year Break in Covered Employment if, before you incur a Permanent Break in Covered Employment, you earn 100 Hours of Service in Covered Employment in a Plan Year. If a One-Year Break in Covered Employment is cured, it has the effect of restoring your previously earned Pension Credit and years of Vesting Service.

You can repair a consecutive succession of One-Year Breaks, provided they do not yet add up to a Permanent Break, in the same way: by one Plan Year with at least 100 Hours of Service in Covered Employment.

### ***Permanent Break in Covered Employment***

#### ***Service on and after May 1, 1987***

You will incur a Permanent Break in Covered Employment if you have **five (5)** consecutive One-Year Breaks in Covered Employment and the number of such One-Year Breaks in Covered Employment equals or exceeds the number of years of Vesting Service that you have previously accumulated. If you incur a Permanent Break in Covered Employment, you will permanently lose all of your previously earned Pension Credits and years of Vesting Service.

Example: You have earned three (3) years of Vesting Service. You then have five successive One-Year Breaks in Covered Employment (because in each of those five consecutive years, you did not have 100 Hours of Service in Covered Employment) and the number of One-Year Breaks in Covered Employment exceeds the number of accumulated years of Vesting Service. Since you have incurred five (5) One-Year Breaks in Covered Employment, you have a Permanent Break in Covered Employment and all of your years of Vesting Service and Pension Credit is permanently forfeited.

Please note that once you have become vested (see page 5), you cannot suffer a Permanent Break in Covered Employment.

#### ***Service before May 1, 1987***

If you do not have at least one hour of service in covered employment on or after May 1, 1987, the plan's earlier break in covered employment rules will apply to you and you should contact the administrative office for more information.

### **SEPARATION FROM COVERED EMPLOYMENT**

The calculation of pension benefits under this Plan is subject to the rule on Separation from Covered Employment.

You will incur a Separation from Covered Employment if you suffer three (3) consecutive One-Year Breaks in Covered Employment (One-Year Break in Covered Employment is explained on page 6). You will be considered to be "separated" as of the end of such three-year period. Once you've incurred a Separation from Covered Employment, your benefit amount is "frozen" at the benefit rate in effect at the time of your separation. If you later return to work in Covered Employment and earn additional Pension Credit, your pension benefit for such additional Pension Credits will be calculated based on the benefit rate in effect at the time of your retirement or subsequent separation, if any. However, your "frozen" benefit amount will not be increased due to such return to Covered Employment.

### **TYPES OF PENSIONS**

Several types of pension are available under this Plan: Regular Pension, Early Retirement Pension, Service Pension, Vested Pension, and Disability Pension. Requirements for the different types of pension vary and so do rates of payment. The Administrative Office can tell you about your eligibility and explain the various factors that should be considered when you are ready to think about retirement.

This section describes the types of pensions and the service, age and other requirements for each. You are not entitled to the payment of more than one type of Pension at a time.

The amount of the monthly pension payment with each type will vary depending upon when your Pension Credits were earned, when you apply for your pension, and the options you select.

The pension amounts specified in this section are based on single life protection and will be reduced for the Husband-and-Wife Pension (see page 155).

## ***I. Regular Pension***

### **Eligibility**

Upon application and retirement, you will be eligible for a Regular Pension if you meet all of the following requirements:

- (1) You are at least age 62; and
- (2) You have at least five (5) Future Service Credits since your most recent Permanent Break in Covered Employment. Pension Amount

The monthly amount of a Regular Pension is equal to the sum of:

- (1) \$6.00 for each full year of Past Service Credit; plus
- (2) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned before May 1, 1981; plus
- (3) \$125.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned from May 1, 1981 through April 30, 2005; plus
- (4) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned from May 1, 2005 through April 30, 2009; plus
- (5) \$60.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned from May 1, 2009 through December 31, 2017, plus
- (6) \$80.00 for each full year (and proportionately less for fractional years) of Future Service Credit earned on or after January 1, 2018.

Different rates apply for pensions commencing (or frozen under a Separation from Covered Employment as described in page 7) prior to May 1, 1998. Please contact the Administrative Office for the applicable rate.

If the monthly amount so determined is not a multiple of 50 cents, it shall be rounded to the next higher multiple of 50 cents.

### **Delayed Retirement**

This section describes how your benefits are calculated, if applicable, during the period you work after Normal Retirement Age, but before the Required Beginning Date. If the effective date of your pension is after Normal Retirement Age (generally age 63, see page 2), and you did not work more than 40 hours in prohibited employment in each month between Normal Retirement Age and the effective date, your benefit will be calculated differently. It will be adjusted so that you receive the greater of:

- (1) the benefit calculated on the basis of your Pension Credit earned at the time of your actual retirement and the benefit formula in effect at that time; or
- (2) the benefit you would have received if you had retired at Normal Retirement Age, calculated using your Pension Credit as of that date and the benefit formula in effect at that time, actuarially increased for each complete calendar month after

your Normal Retirement Age in which you worked less than 40 hours in prohibited employment (see page **Error! Bookmark not defined.**7). The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age, and 1.5% per month for each month thereafter.

You will receive the greater of the benefit accrual under paragraph (1) or the actuarial increase under paragraph (2), but not both. For example: You have 25 years of Future Service Credits earned when you reach Normal Retirement Age on January 1, 2018. Instead of retiring, you continue to work sporadically. During the next two years, you earn an additional two Pension Credits, but had nine months in which you worked less than 40 hours in prohibited employment. Your benefit (without taking into account payment options or a Separation from Covered Employment) would be the greater of:

27 total years of Pension Credit on January 1, 2020:

(2 years x \$80.00)	=	\$160.00
(9 years x \$60.00)	=	\$540.00
(4 years x \$80.00)	=	\$320.00
(12 years x \$125.00)	=	\$1,500.00
		<b>\$2,520.00</b>

OR

25 total years of Pension Credit at Normal Retirement Age (January 1, 2018)

(9 years x \$60.00)	=	\$540.00
(4 years x \$80.00)	=	\$320.00
(12 years x \$125.00)	=	\$1,500.00
		<b>\$2,360.00</b>

Plus an actuarial increase for the 9 months in which you worked less than 40 hours

9 months x 1%	=	9%
\$2,360.00 x 9%	=	\$212.40
\$212.40 + \$2,360	=	\$2,572.40

Since the benefit is greater under the second method (using 25 years of Pension Credit), the benefit for delayed retirement in this case would be \$2,572.40. When considering when to begin receiving your pension, remember that although you can usually receive a regular (unreduced) pension at age 62, your actuarial increase for a delayed pension does not begin until your Normal Retirement Age (usually age 63).

Also, please remember that you must begin your pension no later than April 1 of the calendar year following the calendar year in which you turn 72.

## ***II. Early Retirement Pension***

If you wish to retire before age 62, you may retire on an Early Retirement Pension as early as age 55 if you are otherwise eligible. Monthly payments for an Early Retirement Pension will be lower than a Regular Pension depending on your age at retirement and the amount of Pension Credit you have at the time.

