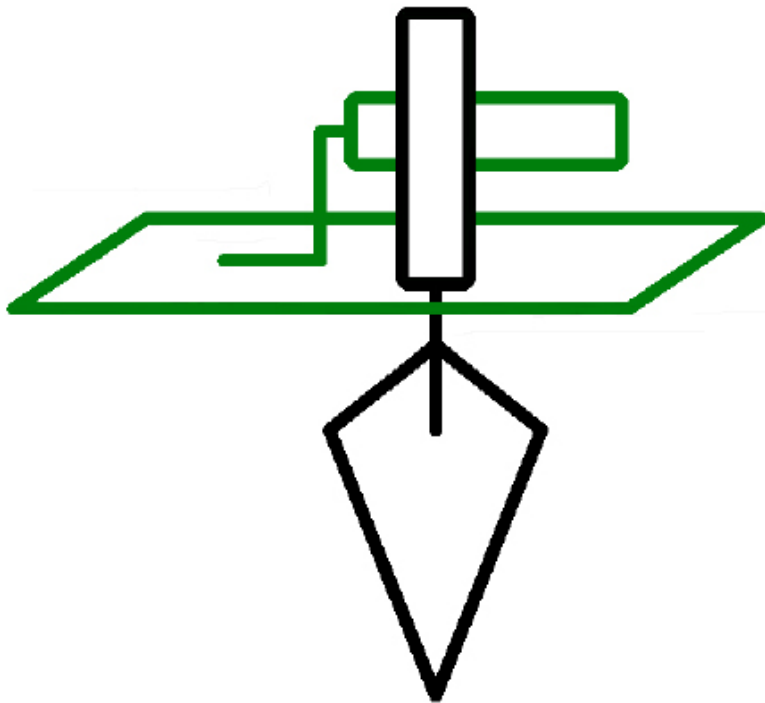


**CEMENT MASONS
PENSION TRUST FUND
FOR NORTHERN CALIFORNIA**

PENSION PLAN



Summary Plan Description

SEPTEMBER 2013

CEMENT MASONS PENSION TRUST FUND FOR NORTHERN CALIFORNIA

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Cement Masons Pension Trust Fund for Northern California

To all Participants covered by the Cement Masons Pension Plan:

We are pleased to provide you with this Summary Plan Description (SPD). The SPD describes some of the most important features of your Pension Plan. The SPD, however, cannot describe each and every detail of your Pension Plan. Only the Plan Rules and Regulations contain all of the provisions which govern the Pension Plan. In the event of any conflict between the SPD and the Rules and Regulations, the Rules and Regulations will prevail. If you would like a copy of the Rules and Regulations, on which this SPD is based, you have a right to have a copy. Call or write to the Trust Fund Office to request a copy of the Plan Rules and Regulations or visit the Trust Funds' website at www.norcalcementmasons.org.

The Pension Plan has been established to provide you and your family with retirement benefits which, in addition to Social Security benefits, should provide a measure of security during your years of retirement. Disability and death benefits are also provided for the security of you and your family.

The SPD tells you:

- How and when you become eligible for benefits,
- What your benefits are, and
- The general provisions of the Plan.

For your protection, only the Board of Trustees for the Pension Fund/Plan is authorized to interpret the Pension Plan provisions. No union or employer, nor any representative of any union or employer, is authorized to interpret the Plan on behalf of the Board, nor can any of these persons act as an agent of the Board.

We suggest that you share this SPD with your family, since they too have an interest in the Plan. We also suggest that you retain this SPD for future reference and that you inform members of your family where the SPD can be found. From time to time, material changes may be made to the Plan provisions. Any significant change is communicated to you in the form of Important Plan Benefit Change announcements. So that your information is complete and up-to-date, you should retain all Important Plan Benefit Change announcements with this SPD.

We also suggest that you review the Health and Welfare SPD as a companion booklet to the Pension Plan SPD. You will see information in the Health and Welfare SPD about qualifications for participation in the Health and Welfare Plan as a retiree, and the benefits provided to eligible retirees.

If you have questions about your Pension Plan, or if you have questions about the SPD, contact the Trust Fund Office at 1 707 864 3300 or toll free at 1 888 245 5005, Monday through Friday, between 8:00 AM and 5:00 PM. You can also email any questions to customerservice@norcalcementmasons.org.

Sincerely,

Board of Trustees

Important Information About Your Plan

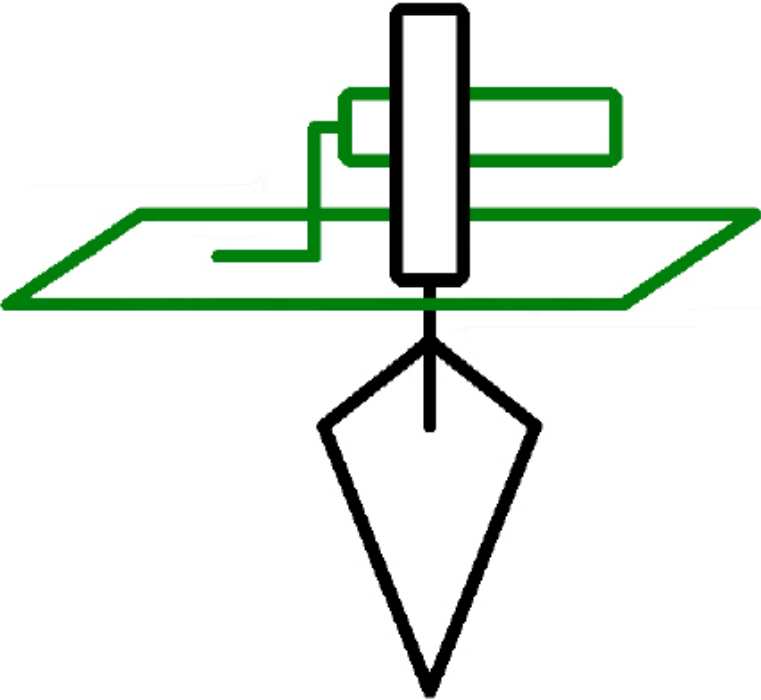
- This SPD is only a summary of the Plan's benefits. The summary cannot adequately reflect all of the details of the Pension Plan.
- The rights of a Participant or Beneficiary can only be determined by consulting the actual Rules and Regulations of the Pension Plan.
- You have a right to a copy of the Rules and Regulations and you may obtain one by calling, or writing, the Trust Fund Office. You may also view the Plan Rules and Regulations on the Trust Funds' website at www.norcalcementmasons.org.
- Only the full Board is authorized to resolve any questions in the interpretation of the Pension Plan.
- Only the Board can give binding answers, and then only if you have furnished full and accurate information concerning your situation.
- No employer or union, nor any representative of any employer or union is authorized to interpret the Plan on behalf of the Board - nor can any of these persons act as an agent of the Board.
- Wherever any words are used in this SPD in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply, and vice versa.
- Wherever any words are used in this Pension Plan in the singular form, they should be construed as though they were also in the plural form in all situations where they would so apply, and vice versa.

The Pension Plan Trust Agreement

The Trust Agreement provides that Individual Employers are not required to make any further payments or contributions to the cost of the operation of the Fund or of the Plan, except as may be provided in a collective bargaining agreement, a Subscriber's Agreement, or the Trust Agreement. This provision is subject to the requirements of the Multiemployer Pension Plan Amendments Act of 1980.

CEMENT MASONS PENSION TRUST FUND FOR NORTHERN CALIFORNIA

Pension Plan



Summary Plan Description

**For the complete Cement Masons Pension Plan Rules & Regulations,
visit our website at www.norcalcementmasons.org**

Table of Contents

Important Information about Your Plan.....	2
The Pension Plan Trust Agreement.....	2
Pension Plan Terms.....	6-7
Becoming a Participant in the Plan.....	8
Credited Service.....	9-10
Credited Past Service - Before February 1, 1959.....	9
Credited Future Service - From February 1, 1959 through January 31, 1976.....	9
Credited Future Service - Beginning February 1, 1976.....	10
Continuous Non-Covered Employment after January 31, 1976.....	10-11
Benefit Units.....	12-13
Benefit Units - Before February 1, 1959.....	12
Benefit Units - February 1, 1959 through January 31, 1976.....	12
Benefit Units - February 1, 1976 through January 31, 1982.....	12
Benefit Units - Beginning February 1, 1982.....	13
Vested Status.....	14
Vested Status - September 1, 1976 through August 31, 1996.....	14
Non-Bargained Employees after September 1, 1989.....	14
Vested Status - September 1, 1996 through December 31, 1996.....	14
Vested Status - On and after January 1, 1997.....	14
Break in Service.....	15-17
One-Year Break in Service after January 31, 1976.....	15
Break in Service - February 1, 1959 through January 31, 1976.....	15
Break in Service - February 1, 1976 through January 31, 1985.....	16
Grace Periods - Before February 1, 1985.....	16
Break in Service - After January 31, 1985.....	17
Grace Periods - After January 31, 1985.....	17
Additional Information about Grace Periods.....	17
Disability Hour Credit.....	18
Qualified Military Service.....	18-19
Separation from Covered Employment.....	20
A Vested Participant May Experience a Separation from Covered Employment.....	20
What Does a Separation from Covered Employment Mean?.....	20
Regular Pension.....	21-22
Early Retirement Pension.....	23-25
Disability Pension.....	26-29
Service Pension.....	30
Deferred Vested Pension.....	31
Pro Rata Pension.....	32-33
Partial Pension.....	34-35
Adjustment to Pension.....	36-37
Payment Methods.....	37
Joint-and-Survivor Pension.....	37-40
If You Are Married and You Elect to Waive a Joint-and-Survivor Pension.....	39
What Happens if My Spouse Dies before Me?.....	40

Table of Contents

If You Are Not Legally Married on Your Annuity Starting Date or Your Spouse Waives Her Rights.....	40
Pensioners' Three-Year Guarantee of Benefits.....	40
Level Income Option.....	40-41
Lump-Sum Payment (In Lieu of Monthly Benefit).....	41
Pre-Retirement Surviving Spouse Pension.....	41-42
Pensioner's Lump-Sum Death Benefit.....	42-43
If You Are Divorced - Qualified Domestic Relations Orders.....	43
Federal and State Income Tax, Withholding, Rollover Distributions, and Notice of Early Distribution Penalty.....	44
Retirement, Prohibited Employment and Suspension of Pension Payments.....	45-46
Pensioner's Return to Work Exception.....	46
Retirement Declaration.....	47
Notice.....	47
Starting Prohibited Employment.....	47
Ending Prohibited Employment.....	47
Bi-Annual Verification.....	48
No Longer Receiving Social Security Disability Benefits or Recovery from Disability.....	48
Additional Benefit Accruals after Returning to Covered Employment.....	48
Recovery of Overpayments.....	48-49
How to Apply for Benefits and Annuity Starting Dates.....	49
Delayed Retirement (Older Than Age 65).....	49
Evidence of Additional Benefit Accrual.....	50
If You Were Previously Denied.....	50
Application for Surviving Spouse Pension or Pre-Retirement Death Benefit.....	50
Claims and Appeals Procedures.....	50-52
Filing a Claim.....	50
Determining Initial Claim to Benefits.....	51
Determining Initial Claim – For Disability.....	51
Notice of Denial.....	51-52
Right to Appeal.....	52
Review of Appeal.....	52-53
Plan Termination.....	53
Some Questions and Answers.....	54
Information Required by the ERISA of 1974.....	55-58
Statement of Rights under the ERISA of 1974.....	59-60

Pension Plan Terms

The following terms are frequently used in explaining your Pension Plan. For a more complete list of terms, refer to Article 1, of the Plan Rules and Regulations, available upon request from the Trust Fund Office or at the Trust Funds' website at www.norcalcementmasons.org.

