

# *Stone and Marble Masons of Metropolitan Washington, D.C. Pension Trust Fund*

## **SUMMARY PLAN DESCRIPTION**

**January 2015**



## **OVERVIEW OF THE STONE AND MARBLE MASONS OF METROPOLITAN WASHINGTON, D.C. PENSION PLAN**

### **1. What Does the Stone And Marble Masons Of Metropolitan Washington, D.C. Pension Plan Mean To Me?**

If you meet the requirements of the Plan, the Stone and Marble Masons of Metropolitan Washington, D.C. Pension Plan provides you with:

- É A monthly income for life when you retire, in addition to your Social Security benefits
- É Normal retirement at age 65 or upon reaching the 5th anniversary date of your participation in the Plan, if later
- É Early retirement if you are age 55 or older, an Active Participant and you have 10 or more years of Vesting Service immediately preceding retirement
- É Disability benefits
- É The right to future pension benefits if you stop working for an Employer after you have 5 years of Vesting Service, without suffering a Break in Service, after June 30, 1998
- É Death Benefits and Survivor Benefits payable to your spouse or beneficiary
- É Different ways to receive your pension benefit

### **2. When Do I Become A Participant In The Plan? What Is An Active Participant?**

You become an Active Participant when you begin working in Covered Employment. You cease to be an Active Participant on the earliest of the following dates:

- É The date your pension is to commence;
- É June 30 of the Plan Year in which you have a One-Year Break in Service; or
- É The date of your death

You again become an Active Participant at the time contributions are made to the Plan on your behalf after the date you last ceased to be an Active Participant, unless you ceased to be an Active Participant because you reached your pension commencement date.

### **Example: Active Participant**

Suppose contributions are first made to the Plan on your behalf in May, 1998. Also, suppose that your Vesting Hours of Service (including any Parental Hours of Leave) are as follows:

#### **Plan Year Vesting Hours of Service**

7/1/98 - 6/30/99	200
7/1/99 - 6/30/00	400
7/1/00 - 6/30/01	0

You become an Active Participant in May, 1998. As of June 30, 1999 you have a One Year Break in Service (although see exceptions under definition of One Year Break in Service) because your 200 Vesting Hours of Service in the Plan Year then ending are less than 400. You cease to be an Active Participant as of June 30, 1999. If contributions are not made for you again until November, 1999 you would not be an Active Participant between July 30, 1998 and November, 1999. Since your Vesting Hours of Service for the Plan Year ending on June 30, 2000 are not less than 400, you do not have a One-Year Break in Service for that Plan Year. This means that you continue as an Active Participant until June 30, 2001, even though you have no Vesting Hours of Service during that Plan Year. On June 30, 2001 you have a One-Year Break in Service and therefore, cease to be an Active Participant at that time.

### **3. Who Pays For My Benefits?**

The full cost of your Plan is paid for by contributions made on your behalf by your Employer in accordance with a collective bargaining agreement or other agreement. A contribution is made for each hour that you work in an amount as set forth in the agreement.

The contributions which are made for you are paid into a Pension Fund and combined with contributions made for other participants. The Pension Fund is held in trust under a trust agreement administered by a Board of Trustees. Investment Managers, selected by the Board of Trustees, are responsible for investing the money in the Pension Fund.

### **4. What is a Defined Benefit Pension Plan?**

A Defined Benefit Pension Plan is a Plan that pays benefits upon retirement based upon a participant's amount of service under the Plan at Benefit Rates established by the Plan. The Board of Trustees invests all of the assets of the Plan together. No participant has a separate account, and no Plan Participant is involved in investment decisions for the Plan.

### **5. How can I understand the terms that are used in this book?**

At the end of this book is a set of definitions. If you run across a word or phrase that you

don't understand, it may be defined in the Definitions section. If you need further help, you may contact the Administrative Agent.

## **6. How Is the Plan Administered?**

The Board of Trustees administers the Plan and acts as the Plan fiduciary. The day-to-day operation of the Plan is carried out by an Administrative Agent selected by the Trustees. The Board of Trustees also retains the services of professional advisors knowledgeable in the law of ERISA and employee benefits to assist in the handling of the Trust Fund. The Trustees have delegated certain investment responsibilities to Investment Managers.

## **TYPES OF PENSION BENEFITS AVAILABLE UNDER THE PLAN**

### **1. If I Participate in the Plan, When May I Retire?**

There are several different types of pensions available under the Plan that may be available to you depending on your factual circumstances. These include Normal Retirement, Early Retirement, Deferred Retirement and Disability Retirement.

**a. Normal Retirement** ó If you have reached Normal Retirement Age (Age 65 or, if later, the fifth anniversary of the date you began participation) you may retire and become eligible for a Normal Retirement Pension Benefit. The amount of a Normal Retirement Pension is usually based upon the Benefit Rates in effect on the date you retire, unless you had one or more Breaks in Service.

**b. Early Retirement** ó If you are an Active Participant between age 55 and 65 years old with at least 30 years of Vesting Service and you want to retire before age 65, you may be eligible for an Unreduced Early Retirement Pension Benefit under the Plan rules. If you do not qualify for an Unreduced Early Retirement Pension Benefit, but have 10 years of vesting service, you may qualify for a Reduced Early Retirement Pension Benefit after you have attained age 55 with a reduced pension.

**c. Deferred Retirement** ó If you stopped being an Active Participant under the Plan, but were 100% Vested in your benefits, you may begin receiving a Deferred Pension when you reach Normal Retirement age, even if you are not an Active Participant. The amount of your Deferred Retirement Benefit will be based upon the Benefit Rates in effect when you stopped being an Active Participant.

**d. Disability Retirement** ó Regardless of your age, if you have completed 10 years of Vesting Service and become Totally and Permanently Disabled while working in Covered Employment or within six months of leaving Covered Employment due to an injury or illness occurring prior to ceasing Covered Employment, you may be eligible for a Disability Retirement Pension.

### **2. Does it Matter if I am Married When I Retire? Is My Spouse Entitled to Any**

## **Benefits?**

Yes. The amount of your Pension will be adjusted if you are married and receive a Joint and Survivor Benefit. The 50% Joint and Survivor pension is the basic form of benefit available for a married Participant. This means that your spouse would receive continuing Pension Benefits at a reduced rate after your death. The rules for Joint and Survivor Benefits are explained more fully later in this booklet. Your spouse may also qualify to receive a Death Benefit. In the event your spouse consents in writing, you and your spouse may be entitled to other forms of benefit discussed later in this booklet. A former spouse may be entitled to some of your Pension Benefits, in the event of divorce, if a court issues a Qualified Domestic Relations Order. This is also discussed later in this booklet.

## **HOW BENEFITS ARE CALCULATED**

### **1. What Factors are Taken into Account in Calculating the Amount of my Pension?**

The basic amount of your monthly Pension Benefit will depend on many factors, including:

- a. the type of Pension for which you qualify,
- b. whether you are retiring early,
- c. whether you are married when you retire,
- d. the number of Benefit Units you earned while employed,
- e. the time period in which you earned the Benefit Units,
- f. the Benefit Rate in effect when you retire, and
- g. whether you ever ceased to be an Active Participant and suffered a Break in Service

### **2. How do I Earn Benefit Units?**

The number of Benefit Units you have earned depends on how many years you worked for a contributing employer and how many hours you worked during those years. Your accrued Benefit Units may include Past Benefit Units and Future Benefit Units. Your Benefit Units are used to determine your retirement benefit for service between July 1, 1959 and January 1, 2009.

**(a) Past Benefit Units.** You receive one Past Benefit Unit for each Plan Year that begins before July 1, 1959, any part of which you were employed under a collective bargaining agreement of the Union or were employed by the Union. However, if at any time prior to July 1, 1959 you worked in employment that was not under a collective bargaining agreement of the Union or that was not with the Union, the Past Benefit Units that you earned (as a result of employment under a collective bargaining agreement of the Union or employment with the Union) prior to the time you started this employment will be canceled.

**(b) Future Benefit Units.** Your Future Benefit Units equal the total units described in paragraphs (i) and (ii) below.

(i) You receive Future Benefit Units for service between July 1, 1959 and June 30, 1974 equal to the smaller of:

(1) The actual number of years and completed quarters of your "participation" in the Plan from July 1, 1959 through June 30, 1974. Your "participation" in the Plan is considered to be the period between the first day of the month in which you are first credited with any Benefit Hours of Service to the later of:

(A) The end of the Plan Year (June 30) in which you are last credited with at least 400 Benefit Hours of Service, or

(B) The last day of the month, in which you are last credited with any Benefit Hours of Service, provided you were credited with at least 400 Benefit Hours of Service in the immediately preceding Plan Year.

(2) The number of years and completed quarters determined by dividing the total number of your Benefit Hours of Service between July 1, 1959 and June 30, 1974 by 1600.

(ii) You receive Future Benefit Units for service between July 1, 1974 and January 1, 2009 under either paragraph (1) or (2) below.

(1) If you first retired before January 1, 2005, for service between June 30, 1974 and December 31, 2004 you received Future Benefit Units determined by dividing the total number of your Benefit Hours of Service before June 30, 1974 and December 31, 2004 by 1600. However, if after dividing your Benefit Hours of Service by 1600, there was a remainder of less than 1600 hours, you received a partial year of credit determined as follows:

Remaining Benefit Hours of Service	Partial Future Benefit Unit
1,200-1,599	$\frac{3}{4}$ Unit
800-1,199	$\frac{1}{2}$ Unit
400-799	$\frac{1}{4}$ Unit
1-399	0 Unit

(2) If you first retire after December 31, 2004, you receive Future Benefits Units based on your hours of service between June 31, 1974 and January 1, 2009, equal to your number of Benefit Hours of Service divided by 1,600, expressed to the hundredths decimal.