## Eligibility

Upon application and retirement, you will be eligible for an Early Retirement Pension if you meet all of the following requirements:

- (1) You are at least age 55 and have not yet attained age 62; and
- (2) You have at least 5 Future Service Credits since your most recent Permanent Break in Covered Employment.

## Pension Amount

With an Early Retirement Pension, you will receive less than a Regular Pension payment because you are retiring at an earlier age and, therefore, you will likely be paid a pension for a longer period of time. The amount of the reduction depends on your age when your pension becomes effective.

To determine what your monthly payments will be with an Early Retirement Pension, the first step is to figure out what the monthly amount would be if you were age 62 and retiring on a Regular Pension with the same amount of Pension Credit you have now. The second step is to determine the percentage adjustment to the Regular Pension amount based upon your age at retirement. The third step is to multiply the amount you would receive as a Regular Pension by the percentage that corresponds to your age at the time your pension becomes effective.

The percentage of a Regular Pension amount you will receive if you take an Early Retirement Pension is shown in the following table:

Age of Effective Date of Pension	Percentage of Regular Pension
55	64%
56	70%
57	76%
58	82%
59	88%
60	94%
61	97%

If you are somewhere between age levels on your pension effective date, the percentage will be adjusted by  $\frac{1}{2}$  of 1% for each month you are younger than age 60 and  $\frac{1}{4}$  of 1% for each month you are older than age 60, but younger than age 62 on the effective date of your Early Retirement Pension.

Example: You are unmarried and have 28 years of Future Service Credit, of which 13 are between May 1, 1981 and May 1, 2005, 4 are between May 1, 2005 and May 1, 2009, 9 are between May 1, 2009 and January 1, 2018, and 2 are after January 1, 2018 when you reach age 59 and decide to retire.

If you had waited until you were age 62 and retired on a Regular Pension with the same Pension Credits, you would receive \$2,645.00 per month (13 years x \$125.00 + 4 years x \$80.00 + 9 years x \$60.00 + 2 years x \$80.00). Since you want an Early Retirement Pension with payments starting at age 59, your monthly



payment will be 88% of that amount (see table). Multiplying \$2,645 by 88% yields \$2,328.00, which is your lifetime monthly pension payment.

### ***III. Service Pension***

#### **Eligibility**

If you are an Active Participant on or after May 1, 1991, upon application and retirement, you will be eligible for a Service Pension if you meet all of the following requirements:

- (1) You are at least age 55; and
- (2) You have at least 30 years of Pension Credit.

#### **Pension Amount**

The monthly amount of the Service Pension is calculated in the same way as the monthly Regular Pension amount that you would be entitled to receive if you were age 62 at retirement. There is no reduction for age.

***Please note: the Service Pension is not available if you retired before May 1, 1991.***

### ***IV. Vested Pension***

#### **Eligibility**

Upon application and retirement, you will be eligible for a Vested Pension if you meet any one of the following requirements:

- (1) You have 5 years of Vesting Service; or
- (2) You have 5 years of Future Service Credit; or
- (3) You have reached Normal Retirement Age.

#### **Commencement of Pension Payments**

If you are eligible for a Vested Pension, it shall be payable upon retirement after:

- (1) You have reached age 63; or
- (2) You have reached Normal Retirement Age; or
- (3) You have attained age 55 and have at least 5 Future Service Credits without a Break in Covered Employment.

#### **Pension Amount**

If your Vested Pension payments begin when you are age 63, the monthly amount will be calculated in the same way as the monthly amount of the Regular Pension. However, if your Vested Pension payments begin after you reach age 55 but before you reach age 63, the monthly amount will be calculated in the same way as the monthly amount of the Early Retirement Pension.

### ***V. Disability Pension***

#### **Eligibility**

Upon application and retirement, you will be eligible for a Disability Pension if you meet all of the following requirements:

- (1) You are totally disabled, as defined by the Plan; and
- (2) You have not yet reached age 63; and

- (3) You have at least 10 Pension Credits.

### **Definition and Proof of Total Disability**

You are deemed “totally disabled” upon a determination by the Social Security Administration that you are entitled to Social Security Disability Benefits.

To prove that you are totally disabled, you must submit to the Administrative Office the determination by the Social Security Administration that you are entitled to Social Security Disability Benefits. Evidence of continued entitlement may be required from time to time.

### **Pension Amount**

The monthly amount of a Disability Pension will be calculated in the same manner as the monthly amount of the Regular Pension to which you would be entitled if you were age 63 when you became disabled based on the number of years of Pension Credit earned up to the time of your disablement. There is no reduction for age.

### **Procedures and Effective Date for Disability Pension Payments**

Disability Pension payments will be effective on the same date that your Social Security Disability Benefits become payable, provided you file your application for a Disability Pension and a copy of your notice of entitlement to Social Security Disability Benefits within 60 days after you receive such notice of entitlement.

If you file your application more than 60 days after you receive your notice of entitlement to Social Security Disability Benefits, your Disability Pension will not be effective until the first of the month after your application and notice of entitlement is received by the Administrative Office.

It is best to file your application for Disability Pension with the Administrative Office at the same time you apply to the U.S. Government for Social Security Disability Benefits - and then submit your notice of entitlement promptly when it is received - to make sure pension payments become effective as early as possible.

### **Recovery of a Disability Pensioner**

If you lose your entitlement to Social Security Disability Benefits before you reach age 63, you must notify this fact in writing to the Administrative Office within 21 days of the date you receive notice of the loss of entitlement to Social Security Disability Benefits. Failure to provide this notice to the Administrative Office within this time will delay the resumption of your pension benefits for at least 6 months after your subsequent retirement, but no later than beyond your Normal Retirement Age.

If you return to work in Covered Employment after your recovery, any additional Pension Credit and Years of Vesting Service you earn will be added to the credits you earned before you became disabled.

### **Changing an Early Retirement Pension to a Disability Pension**

If you apply for a Disability Pension but haven't yet received your notice of entitlement to Social Security Disability Benefits, you may elect to receive an Early Retirement Pension, provided you are otherwise eligible (see page 10). Once you are granted Social Security Disability Benefits, you may be able to change your Early Retirement Pension to a Disability Pension, provided you were disabled on the date you filed your original application for pension. Your request to change the form of pension must be in writing and filed with the Administrative Office, along with a copy of the notice of entitlement to Social Security Disability Benefits, within 90 days of the date of the notice of entitlement issued by the Social Security Administration.

If you file the request after 90 days of the date of the notice of entitlement is issued by the Social Security Administration or you cannot demonstrate to the Board of Trustees that you were disabled when you filed your original pension application, you may not change the type of pension you are receiving from the Plan to a Disability Pension.

Disability Pension payments will continue for as long as you are totally disabled, except that once you reach age 63, your Disability Pension benefit will continue regardless of whether or not you remain totally disabled as long as you remain retired.