Term	Definition
Annuity Starting Date	<p>The term Annuity Starting Date is the date as of which a pension benefit is calculated. It will be the later of:</p> <ol style="list-style-type: none"> 1. The month following the date in which your pension application is postmarked or the date you last work, or 2. Thirty (30) days after you have been advised of your Benefit Payment Options. <ul style="list-style-type: none"> ▪ You may choose #1 if you waive the 30-day requirement
Benefit Units	<p>Generally, Benefit Units are based on hours of work in Covered Employment and are recognized by the Plan in determining the amount of a pension payable by the Plan for periods prior to February 1, 1980.</p> <p>Beginning February 1, 1980, pension amounts are based on a percentage of eligible contributions payable on behalf of an Employee.</p> <p>Benefit Units continue to be recognized by the Plan toward eligibility for a Service Pension.</p>
Continuous Non-Covered Employment	<p>The term Continuous Non-Covered Employment means employment after January 31, 1976 with a Contributing Employer in a job that is not covered by this Pension Plan, but that is continuous with the Employee's Covered Employment with the same Contributing Employer.</p> <p>A period of Non-Covered Employment is considered continuous with Covered Employment only if there is no resignation, discharge, or other termination of employment between periods of Covered and Non-Covered Employment.</p>
Covered Employment	<p>The term Covered Employment means employment as an Employee for an Individual Employer who contributes or who is required to contribute to this Pension Plan.</p>
Credited Service	<p>Generally, Credited Service is based on the hours of work in Covered Employment, and after January 31, 1976 in Continuous Non-Covered Employment, and are recognized by the Plan toward eligibility for a pension.</p>

Pension Plan Terms

Term	Definition
Employee	The term Employee means any employee of a Contributing Employer who performs one or more hours of work covered by a collective bargaining agreement providing for contributions to the Pension Fund. The term also includes certain union employees and employees of the Northern California Cement Masons Joint Apprenticeship and Training Committee who participate in the Plan. The Plan does not include any self-employed person, whether a sole proprietor or partner.
Normal Retirement Age	The term Normal Retirement Age means age 65 or, if later, the age of the Participant on the fifth anniversary of his participation, disregarding participation before September 1, 1988. For all other Participants Normal Retirement Age means age 65 or, if later, the age of the Participant on the tenth anniversary of his participation.
One-Year Break in Service	A One-Year Break in Service occurs at the end of a Plan Credit Year when an Employee has not worked at least 300 hours in Covered Employment. The 300 hours may be satisfied with Continuous Non-Covered Employment after January 31, 1976.
Participant	<p>The term Participant describes an Employee who becomes a Participant in the Pension Plan on February 1 or August 1 following a 12-consecutive-month period during which that Employee works at least 300 hours in Covered Employment, or after January 31, 1976 in Continuous Non-Covered Employment with a Contributing Employer. An Employee is no longer a Participant in the Plan when he incurs a One-Year Break in Service, unless he is a Pensioner or a Vested Participant.</p> <p>An individual who has lost his participant status may regain participant status by working at least 300 hours within a Plan Credit Year in Covered Employment or, after January 31, 1976, in Continuous Non-Covered Employment.</p>
Plan Credit Year	The term Plan Credit Year means the period from February 1 of any year through January 31 of the following year . This 12-consecutive-month period is used to determine Credited Service, Benefit Units, and benefit accruals.
Separation from Covered Employment	The term Separation from Covered Employment means that an Employee has not worked at least 300 hours in Covered Employment in at least one of 2 consecutive Plan Credit Years.
Vested	A Participant who has earned a sufficient amount of Credited Service, not counting any Credited Service lost due to a Permanent Break in Service, to be entitled to a future retirement benefit from the Plan at Normal Retirement Age. A Participant may retire earlier than Normal Retirement if he or she satisfies the age and service requirements.

Becoming a Participant in the Plan

You become a Participant in this Plan on the February 1 or August 1 after you work for a Contributing Employer for at least 300 hours in Covered Employment during a twelve-consecutive-calendar-month period. After January 31, 1976, hours worked in Continuous Non-Covered Employment for a Contributing Employer will also be counted towards satisfying the 300-hour requirement.

You cease to be a Participant at the end of any Plan Credit Year in which you incur a One-Year Break in Service (refer to page 15), unless you are a Pensioner or a Vested Participant as described in the section entitled "Vested Status" on page 14.

If your participation is terminated, you will again become a Participant by completing at least 300 hours in Covered Employment during a Plan Credit Year following the Plan Credit Year in which your participation ended.

Credited Service

Credited Service is required to qualify for any type of pension provided by the Plan with the exception of a Service Pension. A Service Pension is based upon Benefit Units. Information about the accrual of Benefit Units appears later in this SPD.

Credited Service is granted for work performed, within a Plan Credit Year, for employers who contribute, or who are required to contribute, to the Pension Trust Fund by a collective bargaining agreement. Credited Service is also granted for work performed, within a Plan Credit Year, for a Contributing Employer in Continuous Non-Covered Employment after January 31, 1976 so long as the combined hours are sufficient to earn one full Year of Credited Service. Credited Service is also granted for employment as a cement mason in the Building and Construction Industry in Northern California and for certain other employment before this Pension Plan was established as well as for periods of Qualified Military Service.

Credited Service is earned in different ways for employment **before and after** February 1, 1959 and before and after February 1, 1976. These different ways of earning Credited Service are explained on the following pages.

Once you have earned enough Credited Service to be Vested in the Plan, you have a right to future accrued benefits under the Plan upon attaining Normal Retirement Age or any type of pension once you have satisfied its age and service requirements. More is explained later in this SPD about the various types of pensions under the Plan.

Credited Past Service - Before February 1, 1959

You may be entitled to receive Credited **Past** Service for each Plan Credit Year in which you work in the Building and Construction Industry in the 46 Northern California Counties prior to February 1, 1959:

- At a job included under a collective bargaining agreement with the District Council of Plasterers and Cement Masons of Northern California or any of its affiliated local unions; **or**
- For a local union or the District Council in a position included under the Plan.

If you need more information about work hours before February 1, 1959, contact the Trust Fund Office.

Credited Future Service - From February 1, 1959 through January 31, 1976

You earn one Year of Credited **Future** Service if you work at least 870 hours in Covered Employment during a Plan Credit Year.

If you work less than 870 hours in Covered Employment, you earn portions of a Year of Credited **Future** Service in different ways depending on the Plan Credit Year in which you perform the work **and your age at the time**. The schedules for earning portions of Credited **Future** Service during this period appear in the Plan Rules and Regulations. You may request a copy of the Rules and Regulations by calling the Trust Fund Office or you may view a copy at the Trust Funds' website at www.norcalcementmasons.org.

Credited Future Service - Beginning February 1, 1976

You earn Credited **Future** Service for hours worked in Covered Employment according to the following schedule:

Hours Worked in Plan Credit Year	Credited Future Service
Less than 300 hours	None
300 to 499 hours	.25
500 to 749 hours	.50
750 to 869 hours	.75
870 hours or more	One Year

Continuous Non-Covered Employment after January 31, 1976

What is Continuous Non-Covered Employment?

When you work as a cement mason for an employer who is required to make contributions to the Pension Plan under a collective bargaining agreement, it means that you are working in Covered Employment for a Contributing Employer. When you work 870 hours within a Plan Credit Year, you earn one Year of Credited Service toward a future retirement benefit from the Plan. When you work at least 300 hours in Covered Employment, within a Plan Credit Year, you earn a portion of a Year of **Credited Service**.

That same Contributing Employer may have employment opportunities that do not fall under the Collective Bargaining Agreement. If you begin working at a job **not covered** by the collective bargaining agreement for that same Contributing Employer, the Employer is no longer required to make contributions to the Pension Plan on your behalf.

If you move from a **covered job** to a job that is **not covered** by the collective bargaining agreement, or vice versa, **and there is no lapse in employment between Covered Employment and the non-covered employment, (no quit, layoff, or termination of any kind)** it is called **Continuous Non-Covered Employment** and you **may** be able to earn **Credited Service** under the Plan. **You do not earn Benefit Units, nor do you accrue a benefit for Continuous Non-Covered Employment.**

You may **not** use Continuous Non-Covered Employment to prevent a Separation from Covered Employment.

The purpose of Continuous Non-Covered Employment is to enable you to become Vested under the Plan and not lose any previously earned Credited Service.

Your **combined** hours within a Plan Credit Year between Covered Employment and Continuous Non-Covered Employment must be enough to earn **one full Year of Credited Service, i.e. 870 hours**. If you do not work enough hours to earn one full Year of **Credited Service**, credit will **not** be granted for Continuous Non-Covered Employment. You may use Continuous Non-Covered Employment to prevent a Break in Service.

RECAP:

In order to be granted Credited Service based upon Continuous Non-Covered Employment, after January 31, 1976, you must:

- Move **directly** (no resignation, discharge, quit, or other termination) from Covered Employment with a Contributing Employer to non-covered employment **with the same employer**.
- Move **directly** (no resignation, discharge, quit, or other termination) from non-covered employment to Covered Employment **with the same Contributing Employer**.

- To earn Credited Service using Continuous Non-Covered Employment, you must work enough combined hours to earn one full Year of Credited Service.
- You may use Continuous Non-Covered Employment to prevent a One-Year Break in Service.
- You do **not** earn Benefit Units nor will you accrue a benefit with Continuous Non-Covered Employment.
- You may **not** use Continuous Non-Covered Employment to prevent a Separation from Covered Employment.

Benefit Units

Generally, Benefit Units are earned for all work in **Covered Employment** for which Employers contribute, or are required to contribute to the Pension Fund by a Collective Bargaining Agreement. You do not earn Benefit Units for work in Continuous Non-Covered Employment.

- Benefit Units are earned for employment of the kind covered by the Collective Bargaining Agreement if worked before contributions began, that is, before February 1, 1959.
- The amount of your pension is based, in part, on the number of Benefit Units earned prior to February 1, 1980, if applicable.
- On and after February 1, 1980, you continue to accrue Benefit Units for work in **Covered Employment**; however, your pension amount is based on a percentage of eligible contributions paid on your behalf.
- Benefit Units earned for work in **Covered Employment** both before and after February 1, 1980 are also used to determine eligibility for a Service Pension.

Benefit Units - Before February 1, 1959

One Benefit Unit is earned for each Year of Credited Past Service. If you earned a Year of Credited Past Service before February 1, 1959, you also earned one Benefit Unit, including fractions.

If you need more information about Benefit Units before February 1, 1959, contact the Trust Fund Office.

Benefit Units - February 1, 1959 through January 31, 1976

You earn Benefit Units for hours worked, within a Plan Credit Year, in **Covered Employment**, according to the schedules that are described in the Plan Rules and Regulations. The number of work hours required to earn one Benefit Unit in a Plan Credit Year depended on when the work was performed **and your age at the time**. You may request a copy of the Plan Rules and Regulations from the Trust Fund Office or you may view a copy at the Funds' website at www.norcalcementmasons.org.

Benefit Units - February 1, 1976 through January 31, 1982

You earn Benefit Units for hours worked, within a Plan Credit Year, in **Covered Employment**, according to the following schedule:

Hours Worked in Plan Credit Year	Benefit Units
Less than 300 hours	None
300 to 399 hours	.21
400 to 499 hours	.29
500 to 599 hours	.36
600 to 699 hours	.43
700 to 799 hours	.50
800 to 899 hours	.57
900 to 999 hours	.64
1,000 to 1,099 hours	.71
1,100 to 1,199 hours	.78
1,200 to 1,299 hours	.85
1,300 to 1,399 hours	.93
1,400 hours or more	One Year

Benefit Units - Beginning February 1, 1982

You earn Benefit Units for hours worked in **Covered Employment**, according to the following schedule:

Hours Worked in Plan Credit Year	Benefit Units
Less than 300 hours	None
300 to 399 hours	.25
400 to 499 hours	.33
500 to 599 hours	.42
600 to 699 hours	.50
700 to 799 hours	.58
800 to 899 hours	.67
900 to 999 hours	.75
1,000 to 1,099 hours	.83
1,100 to 1,199 hours	.92
1,200 hours or more	One Year

If you earn a Year of Credited Service in a Plan Credit Year after January 31, 1976, but you work less than 300 hours of work in **Covered Employment**, you will be credited with a portion of a **Benefit Unit** based on the ratio that your Hours Worked in Covered Employment bear to 2,000 hours.

Note: You will not be entitled to Benefit Units prior to a Permanent Break in Service.

Vested Status

Once you achieve Vested status, you are entitled to a future benefit from the Plan, even if you stop working and never return to work in Covered Employment. A benefit will be payable once you meet the age and service requirements for a pension under the Plan.

For vesting rules before September 1, 1976, you should refer to the Plan Rules and Regulations; you may request a copy from the Trust Fund Office or view a copy at the Trust Funds' website at www.norcalcementmasons.org.

Vested Status - September 1, 1976 through August 31, 1996

If you are a **Participant**, you achieve Vested status once you have accumulated 10 Years of Credited Service, not counting any Credited Service lost due to a Permanent Break in Service.

Non-Bargained Employees after September 1, 1989

If you are a **Participant** who 1) is a Non-Bargained Employee and 2) has worked at least one hour in Covered Employment after August 31, 1989, you achieve Vested status once you have accumulated 5 Years of Credited Service, not counting any Credited Service lost due to a Permanent Break in Service.

Vested Status - September 1, 1996 through December 31, 1996

If you are a **Participant** who has worked at least 300 hours in **Covered Employment** between September 1, 1996 through December 31, 1996, you achieve Vested status once you have accumulated 8 Years of Credited Service, not counting any Credited Service lost due to a Permanent Break in Service.

Vested Status - On and after January 1, 1997

If you are a **Participant** who has not experienced a Permanent Break in Service, and you have at least one hour of work in **Covered Employment** on or after January 1, 1997, you will achieve Vested status once you have accumulated at least 5 Years of Credited Service, not counting any Credited Service lost due to a Permanent Break in Service.

Important:

Unless you are vested as described above, you are no longer a **Participant** at the end of any Plan Credit Year where you have a One-Year Break in Service (less than 300 hours in Covered Employment or Continuous Non-Covered Employment). If you have lost participation, you must regain your participation in the Plan **before you incur a Permanent Break in Service**. The way to reestablish your participation in the Plan is described on page 8 of this SPD.