**Example:** If you had 48,352 Benefit Hours of Service, you would receive 30.22 Future Benefit Units.

You may receive Benefit Units for hours worked outside of the jurisdiction of the Union for which contributions are made to the Plan on your behalf if the work is covered by a reciprocal

agreement.

### 3. What are Benefit Rates?

The Plan provides for a monthly Benefit calculated by multiplying the number of Benefit Units you have earned by a Benefit Rate for all service before January 1, 2009. The Benefit Rates have changed over the years. There are separate Benefit Rates used for three different periods in which Benefit Units were earned.

- a) Pension Benefit for Service Before July 1, 1959 ó The monthly Benefit Rate in effect through July 1, 2004 for this portion of your Accrued Pension Benefit is \$3.25.
- b) Pension Benefit for Service Between July 1, 1959 and June 30, 1976 ó The monthly Benefit Rate for this portion of your Accrued Pension Benefit is based upon when you retire, or if you suffered a Break in Service, upon the Benefit Rate in effect when you suffered the Break in Service. The Rates are set forth below.
- c) Pension Benefit for Service Between June 30, 1976 and January 1, 2009 ó The monthly Benefit Rate for this portion of your Accrued Pension Benefit is based upon when you retire, or if you suffered a Break in Service, upon the Benefit Rate in effect when you suffered the Break in Service. The Rates are as follows:

Year of Retirement or Break in Service	Benefit Units from July 1, 1959 To June 30, 1976	Benefit Units after June 30, 1976
July 1, 1984-June 30, 1987	\$26.00	\$35.00
July 1, 1987-June 30, 1989	\$30.41	\$40.94
July 1, 1989-June 30, 1990	\$41.20	\$55.47
July 1, 1990-June 30, 1991	\$43.63	\$58.74
July 1, 1991-June 30, 1993	\$44.15	\$59.44
July 1, 1993-June 30, 1994	\$47.35	\$63.75
July 1, 1994-June 30, 1996	\$48.03	\$64.67
July 1, 1996-June 30, 1997	\$50.50	\$68.00
July 1, 1997-June 30, 1998	\$57.00	\$80.00
July 1, 1998-June 30, 1999	\$61.00	\$86.00
July 1, 1999-June 30, 2000	\$65.00	\$100.00
July 1, 2000-June 30, 2001	\$70.00	\$112.00

July 1, 2001-April 30, 2004	\$70.00	\$115.00
May 1, 2004-June 30, 2005	\$72.00	\$120.00
July 1, 2005-June 30, 2007	\$73.44	\$122.40
July 1, 2007-September 30, 2014	\$75.64	\$126.07
After September 30, 2014	\$77.91	\$129.85

Although the Trustees have been able to increase benefits in the past, there is no guarantee that benefits will be increased in the future.

The portion of your Pension accrued after December 31, 2008 is not calculated based upon Benefit Units, but based upon the amount of contributions made on your behalf, described later in this booklet.

#### **4. What is the Benefit Accrual Rate?**

The Benefit Accrual Rate is the percentage used to calculate the amount of your Pension Benefit accrued after December 31, 2008. The Benefit Accrual Rate is multiplied by the total amount of the Employer contributions for service after 2008. For service between December 31, 2008 and January 1, 2015, the Benefit Accrual Rate was 1.8%. For service after December 31, 2014, the Benefit Accrual Rate is 1.7%.

#### **5. How are my Benefit Units Calculated for Different Time Periods?**

The basic amount of your Pension is calculated by adding the Pension Benefits for the following four time periods together:

- a)** Pension Benefit Units for Service before July 1, 1959 times the appropriate Benefit Rate.
- b)** Pension Benefit Units for Service between July 1, 1959 and June 30, 1976 times the appropriate Benefit Rate.
- c)** Pension Benefit Units for Service between June 30, 1976 and January 1, 2009 times the appropriate Benefit Rate.
- d)** Pension for service after December 31, 2008, the Employer contribution times the Benefit Accrual Rate.

**Your Total Monthly Accrued Pension Benefit** equals (a ) + (b) + (c) + (d), but if the amount is not in terms of a whole dollar, it is increased to the next higher whole dollar. Remember, this benefit amount may be reduced if you are receiving the 50% Joint and Survivor benefit with your spouse and/or are eligible for retirement before Normal Retirement Age.

#### **Example of Benefit Calculation:**



Suppose you retire on July 31, 2013 at age 65 (Normal Retirement Age) with 48 years of service, with 0 Benefit Units before July 1, 1959, 14 Benefit Units between July 1, 1959 and June 30, 1976 and 30 Benefit Units between June 30, 1976 and January 1, 2009, and your Employer contributions after December 31, 2008 were \$8,000. You are unmarried, and have never suffered a One Year Break in Service. Based upon the Benefit Rates in effect on July 31, 2013, the date you retire, your Total Monthly Accrued Pension Benefit is calculated as follows:

$$a) \text{ (Service prior to July 1, 1959) } \$3.25 \times 0 \text{ (unit)} = \$0$$

plus

$$b) \text{ (Service between June 30, 1959 and June 30, 1976) } \$75.64 \times 14 \text{ (units)} = \$1,058.96$$

plus

$$c) \text{ (Service between July 1, 1976 and January 1, 2009) } \$126.07 \times 30 \text{ (units)} = \$3,782.10$$

plus

$$d) \text{ (Service after December 31, 2008) } \$8,000 \times 1.8\% = \$144.00$$

equals

Total monthly Pension of \$4,985.06

$$(a) + (b) + (c) + (d) = \$4,986.00 \text{ (rounded to the next higher dollar)}$$

## **6. How Is My Benefit Calculated If I Have Suffered One Or More One Year Breaks In Service?**

If you have more than one date on which you ceased to be an Active Participant, different Benefit Rates may apply to each period of your active participation. The Benefit Rates that apply to each period of your active participation are those that were in effect when you ceased to be an Active Participant. If you completed 10 years of Vesting Service before incurring a One Year Break in Service, however, the Benefit Rates that apply to a period of active participation before July 1, 1982 will not be less than those in effect on July 1, 1982. A Break in Service does not affect Benefits accrued after December 31, 2008, unless a participant incurs a permanent Break in Service.

### **Example of Benefit Units with One or More Breaks in Service:**

Suppose you are unmarried and retire on June 30, 2007, at age 65 (Normal Retirement Age) with 39 years of service, with 1 Benefit Unit before July 1, 1959, 15

Benefit Units between July 1, 1959 and June 30, 1976, and 23 Benefit Units after June 30, 1976. Assume further that you suffered a One Year Break in Service (due to no hours), (which were not excused,) for each of the years ending June 30 of 1968, 1969, 1979, 1980, 1988, 1993 and 1994. Your benefit calculation is as follows:

- a) (Service prior to July 1, 1959)

$$\$3.25 \times 1(\text{units}) = \$3.25$$

plus

- b) (Service between June 30, 1959 and July 1, 1976)  $\$26.00 \times 15 (\text{units}) = \$390.00$ .

(Breaks in service before July 1, 1982 are disregarded for this calculation. These Benefit Units are calculated using the rate for these years in effect when you last had an Hour of Service (the year 1986-1987) before you suffered a One Year Break in Service (the year 1987-1988)

plus

- c) (Service after June 30, 1976)

$$\$35.00 \times 11 (\text{units}) = \$385.00$$

(rate for 11 units öfrozenö due to break in service in 1988)

plus

$$\$59.44 \times 4 (\text{units}) = \$237.76$$

(rate for 4 units öfrozenö due to break in service in 1993)

plus

$$\$120.00 \times 8 (\text{units}) = \$960.00$$

equals

Total monthly Pension of \$1,976.01

$$(a) + (b) + (c) = \$1,976.01 \text{ (rounded to next higher dollar)}$$

## **7. What If I Leave Employment Before I Retire?**

If you leave employment after becoming vested (that is, after you have completed 5 years

of Vesting Service, without suffering a Break in Service), but before you are eligible to retire, you will be entitled to a Deferred Pension starting when you reach Normal Retirement Age. This pension is based on the number of Benefit Units you have accrued at the Benefit Rate in effect when you cease to be an Active Participant, for service before January 1, 2009, plus the amount of Employer contributions for services after December 31, 2008.

### **Example: Deferred Pension**

Assume you terminated employment on April 30, 2005 after having reached your 35th birthday, and at that time you have 13 Future Benefit Units. You have more than 5 years of Vesting Service and, therefore, qualify for a vested pension. If you elect to have your pension start on your Normal Retirement Date, your monthly Deferred Pension before reduction for the 50% Joint and Survivor benefit is \$1,560.00, determined as follows:

For service after June 30, 1976  
 $\$120.00 \times 13 \text{ (Units)} = \$1,560.00$

equals

Total monthly Pension of \$1,560.00

The monthly pension of \$1,560.00 is the amount which is automatically paid to you if you are not married on the date your pension is to commence. If you are married on the date your pension is to commence and if you do not choose otherwise, your pension of \$1,560 is reduced by a 50% Joint and Survivor factor which depends on your age and your spouse's age when your pension starts.

## **8. How Much Will My Pension Be If I Retire On Or After Normal Retirement Age?**

Your Normal Retirement Pension starting after your Normal Retirement Age is based on your Accrued Pension Benefit as of the date of your retirement. The amount of your benefit is actuarially adjusted if your retirement is after Normal Retirement Age.

### **Example: Normal Retirement**

Suppose you retire on December 31, 2008 after having reached Normal Retirement Age, and at that time, you have 40 Future Benefit Units (10 units for the period between July 1, 1959 and June 30, 1976 and 30 units for the period between June 30, 1976 and January 1, 2009). Assume that your pension starts on January 1, 2009 and that the pension benefit levels shown in the definition of Accrued Pension Benefit apply in determining your benefit, and that you have never suffered a One Year Break in Service. Your monthly retirement pension on the basis of the 36-payment guarantee is \$4,539.00, determined as follows:

For service from July 1, 1959 to June 30, 1976 .