## **PENSION RECIPROCITY**

The Pension Plan has entered into Pension Reciprocity Agreements (the “Reciprocity Agreements”) with certain other Brick and Tile local unions. The Agreement provides for money-follows-the-person reciprocity, which means that a Brick or Tile layer who travels and works temporarily in signatory jurisdictions outside of his or her Home Trust (defined below) can have contributions made on his or her behalf forwarded to his or her Home Trust. In order to understand how the Agreement works, it is important to first become familiar with a few technical terms that are used frequently in the Agreement. These terms include:

- (1) **Home Trust:** as applied to a particular employee, means the Participating Trust established in the jurisdiction in which the employee first had pension contributions made on his or her behalf.
- (2) **Work Trust:** as applied to a particular employee, means any Participating Trust, other than the employee’s Home Trust, in whose jurisdiction the employee happens to be working.

### **Eligibility**

Under the terms of the Agreement, a Brick or Tile layer is eligible to have the contributions that are made on his or her behalf transferred to his or her Home Trust if he or she:

- (1) is temporarily employed outside the jurisdiction of his or her Home Trust and within the jurisdiction of a Work Trust; and
- (2) has filed a written authorization form electing to have contributions made on his or her behalf transferred to his or her Home Trust prior to commencing such temporary employment.

Upon receipt of these contributions, the Home Trust credits the Employer contributions and hours received in accordance with the Home Trust’s provisions.

The Pension Plan is also signatory to the International Reciprocal Agreement for Bricklayers and Allied Craftworkers Defined Contribution and Defined Benefit Pension Plans.

For more information about pension reciprocity, please review the Reciprocity Policy for the Brick Masons’ Trust Funds which can be obtained by contacting the Administrative Office, or if you would like to find out if a particular local union is party to these Reciprocity Agreements, please contact the Administrative Office.

## **FORMS OF PENSION PAYMENT**

The Plan pays a monthly pension in the following forms: Single Life Annuity, “Qualified Optional Survivor Annuity” (QOSA), and Husband-and-Wife Pension. The monthly pension amounts given in the preceding sections and examples are based on the Single Life Annuity form of payment.

## **SINGLE LIFE ANNUITY**

The Single Life Annuity provides an unreduced monthly pension to you for your lifetime. All benefit payments cease after your death.

If you are single, this is the automatic form of pension payment. If you are married, this form of pension is only available if you and your spouse reject the Husband-and-Wife Pension.

## **THE QUALIFIED OPTIONAL SURVIVOR ANNUITY**

If you are married, the Qualified Optional Survivor Annuity provides a lifetime pension for you and, after your death, a lifetime pension for your surviving spouse equal to 75% of the monthly amount you received.

Since the Qualified Optional Survivor Annuity is expected to provide pension benefits over two lifetimes, benefit levels are adjusted accordingly. During your lifetime, your monthly benefits will be at a lower level than under the Single Life Annuity. The amount of the benefit reduction depends on the difference in age between you and your spouse. If your spouse is much younger than you, benefits will be reduced more than if you and your spouse are close to the same age or if your spouse is older than you are. The reason is that, statistically, a younger spouse is likely to live longer and therefore receive more benefit from this added protection. Here are the formulas:

### ***Non-Disability Pensions***

If you are eligible for any type of pension other than a Disability Pension, your Single Life Annuity will be reduced for the Qualified Optional Survivor Annuity by multiplying it by 85% minus .5% for each year your spouse is younger than you or plus .5% for each year your spouse is older than you. The maximum percentage is 100%.

### ***Disability Pensions***

If you are eligible for a Disability Pension, your Single Life Annuity will be reduced for the Qualified Optional Survivor Annuity by multiplying it by 70% minus .5% for each year your spouse is younger than you or plus .5% for each year your spouse is older than you. The maximum percentage is 100%.

Example: Let's say you are eligible for a Regular Pension of \$900.00 per month, and you are 62 years old, and your spouse is 57 years old. In order to determine the monthly amount you would receive under the Qualified Optional Survivor Annuity, you first determine how many years younger or older your spouse is than you and multiply that number of years by .5%. In this case, your spouse is 5 years younger, so you would multiply 5 years by .5%, which equals 2.5%. Since your spouse is younger than you, you must subtract 2.5% from 85%, which equals 82.5%. Therefore, your Regular Pension of \$900.00 is multiplied by 82.5%, which equals \$742.50. This is the monthly pension amount you would receive for the rest of your life under the Qualified Optional Survivor Annuity. Upon your death, your surviving spouse would receive 75% of that amount, or \$556.88, for the remainder of her life.

If you are unable to determine the amount of your Qualified Optional Survivor Annuity, you can contact the Administrative Office. They will be happy to help you with the calculation.

## THE HUSBAND AND WIFE PENSION

If you are married, the Husband-and-Wife Pension provides a lifetime pension for you and, after your death, a lifetime pension for your surviving spouse equal to 50% of the monthly amount you received.

Since the Husband-and-Wife Pension is expected to provide pension benefits over two lifetimes, benefit levels are adjusted accordingly. During your lifetime, your monthly benefits will be at a lower level than under the Single Life Annuity. The amount of the benefit reduction depends on the difference in age between you and your spouse. If your spouse is much younger than you, benefits will be reduced more than if you and your spouse are close to the same age or if your spouse is older than you are. The reason is that, statistically, a younger spouse is likely to live longer and therefore receive more benefit from this added protection. Here are the formulas:

### ***Non-Disability Pensions***

If you are eligible for any type of pension other than a Disability Pension, your Single Life Annuity will be reduced for the Husband-and-Wife Pension by multiplying it by 89% minus .4% for each year your spouse is younger than you or plus .4% for each year your spouse is older than you. The maximum percentage is 100%.

### ***Disability Pensions***

If you are eligible for a Disability Pension, your Single Life Annuity will be reduced for the Husband-and-Wife Pension by multiplying it by 79% minus .4% for each year your spouse is younger than you or plus .4% for each year your spouse is older than you. The maximum percentage is 100%.

Example: Let's say you are eligible for a Regular Pension of \$900.00 per month, and you are 62 years old, and your spouse is 57 years old. In order to determine the monthly amount you would receive under the Husband-and-Wife Pension, you first determine how many years younger or older your spouse is than you and multiply that number of years by .4%. In this case, your spouse is 5 years younger, so you would multiply 5 years by .4%, which equals 2%. Since your spouse is younger than you, you must subtract 2% from 89%, which equals 87%. Therefore, your Regular Pension of \$900.00 is multiplied by 87%, which equals \$783.00. This is the monthly pension amount you would receive for the rest of your life under the Husband-and-Wife Pension. Upon your death, your surviving spouse would receive 50% of that amount, or \$391.50, for the remainder of her life.

If you are unable to determine the amount of your Husband-and-Wife Pension, you can contact the Administrative Office. They will be happy to help you with the calculation.

### ***Automatic Form of Payment***

If you are married when you retire, your pension will **automatically** be paid in the form of a Husband-and-Wife Pension unless you and your spouse reject this form of payment. Your rejection must be in writing on a form required by the Trustees, contain the signatures of you and your spouse, acknowledge the effect of the rejection, be notarized, and be submitted to the Administrative Office.