Once you have a **Permanent Break in Service**, any **Credited Service** earned or accumulated prior to the **Break in Service** is not counted for vesting or eligibility purposes.

Break in Service

Permanent Break in Service rules apply only if you are **not** Vested. Once you are Vested you cannot lose your 1) Participant status, 2) Credited Service, 3) Benefit Units, or 4) accrued benefits.

A Break in Service may be temporary and repairable, or it may be Permanent and not repairable.

A Permanent Break in Service means that participation previously earned, Credited Service, Benefit Units, and accrued benefits are **canceled**.

One-Year Break in Service after January 31, 1976

A One-Year Break in Service takes place at the end of a Plan Credit Year when you have not worked at least 300 hours in Covered Employment. You may use Continuous Non-Covered Employment, or if you are a **Participant** and cannot work because of disability, you may be entitled to hours of Disability Credit to satisfy the 300 hours. See Credited Future Service, Benefit Units, and Accrued Benefits during Periods of Disability on page 18 of the SPD.

A One-Year Break in Service is not permanent unless you have several of them in a row as will be explained on the following pages.

The rules used to determine when a **Permanent** Break in Service occurs are different for different time periods as explained in the next sections.

Break in Service - February 1, 1959 through January 31, 1976

A Permanent Break in Service occurs if you did not earn one quarter (.25) of Credited **Future** Service in either **one** of 2 consecutive Plan Credit Years.

Example:

Plan Credit Year	Hours Worked in Covered Employment Credited	Future Service
02/01/72-01/31/73 - 1973 Plan Credit Year	1,150	One Year
02/01/73-01/31/74 - 1974 Plan Credit Year	730	.50
02/01/74-01/31/75 - 1975 Plan Credit Year	100	-0-
02/01/75-01/31/76 - 1976 Plan Credit Year	-0-	-0-

In the example, the Employee incurred a Permanent Break in Service **on January 31, 1976**, because he did not earn at least one quarter (.25) Year of Credited Future Service in either the 1975 or the 1976 Plan Credit Year (2 consecutive Plan Credit Years). If the Employee did not earn at least one quarter (.25) Year of Credited **Future** Service in the 1975 Plan Credit Year, he would have needed to earn the one quarter (.25) Year of Credited **Future** Service within the 1976 Plan Credit Year to prevent a Permanent Break in Service.

Note: If a Permanent Break in Service occurred **before February 1, 1976** and the Employee returns to **Covered Employment**, Credited Service and Benefit Units **may** be restored on the last day of the month following the accumulation of 5 new **Benefits Units** without having a further Permanent Break in Service.

Break in Service - February 1, 1976 through January 31, 1985

If you have as many One-Year Breaks in Service as you have full Years of Credited Service, a Permanent Break in Service will occur.

For instance, if you earned 7 Years of Credited Service and you stop working in Covered Employment, or Continuous Non-Covered Employment, you will have a Permanent Break in Service at the **end of the 7th Plan Credit Year following the last Plan Credit Year you earned Credited Service.**

Example:

Plan Credit Year	Hours Worked	Credited Service
1st Plan Credit Year	1,400 hours	1 Year of Credited Service
2nd Plan Credit Year	1,500 hours	1 Year of Credited Service, total 2 Years of Credited Service
3rd Plan Credit Year	1,100 hours	1 Year of Credited Service, total 3 Years of Credited Service
4th Plan Credit Year	1,300 hours	1 Year of Credited Service, total 4 Years of Credited Service
5th Plan Credit Year	1,400 hours	1 Year of Credited Service, total 5 Years of Credited Service
6th Plan Credit Year	1,200 hours	1 Year of Credited Service, total 6 Years of Credited Service
7th Plan Credit Year	1,200 hours	1 Year of Credited Service, total 7 Years of Credited Service
8th Plan Credit Year	175 hours	One-Year Break in Service - 1 Plan Credit Year
9th Plan Credit Year	250 hours	One-Year Break in Service - 2 Plan Credit Years
10th Plan Credit Year	-0- hours	One-Year Break in Service - 3 Plan Credit Years
11th Plan Credit Year	-0- hours	One-Year Break in Service - 4 Plan Credit Years
12th Plan Credit Year	275 hours	One-Year Break in Service - 5 Plan Credit Years
13th Plan Credit Year	200 hours	One-Year Break in Service - 6 Plan Credit Years
14th Plan Credit Year	100 hours	One-Year Break in Service - 7 Plan Credit Years

In the example, a Permanent Break in Service occurred at the end of the 14th Plan Credit Year (7 Years of Credited Service and 7 consecutive One-Year Breaks in Service) and the previous 7 Years of Credited Service are canceled.

In this example, however, if the Employee had worked at least 300 hours (within a Plan Credit Year) in Covered Employment, no later than the 14th Plan Credit Year, the Permanent Break in Service would have been prevented and the previous One-Year Breaks in Service would no longer be counted towards a Permanent Break in Service. In other words, any Plan Credit Year where there are at least 300 hours in Covered Employment breaks the sequence of One-Year Breaks and the previous One-Year Breaks are no longer counted towards a Permanent Break in Service.

After January 31, 1976, a Permanent Break in Service is not repairable, even if you return to Covered Employment and earn additional Credited Service after the Permanent Break in Service.

Grace Periods - Before February 1, 1985

A grace period of up to 3 Plan Credit Years may be granted to prevent a Permanent Break in Service if you were absent from Covered Employment **before** February 1, 1985 for any of the following reasons:

1. You were totally disabled for work as a cement mason; or
2. You were involuntarily unemployed; or
3. You were employed in a supervisory capacity in the Building and Construction Industry in the 46 Northern California Counties. However, if you are working in a supervisory capacity outside of the 46 Northern California Counties, a grace period may not exceed 18 months.

Break in Service - After January 31, 1985

After January 31, 1985, you have a Permanent Break in Service if you have consecutive One-Year Breaks in Service that equal the **greater** of either 1) 5 One-Year Breaks in Service, or 2) the total number of full Years of Credited Service you have earned.

Example:

Plan Credit Year	Hours Worked in Covered Employment	Credited Service
1st Plan Credit Year	1,300 hours	1 Year of Credited Service
2nd Plan Credit Year	1,500 hours	1 Year of Credited Service - 2 Years of Credited Service
3rd Plan Credit Year	250 hours	One-Year Break in Service - 1 Plan Credit Year
4th Plan Credit Year	-0- hours	One-Year Break in Service - 2 Plan Credit Years
5th Plan Credit Year	-0- hours	One-Year Break in Service - 3 Plan Credit Years
6th Plan Credit Year	275 hours	One-Year Break in Service - 4 Plan Credit Years
7th Plan Credit Year	200 hours	One-Year Break in Service - 5 Plan Credit Years

In this example, the Employee earned 2 Years of Credited Service; then he did not work a minimum of 300 hours in Covered Employment, or qualified Continuous Non-Covered Employment, in any of the next 5 consecutive Plan Credit Years. Because the Employee had 5 One-Year Breaks in Service, which is greater than his 2 Years of Credited Service, at the end of the 7th Plan Credit Year (2 Years of Credited Service and 5 consecutive One-Year Breaks in Service), he had a Permanent Break in Service and his 2 Years of Credited Service are canceled.

In this example, however, if the Employee had worked at least 300 hours (within a Plan Credit Year) in Covered Employment no later than the 5th Plan Credit Year, the Permanent Break in Service would have been prevented and the previous One-Year Breaks in Service would no longer be counted towards a Permanent Break in Service. In other words, any Plan Credit Year where there are at least 300 hours in Covered Employment breaks the sequence of One-Year Breaks and the previous One-Year Breaks are no longer counted towards a Permanent Break in Service.

Grace Periods - After January 31, 1985

You may be entitled to a grace period of up to **3 Plan Credit Years** if you were absent from Covered Employment **after January 31, 1985** if:

1. You were totally disabled for work as a cement mason; or
2. You were involuntarily unemployed; or
3. You were employed in a supervisory capacity in the Building and Construction Industry in the 46 Northern California Counties. However, you may work in a supervisory capacity outside the 46 Northern California Counties during a grace period for a period not to exceed 18 months; or
4. You were absent from Covered Employment because of Maternity/Paternity Leave (a maximum of 300 hours may be credited if a period of leave is due to any of the following):
 - For female Participants, pregnancy
 - Birth or adoption of your child
 - Child care for the period immediately following the birth or adoption of your child.

Additional Information about Grace Periods

A grace period does not add to your Credited Service, Benefit Units, or accrued benefits. It is a period which is not counted in determining whether you worked enough hours to **prevent a Break in Service**.

In order to be considered for a grace period, you must provide written notice to the Board, within 30 days of the event for which you believe you are entitled to a grace period, advising the Board of the circumstances which you believe entitle you to the grace period.

Disability Hour Credit

Credited Future Service, Benefit Units, and Accrued Benefits during Periods of Disability

In order to be considered for this credit, you must have received either 1) **temporary** California State Disability Insurance Benefits (SDI) or 2) **temporary** workers' compensation disability benefits.

In order to receive credit for a period of disability, you must provide proof of your disability on a form approved by the Board. You may file for this credit when you have received your last temporary SDI disability payment or your last temporary workers' compensation disability payment, or at the time you file your pension application. It is suggested that you keep records of any period(s) of 1) temporary California State Disability Insurance (SDI) payments or 2) temporary workers' compensation payments made to you. You will be asked to submit copies as proof of receipt when applying for Disability Hour Credit.

Disability credit is granted as follows:

From February 1, 1971 through January 31, 1976, credit granted for each week of disability will depend on when the disability occurred **and the Participant's age at the time**. To determine your right to credit and the amount of credit, you should refer to the Plan Rules and Regulations. You may request a copy of the Plan Rules and Regulations by calling the Trust Fund Office or you may view a copy at the Trust Funds' website at www.norcalcementmasons.org.

For periods of disability from **February 1, 1959 through January 31, 1971** and periods of disability after **February 1, 1976**, you may receive up to 8 hours of disability credit for each day that you are paid temporary SDI or temporary workers' compensation disability benefits to a maximum of 40 hours per week. You will be granted Disability Hour Credit for those periods that constitute a valid waiting period.

Qualified Military Service

Credited Future Service, Benefit Units, and Accrued Benefits during Periods of Qualified Military Service

If you are a **Participant**, you receive Credited Future Service, Benefit Units, and accrued benefits for military service during the period you retain re-employment rights under federal law. To receive Credited Future Service for military service, you must have been employed in the 46 Northern California Counties in Covered Employment **immediately before** entering military service and you must have made yourself available for Covered Employment in the 46 Northern California Counties **within 90 days** after your release from active duty or recovery from a disability continuing after your release.

Credit for military service is granted as follows:

Before December 12, 1994:

From **February 1, 1971 through January 31, 1976**, credit granted for each week of military service depended on when the military service occurred and the Participant's **age** at the time. To determine the credit, refer to the Plan Rules and Regulations.

From **February 1, 1959 through January 31, 1971** and for periods **February 1, 1976 through December 11, 1994**, you may receive credit of 40 hours per week for your military service.

On and after December 12, 1994:

The provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) govern the granting of Credited Service, Benefit Units, benefit accruals, avoiding Breaks in Service and preventing Separations in Covered Employment for Participants who are engaged in Qualified Military Service. In order to qualify, the following conditions must be satisfied:

- You must make yourself available for **Covered Employment** during the period that you have re-employment rights under USERRA;
- You had not incurred a One-Year Break in Service at the time you entered Qualified Military Service; and
- You were employed in **Covered Employment** immediately prior to your Qualified Military Service.

Credited Service, Benefit Units, and benefit accruals will be credited for Qualified Military Service based on the greater of the average number of hours worked in a week by the Participant during (1) the twelve-month period immediately preceding the period of Qualified Military Service or; (2) 5-year period (or less) immediately prior to entering Military Service. No more than 5 years of Qualified Military Service may be recognized for any purpose, except as required by law.

In order to secure credit for military service, you must provide proof of military service at the time you file your pension application or earlier, if you choose.

Separation from Covered Employment

If you have not worked at least 300 hours in **Covered Employment** (or if prior to February 1, 1976, one quarter of a Year of Credited Future Service) for 2 consecutive Plan Credit Years, at the end of the second Plan Credit Year, you will have a **Separation from Covered Employment**.

Exception: If you are absent due to periods of Qualified Military Service, you may not be subject to a Separation from Covered Employment. Refer to the section entitled Qualified Military Service - Credited Future Service, Benefit Units and Accrued Benefits during Periods of Qualified Military Service on pages 18-19 of the SPD and/or contact the Trust Fund Office for further information.

Exception: If you are absent due to disability, you may be entitled to Disability Hour Credit that may help prevent a Separation from Covered Employment. Refer to the Section entitled Disability Hour Credit - Credited Future Service, Benefit Units and Accrued Benefits during Periods of Disability on page 18 of the SPD and/or contact the Trust Fund Office for further information.