$\$75.64 \times 10 \text{ (Units)} = \$756.40$

plus

For service after June 30, 1976 .  
 $\$126.07 \times 30 \text{ (Units)} = \$3,782.10$

equals  
 Total monthly pension of \$4,538.50

The monthly pension of \$4,539.00 is the amount which is automatically paid to you if you are not married on the date your pension is to commence. If you are married on the date your pension is to commence and if you do not choose to receive the *36-Payment Guarantee* benefit, your *36-payment guarantee* benefit will be reduced to provide the *50% joint and survivor* benefit. Assume that your spouse is 3 years younger than you are at the time your pension commences. The appropriate factor for the *50% joint and survivor* benefit from Table 1 is 90.5%. Your *50% joint and survivor* benefit is figured as follows:

36-Payment Guarantee <u>Benefit</u>	X	50% Joint and Survivor Factor <u>From Table</u>	=	Your 50% Joint and <u>Survivor Benefit</u>
\$4,539.00		90.5%		\$4,107.80

Rounded to the next higher dollar. You would receive \$4,108.00 per month for the rest of your life. After your death the spouse to whom you were married on the date your pension commenced would receive one-half of this pension, or \$2,054.00 for the rest of his or her life, regardless of whether he or she remarries.

### **9. If I Retire Early, Can I Receive a Pension As Soon as I Retire?**

Yes, if you meet the requirements established by the Plan, you may qualify for Early Retirement Benefits between age 55 and 65. For Participants retiring after December 31, 2003, there are two possible types of Early Retirement, an Unreduced Early Retirement Benefit and a Reduced Early Retirement Benefit. Whether you qualify for either type of benefit depends upon several factors, including the amount of service you have under the Plan. For Participants retiring under the Early Retirement rules of the Plan before January 1, 2004, there were other optional Early Retirement Benefits.

### **10. How do I qualify for an Unreduced Early Retirement Pension Benefit?**

You can qualify for the Unreduced Early Retirement Pension Benefit if you satisfy all of the following conditions at the time you retire.

- a) You are between the ages of 55 and 65;
- b) You have at least 30 years of Vesting Service, including at least one (1) year of Vesting Service during or after the Plan Year in which you reach age 54 and including at least one (1) year of Vesting Service during a Plan Year that begins on or after July 1, 1993; and
- c) You retire after June 30, 1994.

If you elect to begin receiving pension payments on or after the first day of the month following your 55th birthday, and you meet all of the conditions set forth above, your pension is payable without reduction due to early commencement of payments.

### **Example: Unreduced Early Retirement Benefit**

Suppose you retire on May 31, 2013 after having reached your 60th birthday on May 15, 2013, and at that time you have 28 Future Benefit Units for the period between June 30, 1976 and January 1, 2009, and no Past Benefit Units. Also, you have more than 30 years of Vesting Service, including one year of Vesting Service during or after the plan year in which you reach age 54 and including at least one year of Vesting Service during a plan year that begins on or after July 1, 1993, and you have suffered no Breaks in Service. Your Employer contributed \$30,000 for your service after December 31, 2008. Your monthly Unreduced Early Retirement Pension before reduction for the 50% Joint and Survivor Benefit is \$4,070.00 determined as follows:

For service prior to July 1, 1959  
 $\$3.25 \times 0 \text{ (Units)} = \$0.00$

plus

For service from July 1, 1959 to June 30, 1976  
 $\$72.00 \times 0 \text{ (Units)} = \$0$

plus

For service after June 30, 1976  
 $\$126.07 \times 28 \text{ (Units)} = \$3,529.96$

plus

$\$30,000 \times 1.8\% = \$540.00$

equals

Total Monthly Pension of \$4,069.96

Although you elect to have payments commence as soon as you retire, there is no reduction for early retirement before Normal Retirement Age because you have met the requirements for Unreduced Early Retirement Benefits. Your monthly pension commencing June 1, 2013 on the basis of the 36-payment guarantee benefit is \$4,070.00.

### **11. How do I qualify for a Reduced Early Retirement Pension? How much is it Reduced?**

A Reduced Early Retirement Pension Benefit is available for some Participants who do not qualify for an Unreduced Early Retirement Pension Benefit. This type of Pension is paid at a reduced monthly amount because, since you are retiring early, it will be paid over a longer

period of time. You qualify for the Reduced Early Retirement Pension Benefit if you satisfy all of the following conditions at the time you retire.

- a) You have attained age 55, but have not attained age 65,
- b) You have been credited with at least either:
  - i. ten (10) consecutive years of Vesting Service during the ten (10) years immediately prior to retirement, or
  - ii. fifteen (15) years of Vesting Service, including two (2) years of Vesting Service during the five (5) years immediately prior to retirement, and
- c) You retire after December 31, 2003, while an Active Participant in the Plan.

The monthly amount of your Reduced Early Retirement Pension will be determined in accordance with the Benefit Rates in effect when you retire, reduced by one fourth of one percent (.25%) for each month that the date on which your benefits actually begin to be paid precedes your attainment of age 62 up to the first twenty four (24) months of reduction, and one half of one percent (.50%) for each month that the date on which your benefits actually begin to be paid precedes your attainment of age 60.

#### **Example: Reduced Early Retirement Pension**

Suppose you retire as an Active Participant on July 31, 2013 after having reached your 60th birthday on July 15, 2013, and at that time you have 23 Future Benefit Units for the period between June 30, 1976 and January 1, 2009, and no Past Benefit Units. Also, you have more than 10 but less than 30 years of Vesting Service, and were an Active Participant on or after July 1, 1993. Your Employer contributed \$30,000 for your hours of service after 2008. Your monthly early retirement pension before reduction for early commencement of payments and before reduction for the 50% Joint and Survivor benefit is \$3,440.00 determined as follows:

For service prior to July 1, 1959  
 $\$3.25 \times 0 \text{ (Units)} = \$0.00$

plus

For service from July 1, 1959 to June 30, 1976  
 $\$75.64 \times 0 \text{ (Units)} = \$0$

plus

For service between June 30, 1976 and January 1, 2009  
 $\$126.07 \times 23 \text{ (Units)} = \$2,899.61$

plus

$$\$30,000 \times 1.8\% = \$540.00$$

equals

Total monthly pension of \$3,439.61

Since you elect to have payments commence at age 60, the appropriate early retirement factor is calculated by multiplying the 24 months times .25% and subtracting from 100%. The result is 94.00%. Your monthly pension commencing August 1, 2004 on the basis of the 36 *Payment Guarantee* benefit is \$3,234.00, determined as follows:

Your Monthly Accrued <u>Pension Benefit</u> X	Early Retirement <u>Factor from table</u>	Your 36-Payment Guarantee Monthly <u>Pension at Age 60</u>
\$3,439.61	94.00%	\$3,233.23

The monthly pension of \$3,234.00 (rounded to the next higher dollar) is the amount which is automatically paid to you if you are not married on the date your pension is to commence. If you are married on the date your pension is to begin and if you and your spouse do not choose to receive the 36-Payment Guarantee Benefit, your 36-Payment Guarantee Benefit is reduced by a 50% Joint and Survivor factor, which depends on your age and your spouse's age when benefits begin.

## 12. What Early Retirement Benefits Were Available Before January 1, 2004?

Certain Early Retirement Pensions were available before 2004, but are no longer a part of the Plan. These were known as Special Early Pension II and Regular Early Pension. A Participant would have qualified for Special Early Pension II before 2004 if the Participant had met all of the following qualifications:

- É He or she was an Active Participant between the ages of 55 and 65.
- É He or she had 10 but less than 30 years of Vesting Service, and was Active Participant on or after July 1, 1993
- É His or her benefit commencement date was after June 30, 1993 and before 2004

The Pension Benefit was reduced by 0.25% for each month by which the commencement date of the pension preceded the first day of the month following the Participant's 62nd birthday, for up to 24 months and 0.5% reduction per month for additional months.

A Participant would have qualified for the Regular Early Pension if he or she did not satisfy one or more of the conditions for eligibility for the Special Early Pension, but was an Active Participant between the ages of 55 and 65 with at least 10 years of Vesting Service. The pension was reduced by 0.5% for each full month by which the commencement date of the pension precedes the first day of the month following age 62. These types of Early Retirement have been replaced by the Unreduced Early Retirement Pension and the Reduced Early Retirement Pension effective January 1, 2004 under the Plan.

### **13. If I Become Disabled, How Much Will My Disability Retirement Pension Be?**

If you have completed ten years of Vesting Service and become Totally and Permanently Disabled while working in Covered Employment or within six months of leaving Covered Employment due to an injury or illness that occurred prior to your ceasing Covered Employment, your Disability Pension is based on the number of Benefit Units at the Benefit Rate in effect when you become Disabled. There is no reduction in your Disability Pension because of early (before Normal Retirement Age) commencement, but if you are married your pension is reduced for the 50% Joint and Survivor benefit, unless your spouse gives his or her consent to choose an alternate form of benefit.

Your Disability Pension begins after you have satisfied all of the requirements for entitlement, including the filing of an application for benefits. You are considered to be Totally and Permanently Disabled if you satisfy both of the following conditions:

É Your physical or mental condition is medically determinable and arises as a result of bodily injury or disease which prevents you from engaging in any occupation or employment for wage or profit, except such employment which is found by the Trustees to be for the purpose of rehabilitation, and

É You are entitled to Social Security disability benefits, or you submit other proof which, in the opinion of the Trustees, indicates that you will be Totally and Permanently Disabled through the remainder of your life.

A disability resulting from the following, however, may not be the basis for disability retirement under the Plan:

É Engagement in a criminal activity

É Intentional self-inflicted injury

É Habitual drunkenness or use of narcotics

É Service in the armed forces of the United States for which you receive a disability pension, unless your military pension is smaller than the benefit you are entitled to from this Plan. If your military pension is smaller, you receive a pension from the Plan equal to the excess of your regular disability pension from the Plan over your military pension.