If you do not timely reject the Husband-and-Wife Pension, your payments will be made on this basis. If, on the other hand, you and your spouse timely reject the Husband-and-Wife Pension, you must elect either a Single Life Annuity or a Qualified Optional Survivor Annuity. If you

elect a Single Life Annuity, death benefits may be payable upon your death to your spouse under the Pensioner's 60-Month Guarantee of Benefits described on page 17.

When you (a married Participant) file a pension application, the Administrative Office will provide you with a written statement of what the monthly benefit will be under a Single Life Annuity, a Qualified Optional Survivor Annuity, and a Husband-and-Wife Pension, as well as a detailed explanation of your right to change payment options.

Once payments have started on a Qualified Optional Survivor Annuity or a Husband-and-Wife Pension, the monthly benefits must continue on that basis, even if the marriage is dissolved or if your spouse should die before you.

### ***Pre-Retirement Husband-and-Wife Pension***

If you are vested and die before retirement, your surviving spouse will automatically be entitled to benefits under a Pre-Retirement Husband-and-Wife Pension.

If you are age 55 or older on the date of your death, your surviving spouse will receive a monthly benefit equal to 50% of the amount that would have been payable to you if you had retired on a Husband-and-Wife Pension on the day before your death. If application for payment is filed with the Administrative Office, benefits to your surviving spouse will begin on the first of the month following the month in which you died.

Example: If you die in December of 2020 at a time when you would have been eligible for a Regular Husband-and-Wife Pension of \$1,000.00 per month (had you retired), your spouse will be entitled to receive a monthly benefit of \$500.00 effective January of 2021 for her lifetime.

If you are younger than age 55 on the date of your death, your spouse will receive a monthly benefit equal to 50% of the amount that would have been payable to you if you had stopped working on the date of your death, then lived to age 55 and retired on Husband-and-Wife Pension at that time. If application for payment is filed with the Administrative Office, benefits to your surviving spouse will begin on the first of the month following the month in which you died.

### ***Rules for Payment of Husband-and-Wife Pension***

- If you are married when you retire, your pension benefits will automatically be paid in the form a Husband-and-Wife Pension unless you and your spouse file a notarized statement with the Administrative Office electing a Single Life Annuity.
- The Husband-and-Wife Pension is only available if you and your spouse are legally married to each other when your pension payments begin.
- Once Husband-and-Wife Pension payments begin, the monthly amount paid to you will not be increased if (1) your spouse dies before you or (2) your marriage is subsequently terminated.
- Payments to a surviving spouse continue for life; they do not stop even if she (or he) remarries.
- If your spouse dies before you, all pension payments stop with your death.
- If benefit payments have not begun by April 1 of the year following the calendar year in which you attain age 72, they must begin on that date, regardless of your work status.

## **DEATH BENEFITS**

Death Benefits may be payable under the Pension Plan to your surviving spouse upon your death or to your designated beneficiary if you are unmarried upon your death. In order for your beneficiary to receive a benefit upon your death, you must file a form with the Administrative Office designating your beneficiary. You must also update the Administrative Office if you choose to change your designated beneficiary.

### ***Pre-retirement 60-Month Payment Death Benefit***

The pre-retirement 60-month payment death benefit is available to your surviving spouse if you are vested and die before retirement. In this case, your surviving spouse will receive 60 monthly payments in the regular amount you would have received had you retired at age 63 the day before you died. Payments will cease upon your spouse's death even if 60 monthly payments have not yet been paid by the Plan.

Benefits in this form will not be payable if payments are due under the pre-retirement Husband-and-Wife Pension unless your surviving spouse elects, within 90 days after being given written notice from the Plan, to receive this benefit instead of the Husband-and-Wife Pension. If the surviving spouse elects to receive this benefit instead of the Husband-and-Wife Pension and if the actuarial present value of the Husband-and-Wife Pension is greater than the actuarial present value of the 60 monthly payments, then the amount of the 60 monthly payments will be increased so that their actuarial present value equals that of the Husband-and-Wife Pension.

### ***Pre-Retirement Benefit for Unmarried Pensioner***

If you are not married and you die before your Annuity Starting Date, your designated beneficiary shall receive a lump sum equal \$300 for each Year of Vesting Service that you had accrued under the Plan at the time of your death. The maximum benefit payable is \$12,000.

### ***Pensioner's 60-Month Guarantee of Benefits***

The Pension Plan provides a five-year (60-month) guarantee feature, which means if a Pensioner dies before he or she has received 60 monthly pension payments, his or her monthly payments will be continued to his or her surviving spouse, if any, until a total of 60 monthly payments have been made to the Pensioner and his or her surviving spouse. This guarantee feature is not available if payments are due under the Husband-and-Wife Pension, the Qualified Optional Survivor Annuity, or the Basic Pension.

## **SUSPENSION OF PENSION PAYMENTS FOR CERTAIN EMPLOYMENT AFTER RETIREMENT**

In order to receive monthly pension payments from this Plan, you must retire, and you cannot work in employment prohibited by the Plan, as described below. If you work in such prohibited employment, your monthly pension will be suspended until you stop such work, and possibly for longer periods as described below.

***Before Normal Retirement Age*** (generally age 63, but see page 2 for details):

Prohibited employment before age 63 is work anywhere for wages or profit in the type of work covered under the Collective Bargaining Agreement. To be considered retired and entitled to a pension under this Plan before you have attained Normal Retirement Age, you must withdraw completely and refrain from any employment for wages or profit in the type work: (1) included in any Collective Bargaining Agreement wherever such employment or activity may be performed; or (2) for any work classification on which employer contributions were paid.

Any employment that results in an employee becoming an “Employee” as defined in Article I, Section 6(b) of the Plan Document (and as summarized on page 1) will also be considered to be prohibited employment as described above. Any employment resulting in Employee status under the Article I, Section 6(b) of the Plan Document that commenced prior to May 1, 2014, will not be considered to be prohibited employment as long as such employment continues without interruption.

### ***After Normal Retirement Age but before Required Beginning Date***

Prohibited employment after attaining age 63 is forty (40) or more hours per month of work in the same industry, in the same trade or craft, and in the State of California. This 40 or more hours per month includes self-employment as well as work as an Employee.

For the purposes of this subsection:

- (1) The “same industry” means any business activity of any Employer, including self-employment that includes any employment which was covered by the Collective Bargaining Agreement when your pension payment commenced.
- (2) The “same trade or craft” means an occupation utilizing the same skill(s) and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s).
- (3) The “same geographic area” means the State of California.
- (4) Any employment that results in an employee becoming an “Employee” as defined in the Plan Document (and as noted above) will be considered to be in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan. Any employment resulting in Employee status as defined in the Plan Document that commenced prior to May 1, 2014 and does not otherwise meet all these requirements, will not be considered to do so for as long as it continues without interruption.

### ***No Suspension After the Required Beginning Date***

Starting on your Required Beginning Date, there are no restrictions on the type of work you may perform while receiving pension payments from this Plan. If you continue working, the actuarial value of your pension may be adjusted, but under no circumstances will it cause a reduction in the benefit to which you were already entitled.

### ***Suspension of Pension Payments***

If you retire and then later work in prohibited employment, you must notify the Administrative Office, in writing, within 21 days after you start such work.