The chart below is an example of how a Separation from Covered Employment works:

Plan Credit Year	Work Hours	Credited Future Service	Benefit Units
02/01/97-01/31/98 - 1998 Plan Credit Year	1,400	One Year	One Year
02/01/98-01/31/99 - 1999 Plan Credit Year	1,200	One Year	One Year
02/01/99-01/31/00 - 2000 Plan Credit Year	1,240	One Year	One Year
02/01/00-01/31/01 - 2001 Plan Credit Year	1,200	One Year	One Year
02/01/01-01/31/02 - 2002 Plan Credit Year	870	One Year (Vested)	.67
02/01/02-01/31/03 - 2003 Plan Credit Year	1,200	One Year	One Year
02/01/03-01/31/04 - 2004 Plan Credit Year	1,250	One Year	One Year
02/01/04-01/31/05 - 2005 Plan Credit Year	1,476	One Year	One Year
02/01/05-01/31/06 - 2006 Plan Credit Year	275	None	None
02/01/06-01/31/07 - 2007 Plan Credit Year	200	None (Separation 1/31/07)	None

In the example, the Employee achieved Vested status in the 2002 Plan Credit Year. A **Participant** may vest with 5 Years of Credited Service after January 1, 1997 so long as there was no Permanent Break in Service and he has at least one hour of work in Covered Employment after January 1, 1997. Remember: Credited Service, Benefit Units and accrued benefits cannot be canceled once you are vested.

A Vested Participant May Experience a Separation from Covered Employment.

In the example, the Participant earned less than 300 hours in both the 2006 and 2007 Plan Credit Years. Even though the Participant achieved Vested status in the 2002 Plan Credit Year, he, nevertheless, experienced a Separation from Covered Employment on January 31, 2007 because of the 2 consecutive Plan Credit Years where he did not earn at least 300 hours within either of the two consecutive Plan Credit Years.

What Does a Separation from Covered Employment Mean?

When there has been a Separation from Covered Employment (Separation), the accrued monthly pension amount for service **before** a Separation is the amount that was payable by the Plan on the date of the Separation. In the example, the Separation occurred January 31, 2007; the accrued pension benefit is "**frozen**" as of that date. If there is any increase to the Pension Plan after that date, it would not apply to the service **prior** to the date of the Separation.

If you return to Covered Employment and earn additional benefits following a Separation from Covered Employment, the pension amount for additional benefits earned after you return to Covered Employment will be based on the amount payable under the Plan at that time.

Regular Pension

Eligibility

When you retire, you are eligible for a Regular Pension if:

1. You are at least age 65; **and**
2. You have attained Vested status; **and**
3. You have worked at least 700 hours in Covered Employment since January 1, 1959.

Pension Amount

The monthly amount of the Regular Pension effective on and after July 1, 2003 depends on:

- Whether you incurred a Separation from Covered Employment;
- The number of Benefit Units earned **before February 1, 1980**;
- The amount payable for each Benefit Unit earned for Covered Employment **before February 1, 1980**;
- The amount of **eligible contributions** made or required to be made, within a Plan Credit Year, for work in **Covered Employment** on and after February 1, 1980;
- The percentage crediting factor applied to the amount of **eligible contributions**; **and**
- The amount of any supplemental benefit.

If there has been no Separation from Covered Employment, the monthly pension which is payable for a pension effective on and after July 1, 2003 is the sum of:

- \$25.75 for each Benefit Unit (or a portion for fractions) earned before February 1, 1959 if applicable, **plus**
- \$50.00 for each Benefit Unit (or a portion for fractions) earned on and after February 1, 1959 and before February 1, 1980, if applicable, **plus**
- 4.00% of contributions made or required to be made for work performed in Covered Employment on and after February 1, 1980 and **before July 1, 2003, provided you work a minimum of 300 hours within a Plan Credit Year, plus**
- 4.00% of the first \$3.20 per hour in contributions made or required to be made for work performed in Covered Employment after **June 30, 2003 and before February 1, 2004, provided you work a minimum of 300 hours within a Plan Credit Year, plus**
- 2.00% of the first \$3.20 per hour in contributions made or required to be made for work performed in Covered Employment on and after February 1, 2004 and before July 1, 2004, **provided you work a minimum of 300 hours within a Plan Credit Year, plus**
- 2.00% of the first \$3.25 per hour in contributions made or required to be made for work performed in Covered Employment after June 30, 2004 and before July 1, 2005, **provided you work a minimum of 300 hours within a Plan Credit Year, plus**
- 2.00% of the first \$3.20 per hour in contributions made or required to be made for work performed in Covered Employment after June 30, 2005, **provided you work a minimum of 300 hours within a Plan Credit Year, plus**
- any supplemental benefit.

If there **has been** a Separation from Covered Employment:

- The pension amounts outlined in the preceding section are for service **after** the most recent Separation from Covered Employment; **and**
- If there is Credited Service **prior** to a Separation from Covered Employment, not counting any Credited Service lost due to a Permanent Break in Service, the pension amount remains the accrued benefit at the time of the Separation from Covered Employment.

The following pages contain examples of various types of pensions under the Plan. Remember, you must be **Vested** and you must meet the minimum age and service requirements for any type of pension under the Plan. Note: **The actual amount of your pension and the conditions that apply may be different from the examples that follow.**

Regular Pension age 65 or older with 5 Years of Credited Service

The following is an example of how a Regular Pension (age 65 or older) is calculated for a pension effective **February 1, 2011**, assuming continuous employment from February 1, 2006 through January 31, 2011 and the Employee worked 1,400 hours per Plan Credit Year. Five Years of Credited Service are being used for the purpose of this example.

Plan Credit Year	Amount of Contributions	Credited Service	Crediting Factor	Monthly Amount of Pension
02/01/06-01/31/07 - 2007 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/07-01/31/08 - 2008 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/08-01/31/09 - 2009 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/09-01/31/10 - 2010 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/10-01/31/11 - 2011 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
Total Years of Credited Service		5		

Monthly amount of Regular Pension	\$ 448.00
Supplemental benefit, if applicable	\$ 240.00
Total	\$ 688.00
Rounded	\$ 688.00

Early Retirement Pension

Eligibility

When you retire, you are eligible for an Early Retirement Pension if:

1. You are at least age 55, but not yet age 65; **and**
2. You have earned at least 10 Years of Credited Service, not counting any Credited Service earned as a result of work in Continuous Non-Covered Employment or Credited Service lost due to a Permanent Break in Service; **and**
3. You have worked at least 700 hours in Covered Employment since January 1, 1959.

Pension Amount

The monthly amount of an Early Retirement Pension is determined as follows:

- Calculate the amount of the Regular Pension you would receive if you were age 65 when your pension starts; **and**
- Reduce that amount by $\frac{1}{2}$ of 1% for each month you are younger than age 65.

Note: The amount of the Early Retirement Pension is reduced from the amount of the Regular Pension because you are younger than age 65 when your pension payments begin and you will receive benefits for a longer period of time.

Examples of Early Retirement Pensions with the minimum of 10 Years of Credited Service

The following are two examples of calculations for Early Retirement Pensions – one at age 55 and the second at age 59. Using the reduction factor for Early Retirement, the individual at age 55 is 120 months younger than age 65 resulting in a 60% reduction from the Regular Pension amount (120 months \times .05 ($\frac{1}{2}$ of 1%) = 60% reduction). The individual at age 59 is 72 months younger than age 65 resulting in a 36% reduction (72 months \times .05 ($\frac{1}{2}$ of 1%) = 36% reduction).

Note: For each **month** retirement is postponed, the Early Retirement reduction factor becomes less the closer you get to age 65, **however, there are other things you must consider if you postpone your retirement if you stop working in Covered Employment:**

- At the end of the second Plan Credit Year where you have worked less than 300 hours within each of the 2 Plan Credit Years, you have a Separation from Covered Employment and your pension is “**frozen**” at the amount of pension at the time of the Separation; **and**
- If you are eligible to participate in the Health and Welfare Plan as a retiree, you must have a certain number of work hours (or Disability Hour Credit) during the 12 months **immediately** before your Annuity Starting Date. Refer to the Health and Welfare Plan Booklet, Article II, Section 3 for the rules that may affect your participation in the Health and Welfare Plan as a retiree, if retirement is postponed for any reason. You may request a copy of the Health and Welfare Plan Booklet by calling the Trust Fund Office or you may view and print a copy at the Trust Funds’ website at www.norcalcementmasons.org.

Example of Early Retirement Pensions with the minimum of 10 Years of Credited Service

Age at Retirement	Number of months from Age 65	Reduction Factor
55	120 months	60%
56	108 months	54%
57	96 months	48%
58	84 months	42%
59	72 months	36%
60	60 months	30%
61	48 months	24%
62	36 months	18%
63	24 months	12%
64	12 months	6%

NOTE: For the reduction factor, you count the full months you are younger than age 65. That is, if you are age 55 and 9 months, the reduction factor would be a percentage between age 55 and 56.

Example of an Early Retirement Pension, February 1, 2011 at age 55 – 60% reduction

Plan Credit Year	Amount of Contributions	Credited Service	Crediting Factor	Monthly Amount of Pension
02/01/01-01/31/02 - 2002 Plan Credit Year	\$4,365.70	1	4%	\$ 174.63
02/01/02-01/31/03 - 2003 Plan Credit Year	\$4,456.68	1	4%	\$ 178.27
02/01/03-01/31/04 - 2004 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/04-01/31/05 - 2005 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/05-01/31/06 - 2006 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/06-01/31/07 - 2007 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/07-01/31/08 - 2008 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/08-01/31/09 - 2009 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/09-01/31/10 - 2010 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/10-01/31/11 - 2011 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
Total Years of Credited Service		10		

Unreduced total	\$1,069.70
Reduction factor 60%	\$ (641.82)
Subtotal	\$ 427.88
Supplemental benefit, if applicable	\$ 240.00
Total	\$ 667.88
Rounded	\$ 668.00

Example of an Early Retirement Pension at age 59 – 36% reduction

Plan Credit Year	Amount of Contributions	Credited Service	Crediting Factor	Monthly Amount of Pension
02/01/01-01/31/02 - 2002 Plan Credit Year	\$4,365.70	1	4%	\$ 174.63
02/01/02-01/31/03 - 2003 Plan Credit Year	\$4,456.68	1	4%	\$ 178.27
02/01/03-01/31/04 - 2004 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/04-01/31/05 - 2005 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/05-01/31/06 - 2006 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/06-01/31/07 - 2007 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/07-01/31/08 - 2008 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/08-01/31/09 - 2009 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/09-01/31/10 - 2010 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/10-01/31/11 - 2011 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
Total Years of Credited Service		10		

Unreduced total	\$1,069.70
Reduction factor 36%	\$ (385.09)
Subtotal	\$ 684.61
Supplemental benefit, if applicable	\$ 240.00
Benefit total	\$ 924.61
Rounded	\$ 925.00

Disability Pension

Eligibility

You may be qualified for a Disability Pension if:

1. You are not yet age 65; **and**
2. You have earned at least 10 Years of Credited Service, not counting any Credited Service earned as a result of work in Continuous Non-Covered Employment or Credited Service lost due to a Permanent Break in Service; **and**
3. You have, as a result of **actual work** in Covered Employment, earned at least one quarter of Credited Service in the 2 consecutive Plan Credit Years prior to or during the Plan Credit Year in which disability began. Disability Hour Credit will **not** be counted to satisfy this requirement.

Totally Disabled Means:

There are two ways to establish that you are “totally disabled.”

- You have a Social Security Disability Notice of Award

Social Security has its own program for determining whether you qualify for its benefits based on being totally disabled. Among other things, your disabling condition must be severe enough to prevent you from being able to work and earn a substantial and gainful income. If you are approved for Social Security Disability Benefits, you will receive a “Notice of Award” that includes the date that Social Security considers you to have been disabled.

- You do not have a Social Security Disability Notice of Award, but can show that you are totally disabled based on medical evidence

You may not have a Social Security Disability Notice of Award because your case has not yet been resolved or Social Security does not consider you to be disabled (it has issued you a denial letter telling you this). If you do not have a Notice of Award, but believe yourself to be totally disabled, you may provide the Board of Trustees with medical evidence supporting your claim that you are disabled.

You will be asked to submit medical evidence of your disability on a form approved by the Board, including medical records that relate to your disability. You may request the necessary forms by calling the Trust Fund Office. On the required form, your physician should describe your disability and issue an opinion as to whether you are (1) unable to perform work as a cement mason in the Building and Construction Industry and (2) the disability is expected to continue for an indefinite period of time or result in death. During this process, you may be asked to see a physician assigned to you by the Fund or the Board may retain any outside medical professionals it believes necessary to properly evaluate your case.

Disability Pension Payments – The Importance of Timely Filing

When your Disability Pension becomes effective and payments begin is based on whether your eligibility for a Disability Pension is based on Social Security’s determination or on the basis of medical evidence. Please read this section carefully as when you file an application and/or provide other documents relating to your disability may affect when your Disability Pension becomes effective.