The amount of your disability pension will be reduced by any worker's compensation benefits that you receive for your disability while you are otherwise eligible to receive disability pension payments from the Plan. Also, you will not receive a disability pension payment for any month that you receive accident and sickness benefits under the Stone and Marble Masons of Metropolitan Washington, D.C., Health and Welfare Plan or any other construction trades welfare plan.

Your Disability Pension is payable as long as you remain Totally and Permanently



Disabled. The Trustees may from time to time, but no more often than twice each year, ask you to be examined by a doctor to determine whether you are still disabled. If you remain disabled until age 65, however, your pension will be payable for life, even if you later recover from your disability. If you die before receiving 36 monthly payments on the basis of the 36-Payment Guarantee Benefit, your designated beneficiary will receive monthly payments until a total of 36 payments have been made to both you and your beneficiary.

### **Example: Disability Retirement**

Suppose you become Totally and Permanently Disabled on April 15, 2013, after having reached your 45th birthday, and your disability occurs while you are an Active Participant and within 6 months of working in Covered Employment. Assume you have 16 Future Benefit Units between June 30, 1976 and January 1, 2009. Your Employer contributed \$32,000 for your hours of service after 2008. You have more than 10 years of Vesting Service and, therefore, qualify for Disability Pension. Assume that your Disability Pension starts on June 1, 2013, after receipt of your application for benefits in May 2013. Your monthly disability retirement pension before reduction for the 50% Joint and Survivor Benefit is determined as follows:

For service between June 30, 1976 and January 1, 2009.  
 $\$126.07 \times 16 \text{ (Units)} = \$2,017.12$

plus

$\$32,000 \times 1.8\% = \$576$

equals

Total monthly pension of \$2,593.12

The monthly pension of \$2,594.00 is the amount which is automatically paid to you if you are not married on the date your pension is to commence. If you are married on the date your pension is to commence and, if you and your wife do not elect against the Joint and Survivor Benefit, your 36-payment guarantee benefit is reduced by a 50% joint and survivor factor, which depends on your age and your spouse's age when benefits begin. Since your Disability Pension starts before your 55th birthday you should refer to the 50% Joint and Survivor Table, below for the appropriate 50% joint and survivor factor. Regardless of the form in which your benefit is paid, if you recover from your disability before reaching age 65 your pension payments will stop. If you die while receiving a disability pension, benefits will be paid to your beneficiary in accordance with the form of benefit, 36-payment guarantee or 50% joint and survivor, that applies to you.

## **HOW BENEFITS ARE PAID**

### **1. When Do Benefits Start?**

#### **a. Commencement of Pension Payments to Me**

Your pension begins on the latest of the following dates:

É the first day of the month coincident with or next following the date you actually retire, and satisfy all of the conditions for entitlement to a retirement pension.

É the first day of the month next following receipt of your application for benefit.

É the first day of the month specified in your application for commencement of your pension, provided your application is received not more than 180 days before the commencement date of your pension.

If you attain age 70½, your benefits must begin no later than April 1 of the calendar year following the calendar year when you attain age 70½, regardless of whether or not you have retired.

#### **b. Commencement of Benefits to My Spouse or Other Beneficiary**

If you die after pension payments to you have begun, payment of any benefits due your spouse or other beneficiary on account of your death will be made to your eligible beneficiary within a reasonable period of time following your death upon receipt of your death certificate.

If you die before pension payments to you have begun and a death benefit is due your spouse or other beneficiary, payment of the death benefit will be made in accordance with the applicable death benefit provision after receipt of your beneficiary's application for benefit.

#### **c. Mailing of Pension Checks**

A pension check for a particular month is mailed by the Plan office on the last working day of the preceding month or, if elected, directly deposited to your bank account.

### **2. When Should I File My Application For Benefits?**

#### **a. Application for Retirement Pension**

If you are eligible for a retirement pension, you must file an application for benefits before the date your pension is to commence. You may not file your application for benefits any earlier than 180 days before the date your pension is to commence. Your pension cannot be paid until you have filed an application and other appropriate documents with the Administrative Agent. Generally, no payments will be made for the period before your application is received.

#### **b. Application for Death Benefit Before Pension Payments to You Have Begun**

If your beneficiary is eligible for a benefit as a result of your death before pension payments to you have begun, he or she must file an application in order to receive the benefit. Generally, your beneficiary should file the application as soon as practicable following your death so that a determination may be made as to the type of death benefit to be paid.

Notification by the Administrative Agent of eligibility for benefit and amount of benefit will be provided within 30 days of the date the Plan receives an application for benefit. If, however, special circumstances exist and more time is needed to process your claim for a benefit, you or your beneficiary will be informed of the necessity for the extra time before the expiration of the initial 30 days. In such case, you or your beneficiary will be notified of the amount of benefit to be paid or the decision regarding eligibility for benefit within 120 days of the date the claim is received.

### **3. If My Claim For Benefits Is Denied, How Do I File An Appeal?**

If you or your beneficiary makes a claim for benefits under the Plan, and all or part of it is denied, the Administrative Agent will notify you in writing within 30 days (120 days if you receive a written notice from the Administrative Agent that the Trustees need extra time to reach a decision). Within 90 days after you receive the notice of denial, you or your authorized representative may appeal the decision in writing. The Trustees will review your appeal at the next scheduled meeting. However, if it is received within 30 days of the meeting, the Trustees will review your appeal at the second scheduled meeting after receiving the appeal or, if extra time is needed because of special circumstances, at its third scheduled meeting after receiving your appeal. As soon as possible after the Board of Trustees reviews your appeal you will be notified in writing of the final decision and the specific reasons for that decision. If your appeal is denied, the letter informing you of the denial will advise you of any further rights you may have to pursue your claim.

### **4. How Will My Pension Be Paid Out When I Retire?**

If you are not married at the time your pension is to commence, you will receive a monthly pension which is payable for your lifetime with the provision that not less than 36 monthly payments will be made to you and your designated beneficiary. This is called a 36-Payment Guarantee Benefit. The 36-Payment Guarantee Benefit does not apply in the case of disability retirement if payments cease because of your recovery.

If you are married at the time your pension is to commence, you will receive a somewhat smaller monthly pension for as long as you live, and after your death, one-half of your pension will be paid to your surviving spouse for the rest of his or her lifetime. This form of payment provides valuable protection for you and your spouse and is called a 50% Joint and Survivor benefit. This 50% Joint and Survivor annuity will automatically apply unless you indicate your decision to choose an alternate form of benefit on a form provided by the Administrative Agent, and your spouse voluntarily gives his or her consent to this decision. Your spouse is not required to consent to give up a 50% Joint and Survivor Benefit, which may be a very valuable benefit to him or her. You and your spouse may also elect to receive a 75% Joint and Survivor benefit, calculated as set forth below, as an alternate form of benefit.

If the 50% Joint and Survivor Benefit or the 75% Joint and Survivor Benefit applies to you, the pension otherwise payable on the basis of the 36-payment guarantee form is reduced in order to account for the added cost of providing the lifetime survivorship protection for your spouse.

### Example: 50% Joint & Survivor Benefits vs. 36 Month Guarantee

Suppose you retire at age 65 on June 30, 2004 with 25 Future Benefit Units and no Break in Service. If you are unmarried, your basic form of benefit is the 36 month guarantee, calculated as follows:

$$\begin{aligned} &25 \text{ Future Benefit Units} \times \$120.00 \text{ (The Benefit Rate in effect upon your retirement)} \\ &= \$3,000.00 \end{aligned}$$

You would receive a monthly Pension benefit of \$3,000.00 for the rest of your life. If you died in October 2004, after receiving 4 monthly benefit checks, your designated beneficiary would receive \$3,000.00 for the next 32 months, and benefits would then terminate.

Suppose the same facts as above, except that you were married on your retirement date. Your monthly benefits would be reduced to reflect the fact that your spouse would be entitled to survivor benefits under the Plan after your death. If your spouse was age 61 upon your retirement, your benefits would be reduced to 90% of \$3,000.00, or \$2,700.00. You would receive \$2,700.00 for the rest of your life. Upon your death, your spouse would receive 50% of your benefit, or \$1,350.00 for the rest of his or her life. These calculations are explained more fully in the next section.

### 5. How is the 50% Joint and Survivor Pension Calculated?

The reduction for the 50% joint and survivor benefit is calculated differently, depending upon whether you are to receive a Disability Pension or a Pension of another type. The calculations are as follows:

- **If you retire for reason other than Disability or you retire for Disability on or after your 55th birthday:**

Multiply the number of whole years by which your spouse's age differs from your age by 0.5%. If your spouse is older than you, add the result to 92% (the sum cannot exceed 100%); if your spouse is younger than you, subtract the result from 92%.

*50% Joint and Survivor Factors*  
for All Non-Disability Pensions and for  
Pensions Starting On or After Age 55

Table 1	
As of Date Pension Starts:	
	After June 30, 2000
Spouse and You are Same Age	92%

Spouse is 1 Year Younger	91.5%
Spouse is 2 Years Younger	91.0%
Spouse is 3 Years Younger	90.5%
Spouse is 4 Years Younger	90.0%
Spouse is 5 Years Younger	89.5%
Spouse is 6 Years Younger	89.0%
Spouse is 7 Years Younger	88.5%
Spouse is 8 Years Younger	88.0%
Spouse is 1 Year Older	92.5%
Spouse is 2 Years Older	93.0%
Spouse is 3 Years Older	93.5%
Spouse is 4 Years Older	94.0%

If you retired before July 1, 2000, the joint and survivor calculation used different reduction percentages

- If you retire for disability before your 55th birthday:**

Multiply the number of whole years by which your spouse's age differs from your age by 0.5%. If your spouse is older than you, add the result to 80% (the sum cannot exceed 100%); if your spouse is younger than you, subtract the result from 80%.