Your pension payments will be suspended if you work in prohibited employment as follows:

If you are younger than age 63 (or Normal Retirement Age, if later), your pension payments will be suspended for each month you are employed and for an additional period of six months after you end the prohibited employment, but not beyond Normal Retirement Age. (Review the definition of prohibited employment before Normal Retirement Age that begins on page 17.) If you fail to timely notify the Administrative Office that you are working in prohibited employment as required, your pension payments will be suspended for an additional period of 6 months (for a total of 12 months in all following the end of your prohibited employment).

If you are between age 63 (or Normal Retirement Age, if later) and your Required Beginning Date, your pension payments will be suspended for each month in which you work forty (40) or more hours in prohibited employment (as defined under “After Normal Retirement Age but before Required Beginning Date”) as described on page 20). If you fail to timely notify the Administrative Office as required, and the Trustees become aware that you may be working in prohibited employment, it will be presumed that you are so employed for forty (40) or more hours each month, unless and until you provide evidence to the contrary.

### ***Other Important Information about Suspension of Benefits***

The Administrative Office will inform you of any suspension of benefits by providing you with a written notice during the first calendar month in which your pension benefits are withheld.

If your pension benefits are suspended, you have the right to appeal to the Trustees. The appeal must be in writing and filed with the Administrative Office within 60 days of the date on the notice of suspension. (See page 211 for details on your appeal rights.)

The Trustees will recover the amount of any pension payment(s) made which should have been suspended. This recovery will be made by a request for an immediate return of the total amount of the overpayment or through offset against future monthly pension payments.

If your pension payments have been suspended, you must notify the Administrative Office, in writing, when your prohibited employment has ended. Pension payments will not begin until the Administrative Office has received such notice. When the Administrative Office receives the notice, they will examine the circumstances of the employment and advise you how the recovery of any improperly made payments will be scheduled.

If your pension is suspended due to work in prohibited employment, you will continue to earn Pension Credits until you retire again, subject to the conditions set out in section 10 of Article VII of the Plan Document. Upon your subsequent retirement, your pension will be re-calculated based upon any additional earned Pension Credits and your age. Your pension amount will also be actuarially adjusted in accordance with the Plan.

If you have any questions as to whether a job you plan to take will cause a suspension, please contact the Administrative Office in advance of taking that job, name the employer for whom you intend to work, and describe the job you propose to perform. You will be advised if the job will cause a suspension of benefits.

## **HOW TO APPLY FOR BENEFITS**

The first step in applying for your pension is to request an application from the Administrative Office.

You may obtain information from the Administrative Office about your Pension Credits, benefits, choices and any other information that will help you make your decisions and complete your application.

You will be considered as having applied for pension only when the Administrative Office receives your application. Payments cannot begin before the Administrative Office receives and processes your application.

You must provide the Administrative Office with a copy of your birth certificate or other proof of your date of birth. If you are retiring on a Husband-and-Wife Pension or a Qualified Optional Survivor Annuity, you must also submit proof of marriage and of your spouse's date of birth. If you are divorced, you must submit your divorce decree. If your spouse is deceased, you must submit a copy of their death certificate. If you are applying for a Disability Pension, you must also provide the Administrative Office with proof of disability. This proof is the notice of entitlement to Social Security Disability benefits that you receive from the U.S. Social Security Administration. Remember that in order for your Disability Pension to be effective when your Social Security Disability benefits are first payable, you must submit this notice of entitlement to Social Security Disability benefits and your application for a Disability Pension to the Administrative Office within 60 days of receiving the notice of entitlement.

### ***Automatic Lump Sum Payment***

If, at the time your pension is to be effective, the actuarial value of your lifetime pension benefit is \$1,000 or less, then your benefits will automatically be paid in a lump sum payment and no other method of payment will be available. However, a lump sum payment will not be made to your surviving spouse without his or her consent.

### ***If You Are Age 63 and Do Not Apply For Benefits***

In accordance with federal law, your benefits will be suspended if you continue to work in prohibited employment (see page **Error! Bookmark not defined.**) after Normal Retirement Age (generally age 63, but see page 2) but before the Required Beginning Date. This means that if you do not apply for benefits when you reach age 63, pension payments will be considered formally suspended for every month after Normal Retirement Age in which you work 40 or more hours in prohibited employment. You will continue to accrue Pension Credit based on the hours you work in Covered Employment. When you retire, your pension will be calculated as a delayed retirement as described on page 8. In order to make it possible for us to do this calculation accurately, you will have to attest to the number of hours you worked in prohibited employment for each month since the month of your 63<sup>rd</sup> birthday.

### ***Application for Death Benefits***

Your surviving spouse must file a Death Benefit Application with the Administrative Office for any benefits that may be payable. A blank application form can be obtained at the Administrative Office. A certified copy of the Participant's death certificate must be included with the completed application.

If you are unmarried at the time of your death, your designated beneficiary may receive a benefit as described on page above. In order for your beneficiary to receive a benefit upon your death, you must file a form with the Administrative Office designating your beneficiary. You must also update the Administrative Office if you choose to change your designated beneficiary.

For payments to begin with minimum delay, your spouse or a properly authorized representative should contact the Administrative Office as soon as possible after your death. The Administrative Office will provide information to your spouse or representative regarding eligibility and possible benefits due your surviving spouse.

### ***Domestic Relations Orders/Divorce Decrees***

The Plan recognizes Qualified Domestic Relations Orders (QDROs) and makes payments as directed by any such QDRO to any spouse, former spouse, child, or other dependent (called an “alternate payee”) of a Participant specified by the QDRO.

A QDRO is any domestic relations order, such as a divorce decree, which creates or recognizes an alternate payee’s right to, or assigns to an alternate payee the right to receive, all or a portion of the benefits payable to a Participant under the Plan. Any lawful judgment, decree, order, or property settlement agreement is a domestic relations order if it relates to the provision of child support, alimony payments, or marital property of a spouse, former spouse, child or other dependent of a Participant and is made pursuant to state domestic relations law.

The Trustees cannot recognize or honor a domestic relations order, such as a divorce decree, which attempts to divide a pension, unless the Plan determines that the order is a QDRO, i.e., it contains certain information and otherwise complies with federal law. If you are contemplating a divorce or are a party to any other domestic relations action which may involve the Trust Fund, you should contact the Administrative Office for additional information before any such domestic relations order or decree is signed by the judge and eventually submit the order to the Plan for its review.

The Trustees have adopted formal procedures for the treatment of domestic relations orders received by the Plan, and a copy of these procedures is available upon request and without charge from the Administrative Office.

### ***Federal Income Tax Withholding; Rollover to Other Qualified Account***

If you receive payment in a lump sum, the Trust is required by law to withhold 20% of your distribution for Federal income taxes unless you rollover your distribution into an individual retirement account (IRA) or other qualified retirement plan. While monthly annuity payments are subject to income tax, there is no required withholding by the Trust. You should consult with your own financial and/or tax advisor to select the best approach.