- You have a Social Security Disability Notice of Award

Your Social Security Disability Notice of Award will indicate the date on which Social Security has determined you to be totally disabled. If you file both your application for a Disability Pension and a copy of your Notice of Award within 12 months of the date of your Notice of Award, your Disability Pension will become effective the first of the month following six full months of disability – even if the date occurs in the past.

Example 1 - You file both your application for a Disability Pension and a copy of your Social Security Disability Notice of Award within 12 months from the date on the Social Security Disability Notice of Award:

February 18, 2013 (#1, see Exhibit below)	The date on the Social Security Disability Notice of Award.
February 18, 2013 to February 17, 2014	The 12-month period within which a copy of your Social Security Disability Notice of Award and application for a Disability Pension must be received at the Trust Fund Office to qualify for maximum retroactive payments.
March 12, 2013 (#2, see Exhibit below)	The date your application for a Disability Pension and a copy of your Social Security Disability Notice of Award is received at the Trust Fund Office. This is within the 12-month period following the date on the Social Security Disability Notice of Award.
July 18, 2010 (#3, see Exhibit below)	The disability date recognized by Social Security.
August 1, 2010 to January 31, 2011	The six-month waiting period from the date the disability began.
February 1, 2011	The date your Disability Pension becomes effective.

Exhibit - Sample Notice of Award, based on Example 1 above and Example 2 below.

If you do not provide the Trust Fund with a copy of your Social Security Disability Notice of Award and file an application for a Disability Pension within 12 months following the date shown on your Notice of Award, your Disability Pension will be effective the first of the month following the date that both of these documents are received by the Trust Fund – see next example.

Example 2 - You file your application for a Disability Pension and a copy of your Social Security Disability Notice of Award later than 12 months from the date on the Social Security Disability Notice of Award:

Social Security Administration
Retirement, Survivors and Disability Insurance
Notice of Award

#2 → **RECEIVED**
March 12, 2013

#4 → **RECEIVED**
March 12, 2014

Office of Central Operations
1500 Woodlawn Drive
Baltimore, Maryland 21241-1500
Date: February 18, 2013 ← #1
Claim Number: XXX-XX-XXXXHA

00224 5 LA 0479 0000 0001 001 004 0040

JQ MASON
P.O. Box XXXX
ANYTOWN, CA XXXXX

You are entitled to monthly disability benefits beginning January 2011.

The Date You Became Disabled

We found that you became disabled under our rules on #3 → July 18, 2010. This is different from the date given on the application.

Also, you have to be disabled for 5 full calendar months in a row before you can be entitled to benefits. For these reasons, your first month of entitlement to benefits is January 2011.

February 18, 2013 (#1, see Exhibit above)	The date on the Social Security Disability Notice of Award.
February 18, 2013 to February 17, 2014	The 12-month period within which a copy of your Social Security Disability Notice of Award and application for a Disability Pension must be received at the Trust Fund Office to qualify for maximum retroactive payments.
March 12, 2014 (#4, see Exhibit above)	The date your application for a Disability Pension and a copy of your Social Security Disability Notice of Award is received at the Trust Fund Office. This is beyond the 12-month period following the date on the Social Security Disability Notice of Award.
July 18, 2010 (#3, see Exhibit above)	The disability date recognized by Social Security.
April 1, 2014	The date your Disability Pension begins. In this example, the Social Security Disability Notice of Award and application for a Disability Pension arrived on March 12, 2014. This date is past the 12-month period following the date on the Social Security Disability Notice of Award (#1, see Exhibit above). The earliest date your Disability Pension can begin is April 1, 2014; you have subsequently lost 38 months of pension payments.

- You are disabled based on medical evidence

If you believe that you are disabled, you must make sure that you submit your application for a Disability Pension as soon as you begin the process of obtaining medical evidence of your disability. It is recommended that you file your application for a Disability Pension no later than the sixth month after you believe yourself to have first been disabled.

If you submit an application within six months of when the medical evidence indicates that you became totally disabled, your Disability Pension will become effective the first of the month following six full months of disability. Note that your actual date of disability may end up being later than you first believed, as it is based on the submitted medical evidence.

Example 3 - You file your application for a Disability Pension any time within six months from the date you became disabled:

March 20, 2012	Date you first became disabled.
April May June July August September	The six-month waiting period.
July 1, 2012	The date your application for a Disability Pension is received at the Trust Fund Office (well within the six months of your March 20, 2012 date of disability).
June 19, 2013	Your application for a Disability Pension is approved.
October 2012	Your Disability Pension is effective (the 7th month following the date of your disability).

If you have not submitted an application for a Disability Pension within six months of when the medical evidence indicates that you became totally disabled, your Disability Pension will become effective the first of the month following the date on your application. See “Important” on page 29.

Example 4 - You file your application for a Disability Pension later than six months from your disability date:

March 20, 2012	Date you first became disabled.
April May June July August September	The six-month waiting period.
December 1, 2012	Date your application for a Disability Pension is received at the Trust Fund Office. This is beyond the six-month waiting period.
January 19, 2013	Your application for a Disability Pension is approved.
January 1, 2013	Your Disability Pension effective date. You have lost benefit payments for October, November and December because you filed later than the sixth month of your disability.

Important:

- If you have been approved for a Disability Pension based upon medical evidence and you are subsequently approved by the Social Security Administration, send a copy of the Social Security Disability Notice of Award to the Trust Fund Office within 12 months from the date on the Notice of Award. This is especially important if you have filed your application for a Disability Pension later than the sixth month of your disability. You may be entitled to an earlier Disability Pension Effective Date.
- You may not be considered to be totally disabled to your original date of disability if you work during the “six-month waiting period.”

Disability Pension Amount

The monthly amount of a Disability Pension effective on and after September 1, 1997 is \$50.00 for each Benefit Unit (plus a portion for fractions) up to a maximum based on the 30 Benefit Units earned most recently, **however, a Disability Pension amount will never be less than 60% of a Regular Pension (an Early Retirement amount at age 55).**

A Disability Pension is payable for as long as the Pensioner remains totally disabled.

If You Recover from a Disability

- If you are under age 65 and you recover from your disability, you are no longer eligible to receive a Disability Pension from the Plan. You must report your recovery to the Trust Fund Office **in writing within 21 days** from the date you are no longer disabled or if you were approved for a Social Security Disability, within 21 days from the date on the letter from the Social Security Administration advising you that you no longer qualify for a Disability Benefit.
 - ▶ If you are a Pensioner receiving a Disability Pension, once you reach age 65, your pension will continue for the rest of your life, as long as you **remain retired**, even if you recover from your disability.
- If you return to work in Covered Employment after you recover from your disability, you can earn additional benefits which will be payable when you retire again.
- Failure to provide the **21-day notice** to the Trust Fund Office may result in a delay of any future pension benefit payments.

If at the time of your recovery from a disability you are eligible for a Service Pension, the Service Pension will not exceed the amount to which you would have been entitled on a Service Pension when your Disability Pension became effective. If you do not meet the requirements for a Service Pension, you may retire on an Early Retirement Pension provided that you satisfy its requirements.

A Totally Disabled Pensioner Receiving an Early Retirement or a Service Pension

If you retire on an Early Retirement or Service Pension and you become totally disabled, you may change your pension to a Disability Pension, if you choose. Depending upon whether the effective date of the Disability Pension falls before or after the effective date of the Early Retirement or Service Pension, the Plan may owe you additional monies or the Plan may need to recover any overpayments from you.

Service Pension

Eligibility

When you retire, you are eligible for a Service Pension if:

1. You are **at least 55 years of age**, but you are younger than age 65; **and**
2. You have at least 25 Benefit Units (not counting any Benefit Units lost due to a Permanent Break in Service), **or**
3. You are at least age 62, and you have at least 20 Benefit Units (not counting any Benefit Units lost due to a Permanent Break in Service); **and**
4. You have worked at least 700 hours in Covered Employment since January 1, 1959; **and**
5. You have not previously received an Early Retirement Pension from the Fund prior to February 1, 1971.

Pension Amount

The monthly amount of the Service Pension is determined in the same way as the Regular Pension except you need a minimum of 25 **Benefit Units** at age 55, or 20 **Benefit Units** at age 62, not counting any Benefit Units lost due to a Permanent Break in Service. Assume a retirement date of February 1, 2011 with 1,400 hours worked in each Plan Credit Year.

Plan Credit Year	Amount of Contributions	Benefit Units	Crediting Factor	Monthly Amount of Pension
02/01/86-01/31/87 - 1987 Plan Credit Year	\$2,450.00	1	4%	\$ 98.00
02/01/87-01/31/88 - 1988 Plan Credit Year	\$2,450.00	1	4%	\$ 98.00
02/01/88-01/31/89 - 1989 Plan Credit Year	\$2,450.00	1	4%	\$ 98.00
02/01/89-01/31/90 - 1990 Plan Credit Year	\$2,450.00	1	4%	\$ 98.00
02/01/90-01/31/91 - 1991 Plan Credit Year	\$2,450.00	1	4%	\$ 98.00
02/01/91-01/31/92 - 1992 Plan Credit Year	\$2,519.96	1	4%	\$ 100.80
02/01/92-01/31/93 - 1993 Plan Credit Year	\$2,667.02	1	4%	\$ 106.68
02/01/93-01/31/94 - 1994 Plan Credit Year	\$2,751.02	1	4%	\$ 110.04
02/01/94-01/31/95 - 1995 Plan Credit Year	\$2,965.74	1	4%	\$ 118.63
02/01/95-01/31/96 - 1996 Plan Credit Year	\$3,298.25	1	4%	\$ 131.93
02/01/96-01/31/97 - 1997 Plan Credit Year	\$3,525.70	1	4%	\$ 141.03
02/01/97-01/31/98 - 1998 Plan Credit Year	\$3,584.00	1	4%	\$ 143.36
02/01/98-01/31/99 - 1999 Plan Credit Year	\$3,682.04	1	4%	\$ 147.28
02/01/99-01/31/00 - 2000 Plan Credit Year	\$3,938.60	1	4%	\$ 157.54
02/01/00-01/31/01 - 2001 Plan Credit Year	\$4,179.06	1	4%	\$ 167.16
02/01/01-01/31/02 - 2002 Plan Credit Year	\$4,365.70	1	4%	\$ 174.63
02/01/02-01/31/03 - 2003 Plan Credit Year	\$4,456.68	1	4%	\$ 178.27
02/01/03-01/31/04 - 2004 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/04-01/31/05 - 2005 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/05-01/31/06 - 2006 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/06-01/31/07 - 2007 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/07-01/31/08 - 2008 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/08-01/31/09 - 2009 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/09-01/31/10 - 2010 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
02/01/10-01/31/11 - 2011 Plan Credit Year	\$4,480.00	1	2%	\$ 89.60
Total Benefit Units		25		

Monthly amount of Regular Pension	\$ 2,884.15
Supplemental benefit, if applicable	\$ 240.00
Total	\$ 3,124.15
Rounded	\$ 3,124.50

Deferred Vested Pension

Eligibility

If you leave Covered Employment **after having attained Vested status**, you will be eligible for a Deferred Vested Pension at age 65. You could begin receiving a Deferred Vested Pension before age 65 if you meet the age and service requirements for an Early Retirement or Service Pension.

When you retire, you are eligible for a Deferred Vested Pension if:

1. You have attained Vested status; **and**
2. You are at least age 65; **or**
3. You are at least age 55, but not yet age 65, and have met the requirements for an Early Retirement Pension or a Service Pension; **and**
4. You have worked at least 700 hours in Covered Employment since January 1, 1959.

Pension Amount

A Deferred Vested Pension is calculated the same way as the Regular, Early Retirement or Service Pension depending on your accrued benefit and age when your pension begins. The amount of a Deferred Vested Pension will be “**frozen**” at the level payable by the Plan at the time of your Separation from Covered Employment, but that amount will not be less than \$19.00 for each Benefit Unit earned prior to February 1, 1980.

Pro Rata Pension

If you have worked under the Northern California Cement Masons Pension Plan and any of the Related Plans recognized by the Board, you may have employment divided among Related Plans. If there is a division of employment, you may not qualify for a pension or your pension may be less because your employment has been divided between this Plan and one of the recognized Related Plans. A Pro Rata Pension allows the Plan to take your service under a Related Plan into account to determine whether you qualify for a pension.

The list of the current Related Plans includes:

- Arizona Basic Crafts Pension Trust Fund
- Operative Plasterers & Cement Masons' International Association
- Local Union 394 Pension Trust Fund
- Cement Masons of Southern California Pension Trust
- Cement Masons Pension Trust for Northern Nevada
- San Diego County Cement Masons Pension Trust

The above Related Plans have adopted a similar provision for a Pro Rata Pension in which the years of Credited Service earned under this Pension Plan can be used toward eligibility for a Pro Rata Pension from those Plans. If you have earned Credited Service under any of the above-referenced Plans, you should contact the Northern California Cement Masons Pension Trust Fund Office and the Related Plan(s) and let them know about your work under any of the Related Plan(s).