The reduction factor from above is then multiplied by the 36-payment guarantee pension amount to obtain the reduced pension on the basis of the 50% joint and survivor benefit.

*50% Joint and Survivor Factors  
for Disability Pension Starting Before Age 55*

Table 2 As of Date Pension Starts:	Disability Pension Before Age 55
Spouse and You are Same Age	80%
Spouse is 1 Year Younger	79.5%
Spouse is 2 Years Younger	79.0%
Spouse is 3 Years Younger	78.5%
Spouse is 4 Years Younger	78.0%
Spouse is 5 Years Younger	77.5%
Spouse is 6 Years Younger	77.0%
Spouse is 7 Years Younger	76.5%
Spouse is 8 Years Younger	76.0%
Spouse is 1 Year Older	80.5%

Spouse is 2 Years Older	81.0%
Spouse is 3 Years Older	81.5%
Spouse is 4 Years Older	82.0%

## 6. How is the 75% Joint and Survivor Pension Calculated?

The Plan offers a 75% Joint and Survivor Pension as an alternative to the 36 month Guarantee or the 50% Joint and Survivor Pension. The reduction for the 75% joint and survivor benefit is calculated differently, depending upon whether you are to receive a Disability Pension or a Pension of another type. The calculations are as follows:

- **If you retire for reason other than Disability or you retire for Disability on or after your 55th birthday:**

Multiply the number of whole years by which your spouse's age differs from your age by 0.6%. If your spouse is older than you, add the result to 88% (the sum cannot exceed 100%); if your spouse is younger than you, subtract the result from 88%.

*75% Joint and Survivor Factors  
for All Non-Disability Pensions and for  
Pensions Starting On or After Age 55*

Table 1 As of Date Pension Starts:	After June 30, 2000
Spouse and You are Same Age	88%
Spouse is 1 Year Younger	87.4%
Spouse is 2 Years Younger	86.8%
Spouse is 3 Years Younger	86.2%
Spouse is 4 Years Younger	85.6%
Spouse is 5 Years Younger	85.0%
Spouse is 6 Years Younger	84.4%
Spouse is 7 Years Younger	83.8%
Spouse is 8 Years Younger	83.2%
Spouse is 1 Year Older	88.6%
Spouse is 2 Years Older	89.2%
Spouse is 3 Years Older	89.8%
Spouse is 4 Years Older	90.4%

- **If you retire for disability before your 55th birthday:**

Multiply the number of whole years by which your spouse's age differs from your

age by 0.5%. If your spouse is older than you, add the result to 80% (the sum cannot exceed 100%); if your spouse is younger than you, subtract the result from 80%.

The reduction factor from above is then multiplied by the 36-payment guarantee pension amount to obtain the reduced pension on the basis of the 50% Joint and Survivor benefit.

*75% Joint and Survivor Factors  
for Disability Pension Starting Before Age 55*

Table 2 As of Date Pension Starts:	Disability Pension Before Age 55
Spouse and You are Same Age	80%
Spouse is 1 Year Younger	79.5%
Spouse is 2 Years Younger	79.0%
Spouse is 3 Years Younger	78.5%
Spouse is 4 Years Younger	78.0%
Spouse is 5 Years Younger	77.5%
Spouse is 6 Years Younger	77.0%
Spouse is 7 Years Younger	76.5%
Spouse is 8 Years Younger	76.0%
Spouse is 1 Year Older	80.5%
Spouse is 2 Years Older	81.0%
Spouse is 3 Years Older	81.5%
Spouse is 4 Years Older	82.0%

**7. What is my spouse dies before I do, after we begin receiving a 50% Joint and Survivor Benefit or a 75% Joint and Survivor Benefit?**

If you retired after July 1, 1998, and are receiving a 50% Joint and Survivor pension or a 75% Joint and Survivor pension you are eligible for a special "Pop-Up" provision of the Plan. This means that if your spouse dies before you do, your Pension Benefit payments will be increased to equal the amount which would initially have been paid if your pension had been paid in the form of the 36 month guarantee. To receive the Pop-up benefit, you must request it in writing and furnish valid proof of your spouse's death to the Board of Trustees. The increased amount will begin the month after written notice has been received by the Plan.

**Example: Pop-up Benefit.** Assume you retire on January 1, 2014 at Normal Retirement Age, while married, and you and your spouse do not elect the 36 month guarantee instead of the 50% Joint and Survivor Benefit. You have an Accrued Pension Benefit of \$3,428. Your spouse is 4 years younger than you. Your monthly Pension

benefit is \$3,086.00, due to the Joint and Survivor reduction factor. If your spouse dies in June 2014, and you report her death to the Administrative Agent in October 2014, your November 2014 monthly payment will be \$3,428.00. If you had reported your spouse's death in June, your increased benefit of \$3,428.00 would have begun in July 2014.

## **VESTING AND NON-FORFEITABILITY OF BENEFITS**

### **1. What Is Vesting? How Do I Become Vested In My Benefits?**

Vesting is a nonforfeitable right to receive a pension benefit. If you are an Active Participant after June 30, 1998, you become fully or 100% vested in your Accrued Pension Benefit after completing 5 years of Vesting Service. This entitles you to receive a pension benefit starting at Normal Retirement Age. You may also qualify for other types of benefits. You also become vested in your Pension Benefit if you are an Active Participant at the time you reach Normal Retirement Age.

You receive one year of Vesting Service for each year that you receive a Past Benefit Unit for service before July 1, 1959. You receive Vesting Service for service between July 1, 1959 and July 1, 1976 equal to the greater of:

- (1) the Future Benefit Units credited to you for this period, or
- (2) the number of Plan Years during this period in which you have at least 870 Vesting Hours of Service.

You receive one year of Vesting Service for each Plan Year after June 30, 1976 in which you have at least 870 Vesting Hours of Service.

You do receive Vesting Service for hours worked outside of the jurisdiction of the Union for which contributions are made to this Plan on your behalf pursuant to a reciprocal agreement. If you work for an Employer in a position that does not require that contributions be made to the Plan on your behalf, "non-Covered Employment", you may still earn Vesting Service, but not Benefit Units, for this work if you worked in Covered Employment on or after July 1, 1976 and the period of non-Covered Employment immediately precedes or follows a period of Covered Employment with the same Employer. Vesting Service does not include a period of employment when an Employer was not a contributing employer under the Plan.

### **2. Can I Lose Any Of My Benefits From This Plan?**

You should be aware of the following circumstances which could cause you to lose or forfeit your benefits under the plan.

- **Termination/Break in Service** . If, before you become fully vested, you have a Permanent Break in Service, you will lose any credit you have for Vesting Service and Benefit Units.



- **Permanent Break in Service After June 30, 1986** . You have a Permanent Break in Service after June 30, 1986 upon the June 30 that you have five consecutive One-Year Breaks in Service.

- **Permanent Break in Service After June 30, 1976 and Before July 1, 1986** . You have a Permanent Break in Service after June 30, 1976 and before June 30, 1986 upon the June 30 that the number of your consecutive One-Year Breaks in Service equals or exceeds the number of your years of Vesting Service. In no event, however, will you lose Vesting Service and Benefit Units during the period July 1, 1976 through June 30, 1979 if the rules on Permanent Break in Service for the period after June 30, 1959 and before July 1, 1976 (described below) are more beneficial to you than those described above.

- **Permanent Break In Service After June 30, 1959 and Before July 1, 1976** . You have a permanent break in service before July 1, 1976 when you have two consecutive One-Year Breaks in Service.

É **Suspension of Benefits** . Your disability payments will stop if you recover from your disability before you reach age 65. Also, you will not receive a pension payment for any month in which you receive accident and sickness benefits before reaching age 65. Further, your pension payments may be withheld if you work in Prohibited Employment. For more information, see "Under What Conditions Are My Pension Payments Suspended?"

- **Benefit Restrictions** . The Internal Revenue Code limits the amount of benefits that may be paid from a plan or from a combination of plans. The benefit provided by this Plan alone would not, based on present levels, exceed these limitations. However, no advanced determination has been made as to whether the benefits from this Plan in combination with the benefits from other plans in which employees participate would exceed the limitations. If the limitations would otherwise be exceeded, it would be necessary to reduce benefits.

### **3. What is a One Year Break in Service?**

You have a One Year Break in Service when the number of your Vesting Hours of Service during a Plan Year is less than 400. You will not have a One Year Break in Service, however, if you are unable to earn 400 Vesting Hours of Service because of:

É Periods of Total and Permanent disability, up to a maximum of three years.

É Periods of disability for which you receive accident and sickness benefits under the Stone and Marble Masons of Metropolitan Washington, D.C. Health and Welfare Trust Fund.

- É Periods of disability, up to a maximum of three years, for which you receive Workmen's Compensation benefits resulting from your work in Covered Employment.
- É Periods of unemployment, up to a maximum of two years, during which you were physically able and available to work. (Any of these periods must be certified by the Union and Board of Trustees.)
- É Employment by the International Union for up to 2 years
- É Maternity of Paternity leave of absence
- É Family medical leave
- É Strikes or lockout
- É Qualified Military Service

#### **4. What Happens To My Benefits If I Get Divorced?**

If you are eligible for benefits under the Plan, and you get divorced, your spouse may be granted certain rights to your pension if the court issues what is called a Qualified Domestic Relations Order. Because pension rights are important to you as a participant and to your spouse, each of you should seek experienced counsel to advise you regarding your rights in the event of a divorce.

#### **5. After I Retire, Will My Benefits Ever Be Reduced Or Increased?**

Unless you engage in Prohibited Employment, your benefits will not be reduced during your lifetime. If, however, the Plan becomes insolvent, your benefits would be funded by the PBGC, and may be limited to the level of the PBGC insurance. The Trustees may, from time to time, decide to increase the benefits of retirees, but you have no right to receive an increase and it is solely with the discretion of the Trustees to establish any increases.