## **CLAIMS AND APPEALS PROCEDURES**

This Section explains the Plan’s claims and appeals procedures. .

### ***Where to File a Claim or an Appeal***

All claims and appeals must be filed in writing with the Administrative Office.

### ***Authorized Representatives***

Your authorized representative may file a claim or an appeal on your behalf. If you are a parent (natural or adoptive), you may speak on behalf of a beneficiary who is your minor child. All other individuals must supply the Administrative Office with evidence that they are authorized to speak on your behalf, such as a court order, a “Power of Attorney,” or a similar document expressing the representative capacity.

### ***Claim Determination Consistency***

Each claim and appeal will be decided in accordance with the governing plan documents, and these plan provisions will be applied consistently with respect to you and other similarly-situated claimants.

### ***Filing of Claims***

First, you should contact the Administrative Office and request the appropriate benefit application forms. The Administrative Office will mail the appropriate application forms to you.

A claim is deemed to be filed when the signed benefit application form is received by the Administrative Office, even though additional information may be required before your claim can be decided. The Administrative Office will notify you if additional information is needed.

### ***Review of Claim***

All claims are initially reviewed by the Plan, and notice of the Plan's decision will be given to you within 90 days after your claim is filed (45 days in the case of a disability benefit). This period may be extended one time by the Plan for up to 90 additional days (30 days in the case of a disability benefit), provided that the Plan both: (1) determines that special circumstances require the extension; and (2) notifies you, prior to the expiration of the initial period, of the circumstances requiring the extension of time and the date by which the Plan expects to make the determination.

If the special circumstance requiring the extension of time under this provision is your failure to supply information needed to perfect the claim, and such information is not received by the Administrative Office within the time period explained in the preceding paragraph, your claim will be denied.

### ***Notice of Claim Denial***

If the Plan denies your claim, in whole or in part, the Plan will provide you with a written denial notice that contains the following:

1. The specific reason(s) for the denial;
2. Reference to the specific plan provision(s) on which the denial is based;
3. A description of any additional material or information necessary to perfect the claim and any explanation of why the additional material or information is necessary;
4. A description of the Plan's review procedures and the time limits applicable to such procedures; and
5. A statement of your right to sue under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) after you have exhausted the Plan's appeals procedures.

### ***Request for Review***

You may appeal a claim denial by filing, with the Administrative Office, a written request for review by the Board of Trustees. Your appeal must be filed within 60 days after you receive the written denial notice and must state in clear and concise terms the reason(s) for your disagreement with the denial of your claim.

Any appeal received by the Plan after 60 days is not timely and is subject to denial on review on that basis alone.

An appeal is deemed to be filed when your written request for review is received by the Administrative Office.

### ***Full and Fair Review***

You will be given the opportunity to submit written comments, documents, records and other information relating to your claim. The Plan will provide you, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim. A document, record, or other information is “relevant” to your claim if it: (1) was relied upon in making a determination on your claim; (2) was submitted, considered, or generated in the course of making a determination on your claim, without regard to whether it was relied upon in making the determination; or (3) demonstrates compliance with the Plan’s administrative processes and safeguards designed to ensure and to verify that all claims determinations are made in accordance with the governing Plan documents and that similarly situated claimants are treated similarly. The review of your claim will take into account all comments, documents, records and other information you submitted relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination. You do not have the right to appear personally before the Board.

### ***Review of Appeal***

The Board of Trustees will review your appeal at the first regular Board meeting that immediately follows the date your appeal was filed, unless the appeal was filed within 30 days preceding the date of such meeting. In such a case, your appeal will be reviewed at the second meeting following the date your appeal was filed.

If special circumstances require a further extension of time for processing, your appeal will be reviewed at the third such meeting following the date your appeal was filed. If this is the case, the Plan will notify you in writing of the extension, describing the special circumstances and the date on which the decision will be made.

If, however, the reason for taking the extension is to obtain additional information from you, your appeal will be reviewed by the later of: (1) the third regular Board meeting following the date your appeal was filed; or (2) the first regular Board meeting that is at least 30 days after you respond. If, after a reasonable period of time, but not less than 90 days, you have not responded to a request for additional information, the Board may decide your appeal, provided you are notified in writing at least 60 days before the decision on review is made that such decision will be made regardless of whether you respond.

Notice of the Board’s decision will be given to you not later than 5 days after such a determination is made.

### ***Notice of Denial on Appeal***

If your claim is denied on appeal, the Plan will provide you with a written denial notice containing the following:

1. The specific reason(s) for the denial;
2. Reference to the specific plan provision(s) on which the denial is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information related to your claim; and
4. A statement of your right to sue under Section 502(a) of ERISA.

### ***Failure to Follow Procedures***

If the Plan fails to follow these claims and appeals procedures, and it does not correct the error without prejudice to you, then you will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a).

### **TRUSTEE AUTHORITY**

In carrying out their responsibilities under the Plan, the Trustees have the full and complete discretionary authority and power to interpret the terms of the Plan and to interpret any facts relevant to the determination, to determine eligibility and entitlement to Plan benefits in accordance with the terms of the Plan, to fix omissions, to resolve ambiguities, and to resolve other disputes under this Plan. The decision of the Trustees will be final and binding on all parties.

If at any time while your claim or other issue is pending, you feel that the rules expressed in this booklet are not being honored, you should contact the Board of Trustees, which is authorized, but is not required, to suspend these rules and move the pending claim or issue directly to their attention for final determination. The Trustees may be contacted through the Administrative Office.

Except where expressly indicated herein, only the full Board of Trustees (or any Committee(s) to which it delegates authority) is authorized to interpret the benefits described in this booklet, and no individual Trustee, union representative, or employer representative is authorized to interpret this Plan on behalf of the Board, or to act as an agent of the Board.

### **PENSION EFFECTIVE DATES**

Usually pensions are effective on the first day of the month after the Administrative Office receives your pension application. However, the start of payments may be delayed in some cases because of processing. For example, the Administrative Office often needs proof of employment for Past Service Credit from the Social Security Administration, which may cause a delay of up to 90 days.

However, once the Administrative Office completes the processing of your application and determines that you are eligible for a pension, you will receive payments retroactive to the first of the month following the month in which your application was received.

You may elect to delay the commencement of your pension payments past retirement. However, payments must begin by your Required Beginning Date.

### ***Disability Pensions***

Disability Pension payments can become payable on the same date that your Social Security Disability Benefits are payable. However, this is only possible if you file the application for the Disability Pension, along with a copy of your notice of entitlement to Social Security Disability Benefits, no later than 60 days after the date on the notice of entitlement. If you apply after this 60 day period, your payments will be delayed until the first of the month after the Administrative Office receives your application and the copy of your Social Security notice.

To assure that your Disability Pension will be payable as early as possible, you should (1) file your pension application with the Administrative Office about the same time as you apply for

Social Security Disability benefits, and (2) then promptly send the notice of entitlement you receive from Social Security to the Administrative Office.