NOTE: If you have worked in jurisdictions other than those listed above, you should contact the Trust Fund Office for more information. The hours worked in other jurisdictions may affect your monthly pension benefit.

Eligibility for a Pro Rata Pension

When you retire, you are eligible for a Pro Rata Pension if you meet the following requirements:

1. Your Combined Credited Service among all Related Plans (not counting Continuous Non-Covered Employment or Credited Service lost due to a Permanent Break in Service) is treated as Northern California Credited Service sufficient to qualify you for any type of pension under the Plan with the exception of a Service Pension; and
2. You have at least 700 hours on or after January 1, 1959 for which contributions are required to be made to this or a Related Plan under a collective bargaining agreement.

Related Hours will be considered in determining whether you have incurred a Break in Service or a Separation from Covered Employment. However, once you stop working for employers who contribute to this Plan or a Related Plan, the determination as to whether you have incurred a Permanent Break in Service will be based only on your Northern California Credited Service, not on your Combined Credited Service.

Pro Rata Pension Amount

A Pro Rata Pension is calculated the same way as the Regular, Early Retirement, Disability or Deferred Vested Pension.

Only Northern California Benefit Units and Contributions apply in determining **the amount** of a Pro Rata Pension under this Plan. Recognized Related Plans may also pay Pro Rata Pensions based on the Rules and Regulations governing each of those plans. You should always contact any other Plan under which you have earned Credited

Service so that you may determine what your total pension will be among the various Plans under which you have accumulated Credited Service, not counting any Credited Service lost due to a Permanent Break in Service.

Below is an example of how a Pro Rata Pension is determined for an Employee retiring on February 1, 2009 at age 65 with 2 Years of Credited Service in Northern California and 3 Years in a Related Plan (not counting any Credited Service lost due to a Permanent Break in Service):

Example of a Pro Rata Pension at age 65 with 5 Years of Combined Credited Service

Plan	Plan Credit Year	Hours	Credited Service	Rate	Contributions	Amount
No. California	2004	1,200	1	4%	\$3,840.00	\$153.60
No. California	2005	1,200	1	2%	\$3,840.00	\$ 76.80
Related Plan	2006		1			
Related Plan	2007		1			
Related Plan	2008		1			
Combined Credited Service			5	Monthly Amount Pro Rata		\$230.40
				Northern California Rounded		\$230.50

In this example, the Employee is **not** entitled to the supplemental benefit (more will be explained later in this SPD about the supplemental benefit) because the major portion of his Combined Credited Service is **not** Northern California Service.

Without the Pro Rata Pension, the Employee in this example might not otherwise have been eligible for a pension from this Plan or a Related Plan. His 2 Years of Credited Service in Northern California combined with his 3 Years of Credited Service in the recognized Related Plan provides a Combined Credited Service of 5, sufficient to become Vested for a Pension at age 65. As a result, the individual in this example would be entitled to receive a monthly Pro Rata Pension of \$230.50 from this Plan, plus he may be entitled to a monthly Pro Rata Pension from the Related Plan.

Partial Pension

You may be entitled to a Partial Pension if you do not have enough service credit because your employment is divided among various cement masons pension plans, or your pension amount may be less than the full amount because of a division of employment.

Several cement masons pension plans are participating Related Plans however, **not all**. If you are working under a Plan that is not participating, you will not be able to use service credit for a Partial Pension. Contact the Northern California Cement Masons Pension Trust Fund Office and tell them where else you have worked or want to work to see if the Plan is related.

When your employment is divided among various cement masons pension plans, you should keep records such as check stubs and pension summary statements from the plans. If you have service credit under another cement masons pension plan, you are encouraged to provide a copy of your annual pension summary statement to the Trust Fund Office each year so that your records may be up-to-date in anticipation of a future retirement.

You may not qualify for a Service Pension if you are eligible for a Partial or Pro Rata Pension.

Eligibility

When you retire, you **may** be eligible for a Partial Pension if:

1. Without a Permanent Break in Service, your Combined Service Credit among participating Related Plans (**not counting** any service credit earned in Continuous Non-Covered Employment) would entitle you to any type of pension under this Plan with the exception of a Service Pension; **and**
2. You have earned 2 years of service credit after January 1, 1955 under the jurisdiction of this Plan and 2 years of service credit under a Related Plan for which contributions were made; **and**
3. You would be eligible for a Partial Pension from a Related Plan and your Terminal Plan. The Terminal Plan is the last Plan under which you immediately worked prior to your retirement.

Partial Pension Amount

The Partial Pension amount is based on the number of years of Northern California service credit earned after January 1, 1955 as a percentage of all Combined Service Credit. The benefit amount is determined as follows:

1. Using the benefit formula of the Plan, calculate a pension amount using the total of Combined Service Credit. (Related Plan formula for Disability Pension is limited to \$50 per Benefit Unit.)
2. Divide the amount of service credit earned under this Plan since January 1, 1955 by the total of Combined Service Credit from all Related Plans, including this Plan, earned since January 1, 1955.
3. Multiply the pension amount arrived at in number 1 above by the fraction arrived at in number 2 above to determine the amount of pension payable by the Northern California Cement Masons Pension Plan.

The following is an example of how a Partial Pension is determined for an Employee retiring on February 1, 2009 at age 65.

Plan	Credited Service
Northern California Pension Plan	2
Related Plan	3
Total Combined Service Credit	5

Ordinarily, this Employee would not have been eligible for a pension benefit from either plan because he did not meet the vesting requirement of either plan. However, by considering the Combined Service Credit of both plans, he became eligible for a Partial Pension with a proportional monthly benefit, determined as follows:

FIRST:

Plan	Plan Credit Year	Hours	Credited Service	Contributions	Rate	Amount
No. California	2004	1,200	1	\$3,840.00	4%	\$153.60
No. California	2005	1,200	1	\$3,840.00	2%	\$ 76.80
Related Plan	2006	1,200	1	\$3,840.00	2%	\$ 76.80
Related Plan	2007	1,200	1	\$3,840.00	2%	\$ 76.80
Related Plan	2008	1,200	1	\$3,840.00	2%	\$ 76.80
Combined Service Credit			5			\$460.80*

*Based on Combined Service Credit of 5 years and applying the value of this Plan’s pension credits, the pension would be \$460.80.

SECOND:

1. Then apply the Partial Pension formula shown below to determine the proportionate amount payable from the Northern California Plan.

- Northern California Service since January 1, 1955 = 2 Years; divided by
- Combined Service Credit since January 1, 1955 = 5 Years

2. Multiply the Combined Service Credit pension amount of **\$460.80** by 2/5 (.40).

\$460.80 x .40 = \$184.32 rounded to \$184.50, the amount payable by the Northern California Cement Masons Plan.

The supplemental benefit does not apply in this example because the majority of credited service was not earned under the Northern California Plan Credited Service rules.

Adjustment to Pension

In addition to your accrued pension benefit, the Board has approved payment of a **supplemental benefit** (Adjustment to Pension). This supplemental benefit is provided to Pensioners or Beneficiaries receiving a Regular, Early Retirement, Service or Disability Pension. For those Pensioners or Beneficiaries receiving a Pro Rata or Partial Pension, **in order to be eligible for the supplemental benefit, the majority of Combined Credited Service must be Northern California Credited Service.** For the supplemental amount to which you may be entitled to receive, refer to the table below.

For Pensions Effective on and After January 1, 1987

Separation from Covered Employment	Monthly Supplemental Amount
If the Separation occurred prior to September 1, 1987	\$ 0
If the Separation occurred September 1, 1987 through August 31, 1988	\$ 80
If the Separation occurred September 1, 1988 through August 31, 1997	\$140
If the Separation occurred September 1, 1997 and later	\$240

If you incur a Separation from Covered Employment prior to the age at which you first become eligible for a Regular, Early Retirement or Service Pension, you will receive a prorated amount of the supplemental benefit. The prorated benefit is based upon your actual years of Credited Service earned to the date of your Separation from Covered Employment divided by the total number of years of Credited Service **if** you had worked until your earliest retirement age.

Credited Service Fraction

Participant's actual earned years of Credited Service (the numerator)

Total years of Credited Service if he had worked under the Plan to the earliest retirement age (the denominator)

For example, you work until the age of 45 and you have 16.5 Years of Credited Service when you stop working as a cement mason. You are 10 years from the earliest retirement age of 55. You add 10 Years of Credited Service to the 16.5. $16.5 + 10 = 26.5$; this becomes the denominator in the credited service fraction.

The credited service fraction:

$\frac{16.5 \text{ The Years of Credited Service when you stopped working (the numerator)}}{26.5 \text{ The Years of Credited Service if you worked until 55 (the denominator)}}$

16.5 divided by $26.5 = .6226$; \$240 (separation after September 1, 1997) multiplied by $.6226 = \$149.42$

Or, for example, you stop working at the age of 53 with 25 Years of Credited Service. You are 2 years from the earliest retirement age of 55. $25 + 2 = 27$; this becomes the denominator in the credited service fraction:

$\frac{25 \text{ The Years of Credited Service when you stopped working (the numerator)}}{27 \text{ The Years of Credited Service if you worked until 55 (the denominator)}}$

25 divided by $27 = .9259$; \$240 (Separation after September 1, 1997) multiplied by $.9259 = \$222.22$.

Adjustment to Pension

If you work until the earliest retirement age and incur a Separation from Covered Employment, you may be entitled to the full supplemental benefit in effect at the time of your separation. Only when you do not work until your earliest retirement age and incur a Separation from Covered Employment is the supplemental benefit prorated based upon the **credited service fraction**.

Additional conditions for the **supplemental benefit**:

- (1) The supplemental benefit is **subject** to the reduction for Joint-and-Survivor Pension described on pages 36-40 of the SPD.
- (2) A surviving Spouse who is entitled to receive benefits under a standard Joint-and-Survivor Pension will receive 50% of the monthly supplemental benefit.
- (3) For Participants retiring on an Early Retirement Pension, **the reduction factor** for Early Retirement will **not apply to the supplemental benefit**.

Important: If you stop working as a cement mason prior to when you are first eligible for a Pension under the Plan, you may jeopardize your eligibility to participate in the Health and Welfare Plan as a retiree. Refer to the Health and Welfare Plan Booklet, Article II, Section 3 for the eligibility rules to participate in the Health and Welfare Plan as a retiree. You may request a copy by calling the Trust Fund Office or you may view a copy at the Trust Funds' website at www.norcalcementmasons.org.

Payment Methods

When you make the decision to retire, you will be asked to choose **how** you want your pension to be paid. The term **payment form** is used when describing the options available to you when you retire; the payment forms are discussed in greater detail on the pages that follow. Regardless of which payment form you choose, once payments begin, you cannot change that payment form even if you later marry, divorce, or remarry.

If you retire before Normal Retirement Age (65) and then you return to Covered Employment and earn additional benefit accruals through that re-employment, you will have a separate Annuity Starting Date **for the additional benefit accrual(s)**. You also have the option of selecting a different payment form for the additional benefit accrual. There will be no change, however, to the payment form of the pension benefit you elected prior to earning additional benefit accruals.

If You Are Married when You Retire Joint-and-Survivor Pensions and Payment Forms

A written explanation of the Joint-and-Survivor Pension will be provided to you **no** less than 30 days **before** your Annuity Starting Date. However, the 30-day advance notice may result in a postponement of your Annuity Starting Date to a date later than you have requested.

To avoid the postponement of your Annuity Starting Date, you may, however, choose to waive the 30-day advance notification by signing the waiver form included with your final pension documents, so long as your pension **payment** begins more than 7 days after you have received the written explanation of the Joint-and-Survivor Pension.

The written explanation you receive from the Trust Fund Office will provide:

- Information about the Joint-and-Survivor Pensions. The standard 50% and the optional 75% and 100% Joint-and-Survivor Pensions as well as any other payment form available under the Plan. This information includes a general comparison of the actuarial values of the different payment forms.
- Information about your right to elect to waive the standard 50% Joint-and-Survivor Pension.
- Information about the right of your Spouse to consent to your election to waive the standard 50% Joint-and-Survivor Pension.
- Information about your right to change your election prior to receipt of your first pension payment.
- Information about your right to defer your pension to a later date and the consequences for doing so, including an explanation of how much larger your pension may be if you defer the Annuity Starting Date.

Payment Forms

Non-Disability Pensions

Standard 50% Joint-and-Survivor Pension:

If you are married when you retire, the standard 50% Joint-and-Survivor Pension is the automatic payment form. Your pension is actuarially reduced to provide the 50% survivor benefit. Your monthly pension will be adjusted as follows:

- You will receive 95% of your pension during your lifetime if you and your Spouse are the **same age**. If your Spouse is younger or older, the following adjustments apply:
 - ▶ If your Spouse is **younger**, the 95% factor is **decreased by .4%** for each full year your Spouse is **younger** than you.
 - ▶ If your Spouse is **older**, the 95% factor is **increased by .4%** for each full year your Spouse is **older** than you, not to exceed the maximum factor of 99%.