If you return to employment for an Employer who contributes to the Plan after you retire, you will accrue benefits at the Benefit Rate in effect at the time of your Retirement, for each Benefit Unit you accrue after Retirement.

#### **6. Under What Conditions Are My Pension Payments Suspended?**

You are not entitled to begin receiving Pension Benefits until you have actually retired from your employment; you must actually separate from your employment with a contributing Employer to qualify to begin receiving your retirement benefits. Once you have actually retired, and you have begun receiving Pension Benefits, your Pension Benefits may be stopped or suspended only in limited circumstances, including the following:

**a. Receipt of Accident and Sickness Benefits**

You will not receive a pension payment for any month before the month in which your Normal Retirement Age falls that you receive accident and sickness benefits under the Stone and Marble Masons of Metropolitan Washington, D.C. Health and Welfare Plan or any other construction trades welfare plan.

**b. Disability**

If you retire for disability and later recover from your disability before you reach your 65th birthday, your disability pension payments will stop.

**c. Prohibited Employment ó General**

Employment of a certain type may result in withholding of your pension payments (for the period of the employment), if you have retired. If you have not yet retired, employment of a certain type may result in a delay in the start of your pension. The type of employment that may result in a withholding of pension payments is referred to as Prohibited Employment. The Trustees may from time to time temporarily suspend or modify the rules regarding Prohibited Employment. The amount of time for which your engagement in Prohibited Employment will result in suspension of your benefits depends upon whether you have attained Normal Retirement Age. Before your attaining Normal Retirement Age, any employment in Prohibited Employment will result in suspension of your benefits. If you have attained Normal Retirement Age, only employment in Prohibited Employment more than 39 hours per month will result in suspension of your benefits.

Prohibited Employment means employment or self employment that is:

É In the same industry in which employees were working and covered by this Plan at the time your pension commenced (or last commenced) or would have commenced if you had not remained in or returned to Prohibited Employment;

É In the same trade or craft in which you were employed at any time while covered by the Plan, or any job using the skill or skills of such trade or craft including related supervisory work, even though you were not employed in supervisory work while covered by the Plan; and

É In the same state or metropolitan statistical area covered by the Plan at the time your pension commenced or would have commenced if you had not remained in or returned to Prohibited Employment. The geographical area covered currently by the Plan is the District of Columbia, Maryland and Virginia.

If you attain age 70½ after December 31, 1987, you will not be considered to be working in Prohibited Employment at any time after age 70½ regardless of whether you are employed.

Employment by an Employee with the Union shall not be deemed to be engaged in Prohibited Employment during any period after the Pensioner commences benefits under the Plan.

## **7. What are the Plan Rules Regarding Prohibited Employment?**

Prohibited Employment, defined in the last section, is employment after Retirement of the same kind for which you earned Benefit Units before you retired. Generally, if you are engaged in Prohibited Employment, your Pension Benefits will be suspended for as long as you engage in Prohibited Employment. From time to time, the Trustees may allow you to engage in prohibited Employment without suffering a suspension of benefits. If the Trustees decide to do that the Board will provide advanced notice to you. For example, during the period of 2000-June 2006, the Trustees amended the Plan to permit work in Prohibited Employment for a Union Contractor, without suspending the Pension Benefits of Retirees engaged in Prohibited Employment. There is no guarantee that the Prohibited Employment rules won't be enforced in the future, so you should contact the Administrative Agent if you are thinking about working in Prohibited Employment as a Retiree. Following are rules of the Plan that are applicable to periods of time in which engaging in Prohibited Employment will result in a suspension of your Pension Benefits:

- a. Amount of Earnings in Prohibited Employment** Your benefits will be suspended only if you earn more during Prohibited Employment than the minimum threshold established by the Trustees. This threshold may be modified from time to time by the Trustees.
- b. Notice of Prohibited Employment** If, after you retire, you work in Prohibited Employment you must provide written notification of this work to the Administrative Agent within 15 days of starting the work. The notice is to be provided regardless of the number of expected paid hours per month.
- c. Periodic Proof of Non-Prohibited Employment** During the period that you are receiving pension payments the Trustees may ask you to provide periodic proof that you are not working in Prohibited Employment. If you do not furnish the requested proof, the Trustees may withhold your pension payments commencing with the payment for the third month following the month in which you were requested to provide the proof. Pension payments will again be made to you commencing with the second month following the month in which proof is received that you are not working in Prohibited Employment. Your initial payment will include any previously withheld pension payments for which you were not working in Prohibited Employment, less an offset for any amounts owed the Plan.
- d. Repayment of Benefits** If you receive a pension payment for a month in which you were working in Prohibited Employment, you are obligated to repay the amount you received. The Plan has a right to recover any owed amounts, and may do so by offsetting future pension payments. If you die before the Plan recovers the full amount it is owed, any pension payments to your beneficiary will be subject to offset. The offset against the

initial payment of benefits following a suspension may be the full amount owed to the Plan. Thereafter, the offset will not exceed 25% of the amount of monthly pension otherwise payable to you.

**e. Notice of Suspension of Benefits** When your pension payments are withheld, the Administrative Agent will furnish you with a notice describing the reasons for the suspension, plus certain other related information. You can request a review of the decision to suspend your pension payments by submitting a written request to the Trustees. The request for review will be handled in the same manner as a review of a denial of benefits.

**f. Resumption of Benefits After Suspension** When you stop working in Prohibited Employment you must notify the Administrative Agent in writing of the date you stopped working in such employment. Pension payments will be made to you commencing the later of (i) the third month following the month in which you stopped working in Prohibited Employment or (ii) the second month following the month in which notice is received that you have stopped working in such employment. Your initial payment will include previously withheld pension payments for months in which you were not working in Prohibited Employment, less an offset for any amounts owed the Plan.

**g. Advance Determination of Prohibited Employment** You may request an advanced determination as to whether certain employment is considered Prohibited Employment.

**h. Adjustment to Pension for Suspension of Reduced Early Retirement Benefit** If you receive a reduced early retirement benefit and that benefit is suspended during the period before you reach age 65, the pension you receive when benefits are again payable will be actuarially adjusted to reflect the payments you received before reaching age 65.

## **DEATH AND SURVIVOR BENEFITS**

### **1. Are there any Death Benefits Available Under the Pension Plan?**

In addition to the benefits described in the next section, if you die after June 30, 2001, while an Active Participant under the Plan with at least 100 Hours of Benefit Service, your beneficiary will receive a death benefit in the amount of \$20,000.00.

If you are retired and receiving Normal, Early Retirement or Disability benefits (but not a Deferred Pension), your beneficiary will receive a death benefit in the amount of \$10,000.00.

For distributions made after December 31, 2006, an individual who is not a spouse, including domestic partners, parents, siblings, and children, or a trust, may be named as a beneficiary. Non-spouse beneficiaries may rollover a distribution directly to a properly titled inherited IRA, provided that the inherited IRA accepting the direct rollover be set up solely to receive the death benefit, be in the name of the deceased participant and distributions from it must be made in accordance with the required minimum distribution (RMD) rules that apply to

beneficiaries of inherited IRAs. Failure to properly rollover the benefit will result in a loss of the benefit and the inherited balance will become immediately taxable.

## **2. What If I Should Die Before My Pension Starts?**

If you die before your Pension has started, in addition to the benefit described in the previous section, your spouse (if you are married) or your designated beneficiary (if you are not married) is eligible to receive one of the death benefits for which your spouse or beneficiary qualifies, described in (a), (b), or (c) below.

**(a) 36-payment Benefit.** If your death occurs while you are an Active Participant and you are fully Vested, your beneficiary will be eligible to receive a benefit of 36 monthly payments equal to your Accrued Pension Benefit as of the date of your death. Payment of this benefit begins the first day of the month after your death. If you are vested, but not an Active Participant, the benefit is payable on the date you would have attained age 55.

**(b) Lump-sum Benefit.** If your death occurs while you are an Active Participant (whether or not vested) or if your death occurs after you ceased to be an Active Participant and you have at least 10 years of Vesting Service, your designated beneficiary is eligible to receive a lump-sum payment equal to \$300.00 times the number of your Future Benefit Units up to a maximum of 20 Units. Payment of this benefit is made immediately after your death.

**(c) Surviving Spouse's Benefit.** If your death occurs while you are married and fully vested (whether or not you are an Active Participant), your surviving spouse is eligible to receive a surviving spouse's benefit, determined as follows:

**(i)** If your death occurs on or after you reach age 55, your surviving spouse receives a monthly pension that begins the first day of the month following your death. The pension is equal to 50% of the pension you would have received had you retired and elected, just prior to your death, to receive an immediate early or normal retirement pension on the basis of the 50% Joint and Survivor benefit. Pension payments are made for the rest of your surviving spouse's life.

**(ii)** If your death occurs before you reach age 55, your surviving spouse receives a monthly pension that begins the first day of the month following the date you would have reached age 55. The pension is equal to 50% of the pension you would have received (based on your Accrued Pension Benefit at time of your death) had you survived to age 55, and elected to receive an Early Retirement Pension on the basis of the 50% and joint and survivor benefit form. Pension payments are made for the rest of your surviving spouse's life.

### **Example: Unmarried Vested Participant Dies**

Suppose you die at age 56 with 20 Future Benefit Units, with a Monthly Accrued Pension Benefit of \$2,400.00. Since you are unmarried, your beneficiary would be entitled to receive 36 monthly payments of \$2,400.00. If you died at age 45, with the same Accrued Pension Benefit, your beneficiary would be entitled to receive 36 monthly payments of \$2,400.00, beginning ten years after your death. Under either situation, your beneficiary could elect to receive the Lump Sum Benefit of \$6,000.00 payable immediately after your death instead of the 36 monthly payments.