***Waiver of Minimum 30-day Notice Period***

By law, you (and your spouse, if any) have a 30-day period after the Administrative Office provides you with an explanation of benefit options, to decide if you want monthly benefits payable in a form other than the automatic form of payment. If you are married, the automatic form of payment is the Husband-and-Wife Pension, and, if you are unmarried, it is the Single Life Annuity.

Your pension may not become effective before this 30-day period ends unless you elect to waive the minimum 30-day notice period, and your spouse, if any, consents to that waiver. You may request, from the Administrative Office, a form that you and your spouse, if any, may use to waive this 30-day notice period. If the notice period is properly waived, and you are otherwise eligible, then the distribution of your benefits may commence as early as the eighth day following the date on which you were advised of your benefit options.

If you have waived the 30-day notice, you may still revoke the earlier election as to form of payment and make a different election (with spousal consent if applicable) by notifying the Administrative Office of the change within seven days of the date on which you were advised of your benefit options.

**SOME QUESTIONS AND ANSWERS ABOUT THE PLAN**

***Who are the Administrators of the Plan?***

The Plan is administered by a Board of Trustees made up equally of representatives of the Union and of the Employers. The actions of the Trustees in governing the Pension Trust Fund are governed by the Trust Agreement. This document provides that all money paid into the Trust Fund or earned by the Trust Fund can be used only for the purpose of providing pensions, in accordance with the Plan Document, and for defraying administrative expenses.

***Who is covered by the Plan?***

The Plan covers only Employees of Contributing Employers who are Active Participants in the Plan, former Vested Participants, Pensioners, and Beneficiaries.

***Can I (or my spouse or designated beneficiary (if unmarried))) appeal if benefits are denied?***

Yes. If you (or your spouse or designated beneficiary if unmarried) are denied a benefit or disagree with the type or amount of benefits awarded, you (or your spouse) have the right to appeal to the Board of Trustees. See page 21 for the rules and procedures for filing an appeal.

***Are Plan documents available to me?***

Yes. Copies of the Plan Document, summary plan descriptions, and summary annual reports are available for inspection at the Administrative Office during regular business hours. Upon written request, copies will be supplied by mail. Copies of the Trust Agreement, Collective Bargaining Agreements, and the full annual report also are available for inspection at the Administrative Office. These documents, too, can be supplied by mail on written request, but a reasonable fee will be charged. You should contact the Administrative Office to find out what the charge will be before submitting your request.

***Must I retire when I reach age 63?***

No. Retirement under this Plan is voluntary. However, your pension payments cannot be delayed past your Required Beginning Date (see page 2).

***May my pension benefits be assigned?***

No. This is prohibited by the Plan and federal law. However, the Plan will pay benefits to an alternate payee in accordance with a Qualified Domestic Relations Order (see page 21).

***Does the pension provided under this Plan affect Social Security benefits?***

No. The benefits under this Plan are in addition to benefits paid under Social Security.



## NOTICE ABOUT THIS PLAN BOOKLET

The material in this booklet was prepared to explain as clearly as possible your rights and benefits and other important features of your Plan. For purposes of clarity, some of the precise detail of the rules contained in the Plan Document has been summarized. Every effort has been made to assure the accuracy of the booklet. However, we must emphasize that nothing in this booklet is intended to change in any way the rules in the Plan Document itself.

In the event any question arises, your rights will be determined in accordance with the text of the Plan Document.

Only the full Board of Trustees is authorized to interpret the Plan Document. Neither the Union nor any Employer nor any of their representatives are authorized to interpret the Plan Document or to act as an agent of the Board of Trustees. The Board of Trustees shall have the full discretion to interpret the terms of all documents establishing the Pension Plan (including, but not limited to, the Plan Document and this booklet) and to decide any factual questions regarding the eligibility for and the amount of benefits under the Plan.

The Board of Trustees may amend the Plan at any time, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except as provided in the Plan Document.

If you have any question about the Plan or would like a copy of the Plan Document, contact the Administrative Office. The staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with your questions. Information from other sources is not official and may not be correct.

Remember: Official communications of the Plan must be in writing and signed on behalf of the full Board of Trustees.

## **CHECK LIST: THINGS FOR YOU TO DO**

### **Let us know where you are**

Keep the Administrative Office informed of any change in your mailing address to make sure you get all our communications.

#### **Brick Mason's Trust Funds**

1050 Lakes Drive, Suite 120

West Covina, CA 91790

Tel: (626) 646-1080

Toll-Free No: 877-516-0586

[staff@bac4cabenefits.org](mailto:staff@bac4cabenefits.org)

### **If you leave Covered Employment**

Check the section on "Break in Covered Employment" on page 6. Bear in mind that a failure to earn sufficient Pension Credits over a number of years can cause problems, including the possible loss of all previously earned credits. Even after you have earned Vested Pension rights, you should keep the Administrative Office informed of any change of address while you are out of the industry. If you are uncertain about what is required to avoid a Break in Covered Employment or to repair a break, always check with the Administrative Office. They can tell you where you stand and what you can do to protect your interests.

### **If your marital status changes**

Inform the Administrative Office of any changes in marital status. See the sections on Husband-and-Wife Pension and Death Benefits, beginning on pages 15 and 177.

### **If you are thinking about retirement**

Contact the Administrative Office. Get the information you need and file your application in plenty of time. You will need copies of certain documents, such as birth certificates, marriage certificates, etc. The Administrative Office can tell you what you need.

### **Check your options**

There may be waiting periods and deadlines in connection with the various types of pension options provided by the Plan. You should check your options from time to time, especially whenever there is a change in your family status. If in doubt, contact the Administrative Office.

### **Keep your Records**

The accuracy and completeness of the records of your work in Covered Employment is an important factor in determining your eligibility and the amount of benefits you will receive. You can protect yourself against possible future difficulty by checking the work records you receive. Try to keep pay vouchers, payroll check stubs and other evidence of employment until you are sure you've been credited for that work. This applies to work under this Plan and the Bricklayers Fund (defined contribution plan).

### **Any questions? Ask the Administrative Office**

Contact the Administrative Office if you have any questions about the Plan and your rights and benefits under it, or if you have any disagreement or doubts concerning your records. You can also contact the Administrative Office to check on the number of Pension Credits in your account, whether you have incurred a Break in Covered Employment, etc. ***Remember that only information in writing signed on behalf of the Board of Trustees can be considered official.***

## INFORMATION REQUIRED BY ERISA

### 1. Name of the Plan

Brick Masons' Pension Plan

### 2. Type of Plan

The Plan is a defined benefit pension plan

### 3. Name and Address of Party Maintaining the Plan

The Plan is maintained by the Board of Trustees. The address of the Board of Trustees is as follows:

Board of Trustees of the Brick Masons' Pension Plan  
c/o BeneSys Administrators  
1050 Lakes Drive, Suite 120  
West Covina, CA 91790

A complete list of the employers and employee organizations sponsoring the Plan may be obtained upon written request to the Plan Administrator, and is available for examination.

### 4. Employer Identification Number and Plan Number.

The Employer Identification Number (EIN) assigned by the Internal Revenue Service to the Board of Trustees is 95-6093333. The Plan Number is 001.