Optional 75% Joint-and-Survivor Pension:

You may wish to provide your Spouse with a survivor pension that is more than 50% of your pension amount upon your death. Instead of the standard 50% Joint-and-Survivor Pension, you may instead choose to take your pension in the form of an optional **75% Joint-and-Survivor Pension**. Under this optional payment form, your Spouse receives a larger survivor benefit after your death, **but** the actuarial reduction from your monthly pension is greater to provide for the larger survivor benefit.

Your pension will be adjusted as follows:

- You will receive 91% of your pension during your lifetime if you and your Spouse are the **same age**. If your Spouse is younger or older, the following adjustments apply:
 - ▶ If your Spouse is **younger**, the 91% factor is **decreased by .4%** for each full year your Spouse is **younger** than you.
 - ▶ If your Spouse is **older**, the 91% factor is **increased by .4%** for each full year your Spouse is **older** than you, not to exceed the maximum factor of 99%.

Optional 100% Joint-and-Survivor Pension:

You may wish to provide your surviving Spouse with the highest survivor benefit available - the **100% Joint-and-Survivor Pension**. Under this optional payment form, the actuarial reduction of your monthly pension is the highest. Your pension will be adjusted as follows:

- You will receive 87% of your pension during your lifetime if you and your Spouse are the **same age**. If your Spouse is younger or older, the following adjustments apply:
 - ▶ If your Spouse is **younger**, the 87% factor is **decreased by .4%** for each full year that your Spouse is **younger** than you.
 - ▶ If your Spouse is **older**, the 87% factor is **increased by .4%** for each full year your Spouse is **older** than you, not to exceed the maximum factor of 99%.

If You Are Married and You Elect to Waive a Joint-and-Survivor Pension

If you elect to waive the standard 50% Joint-and-Survivor Pension, you must do so with your Spouse's written consent on a form approved by the Board. Your Spouse's signature must be witnessed by either a Notary Public or a Trust Fund Representative. Your Spouse must present legal identification when signing the waiver form.

Recap:

- The 50% Joint-and-Survivor Pension is the automatic payment form at your retirement, if you are married.
- The 75% or 100% Joint-and-Survivor Pensions are optional choices you may select – they are not automatic.
- Your pension is actuarially reduced to provide a Joint-and-Survivor Pension regardless of whether it is the standard 50% Joint-and-Survivor Pension or one of the optional Joint-and-Survivor Pensions.
- Your Spouse may waive her rights to a standard 50% Joint-and-Survivor Pension, but by doing so, there may be no survivor benefits paid to your Spouse upon your death.
- If you are not provided with a written explanation of the Joint-and-Survivor Pension at least 30 days before your Annuity Starting Date, you will be provided with the option of waiving the 30-day advanced written notification, so long as your pension payments begin more than 7 days later.

Important: Regardless of which Joint-and-Survivor Pension you select, the following should be noted:

- You must be legally married on your Annuity Starting Date.
- The Spouse to whom you were legally married on your Annuity Starting Date is the Spouse entitled to the Joint-and-Survivor Pension at your death.
- You must have been married to the Spouse to whom you were married on your Annuity Starting Date for at least one year preceding your death in order for the Spouse to receive a Joint-and-Survivor Pension.
- Once an election has been made for a Joint-and-Survivor Pension, it cannot be revoked or your benefits increased because of divorce. Except to the extent provided in a Qualified Domestic Relations Order, the Spouse to whom you are married on your Annuity Starting Date remains entitled to the survivor benefit, **even if you subsequently divorce**.
- The rights of a former Spouse to any share of your pension, as described in a Qualified Domestic Relations Order, takes precedence over any claims of your Spouse at the time of your retirement or death.
- **The Joint-and-Survivor Pension payable to your surviving Spouse if you were receiving a Disability Pension at the time of your death will not begin prior to the date you would have attained age 55 had you lived.**

Joint-and-Survivor Pensions for Disability Pensions

Disability Pensions

Joint-and-Survivor Pensions – Disability Pensions only: The adjustment factors outlined previously for 1) the standard 50% Joint-and-Survivor Pension, 2) the optional 75% Joint-and-Survivor Pension, and 3) the optional 100% Joint-and-Survivor Pension are different for **Disability Pensions**. If you have questions regarding the Joint-and-Survivor Disability Pension, you should contact the Trust Fund Office.

What Happens if My Spouse Dies before Me?

“Pop-Up” Feature

Effective for retirements on or after September 1, 1996: If you are receiving a Joint-and-Survivor Pension, and the Spouse to whom you were married on your Annuity Starting Date dies before you, your monthly benefit will increase to the amount that would have been payable had you not elected the Joint-and-Survivor Pension. The increased monthly benefit becomes payable **on the first day of the month following the death of your Spouse**. This pop-up feature is offered at no additional charge to Pensioners who have elected the Joint-and-Survivor Pension. You must notify the Trust Fund Office of the death of your Spouse and provide a Certified Copy of your Spouse’s Death Certificate.

If You Are Not Legally Married on Your Annuity Starting Date or Your Spouse Waives Her Rights to a Joint-and-Survivor Pension

Pensioner’s Three-Year Guarantee of Benefits

If you are single, or if you are married and your Spouse elects to waive her rights to a Joint-and-Survivor Pension, you will receive monthly pension payments for as long as you live. If you die before receiving 36 monthly payments, the balance of the 36 payments will be paid to the Spouse to whom you are married on the date of your death. If you are not married on the date of your death, no further benefits are payable.

How does the Three-Year Guarantee Benefit work?

For example, if your Annuity Starting Date is February 1, 2011:

- The Three-Year Guarantee period begins on your Annuity Starting Date, in this instance, February 1, 2011, and ends 36 months later on January 31, 2014.
- If you die during month 24 of the Three-Year Guarantee period, the Spouse to whom you were legally married on the day you die will continue to receive your monthly pension benefit to the end of the guarantee period, i.e. through January 2014.

Level Income Option

If you are entitled to a Service, Early Retirement, Pro Rata, Early Retirement, Deferred Vested Service or Deferred Vested Early Retirement Pension, with at least 10 Years of Northern California Credited Service, you may be able to select the Level Income Option instead of any other option available under the Plan.

You may select this option if:

- You are between the age of 55 and 62, and
- You are not electing a Joint-and-Survivor Pension.

Under this option, you receive a **higher monthly amount from the Plan until you reach age 62**, the age at which you can begin receiving early Social Security benefits. Once you become age 62, the higher amount you were receiving will drop by \$100.00 a month.

The purpose of the Level Income Option is to provide a, more or less, level income for life, taking into account the likelihood you will begin receiving Social Security at age 62.

The actual Level Income Option benefit amount is based on your age at retirement and the Plan's formula in effect when you retire.

The Level Income Option must be elected before pension payments begin. Once payments begin, you cannot change that payment form.

If a Pensioner who is receiving payments under the Level Income Option dies before receiving an amount equal to the total amount which would have been paid had the Level Income Option not been elected, his **surviving Spouse** will receive any balance due in monthly installments. The total paid to the Pensioner will be subtracted from the amount that would have been payable under the Three-Year Guarantee. Any remaining balance will only be paid to the surviving Spouse.

Lump-Sum Payment (in lieu of monthly benefit)

If the Actuarial Present Value of the monthly benefit is \$5,000 or less, the Plan will pay to you, or your surviving Spouse, the lump sum amount of the Actuarial Present Value in lieu of the monthly benefit. If this provision applies, you may not elect any other payment form.

Pre-Retirement Surviving Spouse Pension

If you have not yet retired, you are a Vested Participant who earned one or more hours after August 22, 1984, and you are married at the time you die, your surviving Spouse may be entitled to a Surviving Spouse Pension.

The pre-retirement Surviving Spouse Pension is **only payable if:**

- You were married on the day you die; and
- You have been married to that same person for at least one year prior to your death.

This provision does not apply to your surviving Spouse for any portion of your pension payable to a former Spouse under a Qualified Domestic Relations Order (QDRO).

The pre-retirement Surviving Spouse Pension will be paid as a standard 50% Joint-and-Survivor Pension regardless of whether you die **before** or **after** you reach your earliest retirement age. The pension amount will be determined as if you had left Covered Employment on the date of your death or the date you last worked in Covered Employment. **If you die before the age of 55, payments to your surviving Spouse would not begin until the month following the month you would have reached age 55, had you lived.**

For example, if you are age 45 when you die and you had 15 Years of Credited Service, not counting any Credited Service lost due to a Permanent Break in Service, the **earliest** you could have retired would have been at age 55. At the time of death, you were 10 years away from the **earliest** date you could retire; therefore, your surviving Spouse would need to wait 10 years before she could begin receiving the Surviving Spouse Pension.

If you die **before** you were eligible for any non-disability type pension under the Plan because of your age, your pension will be actuarially reduced for an Early Retirement at age 55 (the earliest date you could have retired, had you lived). That amount will then be adjusted for the standard 50% Joint-and-Survivor Pension.

If you had 25 Benefit Units at the time of your death, the Early Retirement actuarial reduction would not apply. The pension amount would only be adjusted for the standard 50% Joint-and-Survivor Pension.

If, however, the Actuarial Present Value of your pension is \$5,000 or less, the Board will make a single-sum payment to your surviving Spouse in an amount equal to the Actuarial Present Value of the pension in lieu of the Surviving Spouse Pension.

Your surviving Spouse may also elect to have her payments begin later than the month following your 55th birthday to lessen the effect of the actuarial reduction for the Early Retirement, if applicable, but she would be giving up a certain number of pension payments to do so. Your spouse should always speak to a Fund Representative before making a decision to postpone an Annuity Starting Date to make certain he or she understands the effect of any postponement.

The Surviving Spouse Pension, however, must begin no later than the December 1st of the calendar year in which you would have reached age 70 ½ had you lived.

If you die **after** becoming eligible for any non-disability type pension, your pension amount would be calculated based upon your age, number of Years of Credited Service and the type of pension to which you were entitled at the time of your death. The amount would then be adjusted for the standard 50% Joint-and-Survivor Pension.

For example, death occurs at age 59 with 20 Years of Credited Service: A pension at that age with that number of Years of Credited Service would have been an Early Retirement and subject to the actuarial reduction for Early Retirements; then adjusted for the standard 50% Joint-and-Survivor Pension.

If, however, you were age 59 and had at least 25 **Benefit Units** or age 62 with at least 20 **Benefit Units**, you would have been entitled to a Service Pension not subject to an actuarial reduction; therefore, only the adjustment for the Surviving Spouse Pension would apply.

Important Reminders

- The Surviving Spouse Pension can be subject to the rights of a former Spouse(s) under a Qualified Domestic Relations Order and may reduce or eliminate pre-retirement death benefits for the person to whom you are married at the time you die.
- Your surviving Spouse is responsible for notifying the Trust Fund Office of your death and is responsible for providing whatever documents are required in addition to the formal application for benefits before the Surviving Spouse Pension can be paid.
- These rules apply only to death benefits under the Pension Plan. They do not affect any job-related insurance coverage or other retirement plans.
- The Surviving Spouse Pension described in this Plan is available only if you have achieved Vested status under the Plan.

Pensioner's Lump-Sum Death Benefit

If you are a Pensioner and you die on or after August 1, 1995, a Lump-Sum Death Benefit will be paid to your surviving Spouse in an amount equal to \$100.00 for each full Benefit Unit (or a portion for fractions), that you had earned under the Plan at the time of your retirement. If you have no surviving Spouse, the benefit will be paid to one or more of your surviving relatives in the following order:

- a. Child(ren)
- b. Parent(s)
- c. Sibling(s)

If you are not survived by any of the relatives listed above, the Fund will reimburse the individual responsible for your funeral expenses, up to the amount of the Lump-Sum Death Benefit. Any remaining portion will be paid to your estate.

If a Lump-Sum Death Benefit is not payable under any of the above circumstances, the entire Lump-Sum benefit will be paid to your estate.

If You Are Divorced - Qualified Domestic Relations Orders

In general, your pension benefits from this Plan cannot be claimed by any creditor, nor can you, your Spouse or Beneficiary transfer any rights to these benefits to any other person or entity. However, under the terms of a Qualified Domestic Relations Order (QDRO), your former Spouse may be assigned an interest in your pension benefits upon the termination of your marriage.

With the exception of certain orders entered prior to January 1, 1985, the Fund is only required to comply with a Qualified Domestic Relations Order as defined in the Retirement Equity Act (29 U.S.C. §1056(d)) and Internal Revenue Code §414(p). Under that definition, the order must be a judgment, decree or order made pursuant to state law relating to child or spousal support, or marital property rights directing that all or part of a Participant's benefit be paid to an alternate payee.

The order must clearly specify:

1. The names and last known mailing addresses (if any) of the Participant and each alternate payee covered by the Order;
2. The amount or percentage of the Participant's benefit to be paid to each alternate payee, or the manner in which the amount or percentage is to be determined;
3. The number of payments or period to which the order applies; and
4. Each Plan to which the Order applies.