### **Example: Surviving Spouse's Benefit Upon Death Before Age 55**

Suppose you die after you cease to be an Active Participant at age 45, and you have 15 years of Vesting Service at that time and you were an Active Participant after July 1, 1998. You are vested. Also, suppose your monthly Accrued Pension Benefit is \$1,896.00.

The pension that is payable to your spouse when you would have reached age 55 is equal to 50% of the pension you would have received (based on your Accrued Pension Benefit) had you survived to age 55 and elected to receive an immediate early retirement pension on the basis of the *50% joint and survivor* benefit form. Suppose that you and your spouse are the same age. Your reduction factors are 64% for early retirement and 92% for joint and survivor annuity, yielding a pension benefit of \$1,117.00. Starting the first day of the month after you would have reached your 55th birthday, your spouse would receive a 50% monthly pension for the rest of his or her life of \$559.00.

### **Example: Surviving Spouse's Benefit Upon Death on or After Age 55**

Suppose your death occurs while you are an Active Participant at age 60, and you have 20 years of Vesting Service. You are vested, and you are eligible to retire with a Reduced Early Pension just prior to your death. Also suppose your monthly Accrued Pension Benefit at that time works out to be \$2,400.00. The pension that is payable to your spouse is equal to 50% of the pension you would have received had you retired and elected, just prior to your death, to receive an immediate early retirement pension on the basis of the 50% joint and survivor benefit form. Suppose that your spouse is 2 years younger than you are. Your reduction factors are 94% for early retirement and 91% for joint and survivor annuity, yielding a pension benefit of \$2,053.00. Starting the first day of the month after your death (when you were age 60), your spouse would receive a monthly pension for the rest of his or her life of \$1,027.00.

Note 1 - If your spouse is eligible for the surviving spouse's benefit, he or she may reject this benefit and elect to receive the lump-sum benefit or, if eligible for it, the 36-payment benefit.

Note 2 - If the surviving spouse's benefit is to be paid and the actuarial lump-sum value of that pension is \$5,000 or less, the lump-sum value will be paid to your spouse instead of the pension.

## **3. What If I Should Die After My Pension Starts?**

If you are receiving a pension on the basis of the 36-payment guarantee form of benefit, payment of your pension will, upon your death, continue to be made until a total of 36 payments

have been made both to you and your beneficiary. If you have already received 36 payments before your death, no additional payments will be made to your beneficiary.

If you are receiving a pension on the basis of the 50% Joint and Survivor form of benefit, your spouse will upon completion of paperwork receive a benefit after your death that is one-half of your retirement pension for the rest of his or her life.

#### **4. What if my spouse dies before I do, after we begin receiving a 50% Joint and Survivor Benefit What is the Pop-Up Benefit?**

If you retired after July 1, 1998 and are receiving a 50% Joint and Survivor pension or a 75% Joint and Survivor pension, you are eligible for a special "Pop-Up" provision of the Plan. This means that if your spouse dies before you do, your Pension Benefit payments will be increased to equal the amount of which would initially have been paid if your pension had been paid in the form of the 36-payment guarantee. To receive the Pop-Up benefit, you must request it in writing and furnish valid proof of your spouse's death to the Board of Trustees. The increased amount will begin the month after written notice has been received by the Plan.

#### **Example: Pop-Up Benefit**

Assume you retire on January 1, 2013 at Normal Retirement Age, while married and you and your spouse do not select the 36 payment guaranteed instead of the 50% Joint and Survivor Benefit. You have 28 Future Benefit Units and have an Accrued Pension Benefit of \$3,428. Your spouse is 4 years younger than you. Your monthly Pension benefit is \$3,086.00, due to the Joint and Survivor reduction factor. If your spouse dies in June 2014, and you report her death to the Administrative Agent in October 2014, your November 2014 monthly payment will be \$3,428.00. If you had reported your spouse's death in June, your increased benefit of \$3,428.00 would have begun in July 2014.

### **SOCIAL SECURITY**

#### **1. What Can I Expect From Social Security?**

You may receive benefits from Social Security in addition to the benefits you will get from the Pension Plan. Social Security benefits may be payable in the event of your death or disability as well as retirement. With the amendments made to the Social Security Act in recent years, these benefits have become a substantial part of your total benefit program.

##### **a. Retirement Benefits**

You may be entitled to receive Social Security monthly income benefits when you reach age 65. The age at which unreduced benefits become payable has been raised from 65 to 67, but there is a phase-in of the change based on an individual's year of birth. When your spouse reaches age 65 or such later age that unreduced benefits become payable, he or she is entitled to a benefit equal to one-half of your age 65 benefit, or, if greater, a benefit based on his or her own work record. Social Security retirement benefits



are payable as early as age 62, but at a permanently reduced amount.

**b. Disability Benefits**

If you become disabled, you and your family may be entitled to Social Security disability benefits. They become payable after you have been totally disabled for 5 full calendar months. Your dependent spouse is entitled to additional benefits from Social Security if he or she is at least age 62 or is caring for a child eligible for a child's Social Security Benefit. Additional children's Social Security benefits are payable if you have dependent children under age 18 (under age 19 if they are full-time students).

**c. Death Benefits**

Your family may also be entitled to Social Security benefits after your death. If you die leaving dependent children, family benefits may be payable until your children reach age 18 (or at age 19 if they are full-time students). After your children grow up, your spouse may be entitled to start receiving Social Security benefits again when he or she reaches age 60.

This section of the booklet was meant to give you a brief introduction to Social Security. Your actual Social Security benefits are based on certain of your earnings subject to Social Security taxes. You may go to your local Social Security office for a record of your past wages that were subject to Social Security taxes. You can also request from them a booklet which explains in detail how to figure your Social Security benefits.

## **DEFINITIONS**

Throughout this booklet, you may have come across certain words or terms which are used frequently and which you should know. These terms have been capitalized in order that you might identify them.

**Union** ó Bricklayers and Allied Craftworkers Local No. 1, Maryland, Virginia and D.C.

**Employer** ó An organization which has agreed in writing with the Union to make contributions to the Plan. Under the Plan, the Union is also considered an Employer. You can find out which companies are contributing Employers to the Plan by calling the Administrative Agent or the Union.

**Trustees or Board of Trustees** ó The Board of Trustees consists of an equal number of representatives appointed by the Employers and the Union. The names and business addresses of the current Trustees are set forth in this booklet.

**Fund Office** ó The organization selected by the Trustees to carry out, on a contract basis, the day-to-day operation of the Plan:

Carday Associates, Inc.

7130 Columbia Gateway Drive  
Suite A  
Columbia, MD 21046  
(410) 872-9500

Normal business hours: 9:00 a.m. to 5:00 p.m., Monday through Friday

**Plan Year** ó The 12-month period beginning July 1 and ending June 30.

**Covered Employment** ó Employment for which an Employer has agreed to contribute to the Plan in accordance with a collective bargaining agreement or other agreement.

**Active Participant** ó You become an Active Participant when you begin working in Covered Employment. You cease to be an Active Participant on the earliest of the following dates:

É The date your pension is to commence

É June 30 of the Plan Year in which you have a One-Year Break in Service

É The date of your death

You again become an Active Participant at the time contributions are made to the Plan on your behalf after the date you last ceased to be an Active Participant, unless you ceased to be an Active Participant because you reached your pension commencement date.

**Normal Retirement Age** ó Age 65 or, if later, your age on the 5th anniversary of the date your participation in the Plan began.

**Retirement** ó The complete and continued withdrawal from any further employment regardless of whether or not such employment is Covered Employment. If a Participant shall notify such Participant's Employer that the Participant intends to cease employment, and shall not be employed for a period of thirty (30) days, it shall be presumed, subject to any contrary determination by the Board of Trustees after investigation, that the Participant has retired. Once you have actually retired, if you later engage in Prohibited Employment, that will not affect the fact that you previously retired.

**Vesting Service** ó Your Vesting Service is used to determine your eligibility to receive a benefit.

**Vesting Service for service prior to July 1, 1959** ó You receive one year of Vesting Service for each year that you receive a Past Benefit Unit.

**Vesting Service for service after June 30, 1959** ó Sum of (a) and (b) below:

(a) Service Between July 1, 1959 and June 30, 1976

You receive Vesting Service for service between July 1, 1959 and July 1, 1976 equal to

the greater of:

- (1) the Future Benefit Units credited to you for this period, or
- (2) the number of Plan Years during this period in which you have at least 870 Vesting Hours of Service.

**(b) Service After June 30, 1976**

You receive one year of Vesting Service for each Plan Year after June 30, 1976 in which you have at least 870 Vesting Hours of Service.

**Vesting Hour of Service** ó Each hour that you work for your Employer. You may also receive Vesting Hours of Service for other periods such as military service or family medical leave; for more information, please contact the Administrative Agent.

Your Vesting Hours of Service are maintained on a Plan Year basis, and are used to determine your Vesting Service and whether you have a One-Year-Break in Service.

**One-Year Break in Service** ó You have a One-Year Break in Service when the number of your Vesting Hours of Service during a Plan Year is less than 400.

However, you will not have a One-Year Break in Service if you are unable to earn 400 Vesting Hours of Service because of:

- É Periods of Total and Permanent disability, up to a maximum of three years.
- É Periods of disability for which you receive accident and sickness benefits under the Stone and Marble Masons of Metropolitan Washington, D.C. Health and Welfare Trust Fund.
- É Periods of disability, up to a maximum of three years, for which you receive Workmen's Compensation benefits resulting from your work in Covered Employment.
- É Periods of unemployment, up to a maximum of two years, during which you were physically able and available to work. (Any of these periods must be certified by the Union and Board of Trustees.)
- É Employment by the International Union for up to 2 years
- É Strikes or lockout.
- É Maternity or paternity leave of absence
- É Family medical leave
- É Qualified Military Service

**Accrued Pension Benefit** ó At any time you are a participant you have an Accrued Pension Benefit under the Plan although generally you do not become vested (see “What is Vesting” on page 21) in your Accrued Pension Benefit until you have completed 5 years of Vesting Service (10 years of Vesting Service before July 1, 1998). Your Accrued Pension Benefit is based on the Benefit Units you have earned and the pension benefit levels in effect as of each date you cease to be an Active Participant. Under the Plan, separate Benefit Rates are established for each of the following time periods:

- a) Service before July 1, 1959 (Past Benefit Units);
- b) Service after June 30, 1959, but before July 1, 1976;
- c) Service between June 30, 1976 and January 1, 2009; and
- d) Service after December 31, 2008

**Benefit Rates** ó The Plan provides for monthly Pension Benefits determined by multiplying your number of Benefit Units by Benefit Rates. These rates are set by the Plan and have changed for different years.