### 5. Name and Address of the Person Designated as Agent for the Service of Legal Process.

Service of legal process may also be made upon the Board of Trustees (at the address shown above) or upon the Plan Administrator.

### 6. Type of Administration of the Plan and the Name and Address of the Plan Administrator

The Board of Trustees has engaged a third party administrator named below to perform the routine administration of the Plan:

BeneSys Administrators  
1050 Lakes Drive, Suite 120  
West Covina, CA 91790

### 7. Names, Titles, and Business Addresses of the Trustees.

#### Management Trustees

Frank Smith  
Frank Smith Masonry  
2830 Pomona Boulevard  
Pomona, CA 91768-3224

Ken Tejeda  
R & R Masonry, Inc.  
5337 Cahuenga Blvd.  
Building A. No. E  
North Hollywood, CA 91601

#### Union Trustees

Lupe Aldaco Jr.  
Bricklayers and Allied Craftworkers  
Local Union No. 4 California  
2679 Sierra Way  
La Verne, Ca. 91750

Daniel Garcia  
Bricklayers and Allied Craftworkers  
Local Union No. 4 California  
2679 Sierra Way  
La Verne, Ca. 91750

### **Management Trustees**

John Chrysler  
Masonry Institute of America  
1315 Storm Parkway  
Torrance, CA 90501

Dana Kemp  
Masonry Concepts, Inc.  
15408 Cornet Street  
Santa Fe Springs, Ca 9067

Casey Ricks (Alternate)  
Winegardner Masonry  
32147 Dunlop Blvd., Suite #A  
Yucaipa, CA 92399

### **Union Trustees**

Douglas Sles  
Bricklayers and Allied Craftworkers  
Local Union No. 4 California  
2679 Sierra Way  
La Verne, Ca. 91750

Richard Whitney  
Bricklayers and Allied Craftworkers  
Local Union No. 4 California  
2679 Sierra Way  
La Verne, Ca. 91750

Chris Brisson (Alternate)  
Bricklayers and Allied Craftworkers  
Local Union No. 4 California  
2679 Sierra Way  
La Verne, Ca. 91750

#### **8. The Plan's Fiscal Year**

The Plan's fiscal year is May 1 of any year through April 30 of the following year.

#### **9. Eligibility for Plan Participation**

The Plan's requirements regarding eligibility for participation and benefits are described on page 2 of this booklet. This booklet also describes the Plan's rules for determining years of service for vesting (page 4), breaks in service (page 6) and benefit accrual (page 3).

#### **10. Description of provisions for non-forfeitable pension benefits.**

The Plan's requirements for achieving vested status are set forth on page 5 of this booklet.

#### **11. Normal Retirement Age**

The Plan's definition of Normal Retirement Age is set forth on page 2 of this booklet.

#### **12. Benefits for Spouses**

Descriptions of the Husband-and-Wife Pension and the Qualified Optional Survivor Annuity, both of which provide a lifetime benefit for a surviving spouse, are set forth on pages 154 and 15 of this booklet, respectively. A description of the Plan's death benefits for surviving spouses are described on page 177 of this booklet. An explanation of Qualified Domestic Relations Orders (QDROs) and the Plan's rules for handling them is on page 21.

#### **13. Description of circumstances that may result in disqualification, ineligibility, denial or loss of benefits.**

Unless you are vested, you can permanently lose previously earned Pension Credits and Years of Vesting Service if you suffer a "Permanent Break in Covered Employment," as described on page 7 of this booklet. The amount of your monthly pension benefit will be affected in the event of a Separation from Covered Employment, as described on page 7 of this booklet.

Your Disability Pension payments will stop if you lose your entitlement to Social Security Disability Benefits prior to age 63, as explained on page 12 of this booklet.

Your pension payments may stop if you work in employment prohibited by the Plan after retirement, as described on page **Error! Bookmark not defined.**7 of this booklet. If you retire before age 63 and you fail to notify the Administrative Office within 21 days of your work in prohibited employment, your pension will be suspended for up to 12 months after the last month of this subsequent prohibited employment, as described on page 18 of this booklet. The Trustees may recover any overpayments made to you while you are working in such prohibited employment, as described in page 187 of this booklet.

Section 415 of the Internal Revenue Code imposes certain limitations on the amount of benefits that can be paid by the Plan. It is unlikely, but not impossible, for the Plan to be required to reduce your benefits to comply with Section 415.

#### **14. The Plan's Claims and Appeals Procedures**

The Plan's claims and appeals procedures are described on page 211 of this booklet.

#### **15. Collective Bargaining Agreements**

The Plan is maintained pursuant to one or more Collective Bargaining Agreements between the Employers and the Local Union. A copy of the Collective Bargaining Agreement(s) may be obtained upon written request to the Plan Administrator, and are available for examination at the office of the Plan Administrator.

#### **16. Source of Contributions to the Plan**

All contributions to the Plan are made by Employers in accordance with Collective Bargaining Agreements.

#### **17. The Identity of any Funding Medium Used for the Accumulation of Assets through which Benefits Are Provided.**

Benefits are provided directly from the Pension Plan's assets, which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in a Trust Fund for the purpose of providing pension benefits to covered Participants (and their spouses) and defraying reasonable administrative expenses. The Pension Plan's assets and reserves are held in custody by Union Bank of California and are invested within the parameters set out by ERISA.

#### **18. Statement of ERISA rights.**

As a participant in the Brick Masons' Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Pension Plan Participants shall be entitled to:

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

Examine, without charge, at the Administrative 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 plan 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 (age 63) 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 (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 on 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 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 a suit in Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 per 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 a suit in a state or Federal court but only after first exhausting the claims and appeals procedures set out on page 21. 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, but only after first exhausting the claims and appeals procedures set out on page 21. 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 Administrative Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Office, 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 or viewing their website at [www.dol.gov/ebsa/](http://www.dol.gov/ebsa/).

## **19. Plan Amendment and Termination**

The collective bargaining parties intend that this Plan continue indefinitely. However, the collective bargaining parties reserve the right, subject to the provisions of the Trust Agreement, to amend or terminate the Plan. To terminate the Plan, they must notify and get approval from a governmental agency called the Pension Benefit Guaranty Corporation (PBGC), which is discussed below.

In case amendment or termination of the Plan is necessary, vested benefits of participants will never be less than they were before the amendment or termination.

If the Plan is terminated, you will be notified as soon as possible. You will be told the amount, if any, to which you will become entitled, with an explanation of any election that you may have to make. Your benefits are protected as follows:

The assets in the Trust Fund, after provision for administrative expenses, will be used to provide for all benefits accrued to the date of termination, whether those benefits are vested or not. No assets are returned to the Employers until provision is made for the accrued benefits of Participants. If there are not enough assets to provide for all accrued benefits, benefits will be provided in the following order of priority:

First, benefits to Employees who began receiving benefits three years before the Plan terminated, or could have if they had elected to do so;

Second, other benefits at the level guaranteed by PBGC;

Third, all other vested benefits;

Fourth, all accrued benefits which are not vested.

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 (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 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 \$5,850.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the

plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) 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 the Administrative Office or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number).

TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbtc.gov>.