**Benefit Units** ó Your Benefit Units are used to figure your pension benefit for service before January 1, 2009. There are two kinds of Benefit Units, Past Benefit Units and Future Benefit Units.

**Past Benefit Units** ó You receive one Past Benefit Unit for each Plan Year that begins before July 1, 1959, any part of which you were employed under a collective bargaining agreement of the Union or were employed by the Union, provided you never worked at non-Union employment prior to that date

**Future Benefit Units** – Future Benefit Units are the sum of service between July 1, 1959 and June 30, 1974, which are determined under one set of rules and service after June 30, 1974, which are the number of years determined by dividing the total number of your Benefit Hours of Service between June 30, 1974 and January 1, 2009 by 1600 including partial years of credit.

**Benefit Hour of Service** ó Each hour that you work in Covered Employment. You may also receive Benefit Hours of Service for periods of military service or family medical leave; for more information, please contact the Administrative Agent.

Your Benefit Hours of Service are maintained on a Plan Year basis, and are used to determine your Future Benefit Units for service prior to January 1, 2009.

**Benefit Accrual Rate** ó The Benefit Accrual Rate is the percentage used to calculate the amount of your Pension Benefit accrued after December 31, 2008. The Benefit Accrual Rate is multiplied by the total amount of the Employer contributions for services after 2008. The Benefit Accrual Rate for service between December 31, 2008 and January 1, 2015 was 1.8%. The Benefit Accrual Rate for service after December 31, 2014 is 1.7%.

**Total and Permanent Disability** ó You are considered to be Totally and Permanently Disabled if your physical or mental condition is medically determinable and arises as a result of bodily injury or disease which prevents you from engaging in any occupation or employment for wage or profit, except such employment which is found by the Trustees to be for the purpose of rehabilitation and you are entitled to Social Security disability benefits, or you submit other proof which, in the opinion of the Trustees, indicates that you will be Totally and Permanently Disabled through the remainder of your life.

However, a disability resulting from the following may not be the basis for disability retirement under the Plan:

- É Engagement in a criminal activity
- É Intentional self-inflicted injury
- É Habitual drunkenness or use of narcotics
- É Service in the armed forces of the United States for which you receive a disability pension, unless your military pension is smaller. If your military pension is smaller, you receive a pension from the Plan equal to the excess of your regular disability pension of the Plan over your military pension.

**Parental Hour of Leave** ó Each hour of leave of absence (beginning on or after July 1, 1985) because of your pregnancy, the birth of your child, the adoption of a child by you, or the caring for your child immediately following its birth or adoption. You receive 8 Parental Hours of Leave for each day of such absence (up to a maximum of 501 hours per absence), provided you furnish to the Trustees, if requested, information to establish (i) that the absence was for one of the reasons described above and (ii) the number of days of the absence.

Your Parental Hours of Leave are used in combination with your Vesting Hours of Service to determine whether or not you have a One-Year Break in Service. However, Parental Hours of Leave are not taken into account in determining your Vesting Service or Benefit Units.

**Family Medical Leave** ó Depending upon the particular circumstances of your employment, you may be entitled to credit for up to 480 hours of leave taken on account of a serious medical problem for either you, your spouse, or a family member. If you think this rule may apply to you, contact the Administrative Agent.

**Uniformed Service Employees** ó Uniformed Service Employees returning to covered employment have certain rights under the law. If you think these rules may apply to you, contact the Administrative Agent.

## **WHAT ELSE SHOULD I KNOW?**

### **Death After Benefits Begin**

Notice should be given to the Plan Office of the death of a retired participant or his or her beneficiary. After being notified, the Plan office will make a determination as to what benefits, if any, are then payable to an eligible beneficiary.

Monthly benefit payments for an individual cease with the payment for the month in which death occurs. Any benefit checks for subsequent months must be returned or refunded to the Plan office.

### **Form of Benefit Payment**

The form in which Plan benefits are paid are limited to those which are described in this booklet. The permissible forms do not include the withdrawal of contributions made to the Plan on your behalf by your Employer.

### **Change of Address of Retiree or Beneficiary**

If you are receiving a benefit and your address changes, you should notify the Fund Office promptly of the change so that there will be no delay in receiving your monthly pension checks.

### **Request for Information About Your Plan**

If you have such a request, it must be in writing and sent to the following address:

Stone and Marble Masons of Metropolitan Washington D.C. Pension Fund  
c/o Carday Associates, Inc.  
7130 Columbia Gateway Drive Suite A  
Columbia, MD 21046

Be sure to include with the request your full name, address and Social Security number.

### **Pension Benefit Guarantee Corporation**

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 \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33 for each year of service. 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 your plan administrator 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.pbgc.gov>.

### **Assignment of Benefits**

For the protection of your interest and those of your dependents, your benefits under this Plan cannot be assigned and, to the extent permitted by law, are not subject to garnishment or attachment. However, the Plan may be required to pay benefits to an alternate payee, such as a former spouse, if required to do so by a qualified domestic relations order as defined in ERISA.

### **Taxation of Benefits**

Your monthly pension payments are fully taxable as ordinary income under current Federal law. Also, unless you elect otherwise, your pension will generally be subject to Federal income tax withholding. The Plan Office will furnish you an election form for this purpose. The actual tax you owe, with or without the optional withholding, is, of course, your responsibility.

### **Continuance of Plan**

It is intended that the Plan continue indefinitely and meet any foreseeable situations that may occur. To protect against any unforeseen situations, the Trustees reserve the right to change the Plan and, if necessary, discontinue it. If it becomes necessary to terminate the Plan, the assets of the Plan must be used to provide benefits according to the Plan document. Accrued benefits as of the date of Plan termination are 100% vested, regardless of length of Vesting Service. However, the benefit amounts which are eventually paid may be less than the amounts otherwise determined according to the Plan document. The amounts which are eventually paid depend on the sufficiency of assets and, if there is an insufficiency of assets, the extent to which benefits are guaranteed by the Pension Benefit Guaranty Corporation. Also, a reduction in the amount of Plan benefits may also occur before Plan termination if the Plan is not sufficiently funded or if the Plan cannot pay the full amount of the benefits when due.

## **Your Rights Under the Employee Retirement Income Security Act of 1974**

As a participant in the Stone and Marble Masons of Metropolitan Washington D.C. Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

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

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

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

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

Receive a benefits statement at least once every three years if you have vested accrued benefits and you are still employed at the time the statement is provided, or give you, at least annually, notice of the availability of your benefits statement and describe how you may obtain it. The plan administrator is required by law to provide each participant with a benefit statement within the parameters described above.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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.

### **É Prudent Actions by Plan Fiduciaries**

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



## É Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## É Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Other Important Information**

### **Board of Trustees**

#### **Union Trustees**

Scott Garvin  
5879 Allentown Road  
Camp Springs, MD 20746

Ron Wondoloski  
5879 Allentown Road  
Camp Springs, MD 20746

Nino Cruz  
5879 Allentown Road  
Camp Springs, MD 20746

Michael L. Patterson  
9 Acorn Drive  
Annapolis, MD 21401

**Employer Trustees**

Joseph Pagliaro  
Pagliaro Stone Company  
6301 Foxley Road  
Upper Marlboro, MD 20772

Michael R. Bratti  
401 E. Glene Road  
Alexandria, VA 22305

Brett Rugo  
7953 Angleton Court  
Lorton, VA 22079

Manny Seara  
7544 Fullerton Court  
Springfield, VA 22153

You may write to the Board of Trustees at the following address:

Board of Trustees  
Stone and Marble Masons of Metropolitan  
Washington, D.C. Pension Fund  
c/o Carday Associates, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, MD 21046

**Employers Under the Plan** ó You may obtain from the Administrative Agent, upon written request, information as to whether a particular employer is a contributing employer under the Plan and, if the employer is a contributing employer under the Plan, the employer's address.

**Union**

Bricklayers and Allied Craft Workers Local No. 1  
Maryland, Virginia and D.C.  
5879 Allentown Road  
Camp Springs, MD 20746  
(240) 695-9463

**Collective Bargaining Agreements** ó Your Plan is maintained pursuant to one or more collective bargaining agreements. Copies of the agreements may be obtained from the Administrative Agent upon written request. Also, you may examine the agreements during normal business hours at the office of the Administrative Agent or, at the office of the Union or at worksites where 50 or more Plan members customarily work. A charge may be made to cover the cost of copying materials you request.

**Plan Documents** ó A copy of the Plan documents may be obtained from the Administrative Agent upon written request. Also, you may examine the Plan documents during normal business hours at the office of the Administrative Agent or, within 10 days of a written request of the Administrative Agent, at the office of the Union or at worksites where 50 or more Plan members customarily work. A charge may be made to cover the cost of copying materials you request.

**Internal Revenue Service Identification Number Assigned to Board of Trustees** ó 52-6117940

**Plan Identification Number -001**

**Fiscal Year of Plan** ó July 1 through June 30

**Agent for Service of Legal Process –**

William P. Dale, Esquire  
McChesney, & Dale, P.C.  
4000 Mitchellville Road  
Suite 222B  
Bowie, Maryland 20716

Service of legal process may also be served on The Board of Trustees or any Plan Trustee.