The order cannot require the Plan to:

1. Provide any type or form of benefit, or any option, not otherwise provided under the Plan, except as permitted by the Retirement Equity Act; or
2. Provide increased benefits (determined on the basis of the actuarial value); or
3. Pay benefits to an alternate payee that are required to be paid to another alternate payee under another Order previously determined to be a Qualified Order.

Domestic Relations Orders must be approved by the Board and should be sent to the following address:

Cement Masons Pension Trust Fund for Northern California
220 Campus Lane
Fairfield, California 94534-1499

In the event you need to obtain a Qualified Domestic Relations Order (QDRO) as part of your divorce, your attorney should prepare a **preliminary** Domestic Relations Order to fit your particular situation and submit it to the Plan Administrator for review **before it is signed by a Judge**. The Plan Administrator will then advise you of any changes that need to be made to the preliminary Domestic Relations Order and let you know, in advance, whether the Board will find the Domestic Relations Order to be "qualified".

The Plan's written procedures for the handling of a Domestic Relations Order may be obtained without charge from the Plan Administrator.

Federal and State Income Tax Withholding, Rollover Distributions and Notice of Early Distribution Penalty

Federal Income Tax Withholding

Federal income taxes will be withheld from any benefits paid by the Plan which exceed the limits established by the Internal Revenue Service, unless you elect not to have income taxes withheld. You will be given detailed information and the opportunity to elect or reject withholding when you apply for benefits. Speak to a tax advisor before making this decision.

State Income Tax Withholding

State income taxes will be withheld from any benefits paid by the Plan which exceed the limits established by the California Franchise Tax Board, unless you elect not to have income taxes withheld. You will be given detailed information and the opportunity to elect or reject withholding when you apply for benefits. Speak to a tax advisor before making this decision.

Rollover Distributions

If you, your Spouse or Beneficiary receive certain types of benefits from the Plan, 20% will automatically be withheld for income tax purposes. These types of benefits are a lump sum distribution, installment payments over a period of less than 10 years, and payments of certain death benefits. However, these types of benefits may be eligible for a “rollover” into an IRA or other tax-exempt retirement plan. If you roll over your benefits, the 20% withholding is not mandatory and your liability for taxes based on the rolled-over amounts may be deferred. When you, your Spouse or Beneficiary become entitled to the payment of a benefit, you will receive information concerning the rules governing rollover distributions.

Notice of Early Distribution Penalty

A 10% penalty may also be assessed on early distributions from the Pension Plan. This is a penalty and is in addition to any income taxes that may be due. Unless a Participant meets the requirements of one of the exceptions shown below, any lump sum payment of his pension following a separation from service which occurs before the Participant attains age 59½ will be subject to this penalty.

The following distributions made prior to age 59½ are exempt from the 10% early distribution penalty, if:

1. The payment is in the form of a life annuity (including a joint-and-survivor annuity following separation from service);
2. The payment is made to a Participant who is at least age 55 and made in accordance with the Plan’s Early Retirement provisions;
3. The payment is made as a result of the Participant’s death or disability, or it is to an alternate payee as decreed by a Qualified Domestic Relations Order; or
4. The payment is made to a Participant and is used to pay medical expenses otherwise deductible under Internal Revenue Code section 213.

If you have any questions concerning income taxes, you should seek the advice of a tax professional. Staff of the Trust Fund Office cannot provide professional tax advice. If you have any questions about this information **in general**, you may contact the Trust Fund Office at 1 707 864 3300 or toll-free at 1 888 245 5005.

Retirement, Prohibited Employment and Suspension of Pension Payments

Retirement

In order to receive monthly pension payments, you must be retired. This means that you must stop working in any employment or self-employment as described below.

Prohibited Employment

There are jobs that you are **not** permitted to do when you are receiving a pension benefit from the Plan. The term that is used is “**Prohibited Employment.**”

1. Prohibited Employment **before age 65**

To continue receiving your monthly pension from the Plan, you must **not** work **in any of the following**:

- a) Any employment covered by a collective bargaining agreement with the District Council of Plasterers and Cement Masons of the Northern California or an affiliated Local Union; **or**
- b) Any employment for the Northern California Cement Masons Joint Apprenticeship and Training Committee (JATC), the District Council or an affiliated Local Union; **or**
- c) Any employment or self-employment for wages or profits in the Building and Construction Industry in the geographical jurisdiction of the Plan or a Related Plan which has a Reciprocal Agreement.

2. Prohibited Employment **after age 65, but before the Required Beginning Date**

To continue receiving your monthly pension after you reach age 65 and before the “Required Beginning Date,” you must not work in any employment or self-employment for wages or profit for 40 or more hours during a calendar month in any of the following:

- a) In an industry in which you were employed and accrued benefits under the Plan as a result of that employment at the time your pension began (or would have begun had you continued working);
- b) In a trade or craft in which you were employed at any time under the Plan; and
- c) In the State of California.

Required Beginning Date

The term Required Beginning Date means the April 1st following your 70½ birth date. Once you reach the Required Beginning Date, you must begin receiving your pension and you may engage in any type of employment, anywhere, for any amount of hours and still continue to receive your monthly pension benefit.

Suspension of Benefits

Before Age 65

If you are employed or self-employed in work described in the section “Prohibited Employment” **before age 65**, your pension payments will be suspended (stopped) and permanently withheld for each month that you work in prohibited employment.

In order for your pension payments to begin again, three months must pass since you last worked in prohibited employment. In other words, once you have stopped working in Prohibited Employment, your pension will not begin again until the first day of the fourth month after you have stopped working in Prohibited Employment.

This does not apply if you return to work after you recover from a disability for which you were receiving a Disability Pension benefit.

After Age 65

If you are employed or self-employed in work described under Prohibited Employment **after Normal Retirement Age** (age 65), but before the Required Beginning Date, your pension payments will be suspended (stopped) and permanently withheld for each calendar month you work 40 or more hours in Prohibited Employment. In other words, you may work up to 39 hours in any calendar month but once you work **40 or more hours** in the calendar month at a job not allowed by the Plan, your pension will stop for any month(s) you work 40 or more hours.

After you attain the Required Beginning Date, you may work in any occupation for any amount of hours without jeopardizing your pension.

Pensioner's Return to Work Exception

If you are a Pensioner, you may perform certain types of work under certain conditions without having your monthly pension benefit suspended. If you plan to accept employment in any of the job titles listed below, you must request a prior approval from the Board before you accept the employment. Call the Trust Fund Office to request the necessary form.

- Owner or partial owner of a company **provided the employer is signatory** to a District Council of Plasterers and Cement Masons of Northern California collective bargaining agreement.
- Equipment or Personnel Dispatcher **for a Contributing Employer.**
- Human Resources or Personnel Manager **for a Contributing Employer.**
- Instructor for a **Contributing Employer** in a skill for which training is not provided by the District Council of Plasterers and Cement Masons of Northern California training facilities.
- Supervisor or Superintendent in the construction industry and being paid a bona fide **salary** by a **Contributing Employer.**
- Estimator for a **Contributing Employer.**
- Office worker for a **Contributing Employer.**
- Project Manager for a **Contributing Employer.**
- Safety Officer for a **Contributing Employer.**
- Inspector for a **Contributing Employer.**

Retirement Declaration

When you retire, you will receive a **Retirement Declaration along with many other forms that you will need to complete before you can receive your first pension payment.**

The Retirement Declaration provides you with important rules about your pension. Read the Retirement Declaration carefully and once you understand the rules outlined in the document, you should sign, date, and return it along with your other forms to the Trust Fund Office. By signing and dating the Retirement Declaration, you are confirming to the Board that you understand the terms of the rules outlined in the Retirement Declaration. If you do not understand any of the rules in the Retirement Declaration, do not sign the form until the rules have been explained to you by a Pension Fund Representative. Call the Trust Fund Office and ask that the rules outlined in the Retirement Declaration be fully explained to your satisfaction **before you sign the document.** You should always refer to your copy of the Retirement Declaration prior to accepting any employment or contact the Trust Fund Office if you are unsure about any employment opportunities that may affect your pension.

Important: Prior to the acceptance of any employment after you retire, write to the Board and provide a written description of the duties of the job that you are considering. You will receive a response in writing telling you whether or not the proposed employment is prohibited under the Plan. If you are considering employment listed in the “Pensioner’s Return to Work Exception” there is a form that both you and the employer will need to complete. This would not apply to employment described in the “Required Beginning Date” section.

Notice

Starting Prohibited Employment

Within 15 days after starting any employment described in either “Prohibited Employment before Normal Retirement Age (age 65)” or “Prohibited Employment after Normal Retirement Age, but before the Required Beginning Date”, you must notify the Board of that employment, in writing, sent by first class mail addressed to the Plan at 220 Campus Lane, Fairfield, California 94534-1499. **This written notice must be given regardless of the number of hours of work.**

Failure to Provide Notice

If you fail to comply with the notice requirement above, the Board may act on **certain presumptions which are described below in the section entitled “Presumptions.”**

Ending Prohibited Employment

You must notify the Board, in writing, addressed to the Trust Fund Office, when your prohibited employment has ended. The suspension of your pension payments may continue until the notice is filed with the Board.

Presumptions

The Plan applies the following presumptions when a Pensioner works in Prohibited Employment:

Before Attaining Normal Retirement Age

Whenever the Board becomes aware that you are working or have worked in Prohibited Employment in any month and failed to give timely notice to the Plan of your employment, the Board may, unless it is unreasonable under the circumstances, act on the basis of a rebuttable presumption that you worked in that month and any subsequent month in Prohibited Employment. You may overcome this presumption by establishing that your work was not a basis for the suspension of your benefits.

After Normal Retirement Age but before the Required Beginning Date

Whenever the Board becomes aware that you are working or have worked in Prohibited Employment in any month for 40 or more hours and have failed to give timely notice to the Plan of your employment, the Board may, unless it is unreasonable under the circumstances, act on the basis of a rebuttable presumption that you have worked in that month and any subsequent month in Prohibited Employment. You may overcome this presumption by establishing that your work was not a basis for the suspension of your benefits.

The effect of these presumptions is that the Board may implement the suspension of benefit rules without verifying that you exceeded the number of hours for the period involved. Of course, you may request a review of the suspension of your pension payments as described in the Claims and Appeals Procedure section which can be found on page 51 of this SPD.

Bi-Annual Verification

As a condition to receiving future pension benefit payments, you will be required to submit evidence verifying that you are unemployed or that any employment in which you are, or have been, engaged is not prohibited by the Plan Rules. If you are under the age of 65 and you are receiving a Disability Pension, you must verify that you continue to be disabled or that you continue to receive a Social Security Disability Benefit.

No Longer Receiving Social Security Disability Benefits or Recovery from Disability

If you are on a Disability Pension

If you are a disability Pensioner younger than age 65 and you are no longer eligible for a Social Security Disability Benefit (or its equivalent), or you recover from your disability, you **must notify the Trust Fund Office within 21 days after the date you receive notice from the Social Security Administration (or its equivalent) of your loss of eligibility, or your recovery, in order to avoid any loss of benefits when you retire again.**

Once a disability Pensioner reaches age 65, his pension will continue for the rest of his life, as long as he remains retired, even if he recovers from his disability.

Additional Benefit Accruals After Returning to Covered Employment

If you return to work in Covered Employment, you may be able to accrue additional benefits so long as you work a minimum of 300 hours within a Plan Credit Year.

Recovery of Overpayments

If a Pensioner or Beneficiary has been paid more than he is entitled to under the Plan, for reasons including, but not limited to working in Prohibited Employment, in the case of a Pensioner, the Board has the right to offset from future pension payments the amount of the overpayment in such installments as determined by the Board. In the case of a Pensioner who is over age 65, the deduction will be 100% of the initial resumption payment or the full amount that was suspended, whichever is less; thereafter, the deduction will not exceed 25% of that month's total benefit payment which would have been due but for the deduction.

If you die before the Plan has recouped the overpayment, deductions will be made from any benefits payable to your surviving Spouse or Beneficiary, subject to, in the case of Pensioners over age 65, a 25% limit on the rate of deductions on any benefit payments after the first payment.

How to Apply for Benefits and Annuity Starting Dates

Application for a Pension

The first step is to request a pension application from the Trust Fund Office or your Local Union Office. Complete, sign, date and mail your application to the Trust Fund Office before the month you want your pension to start. Along with your application, you should send proof of your birth date and, if applicable, proof of your Spouse's birth date and your marriage certificate and/or divorce documents. If you do not have the necessary documents at the time you are ready to mail the completed and signed pension application to the Trust Fund Office, do not delay sending the application. You can mail the documents later.

If you are otherwise eligible for a pension, it becomes effective on the first day of the month after a completed pension application is filed, or on the first day of the first month after you have stopped working and have retired, whichever is the later date. For example, if you want your pension to be effective on July 1, your application must be received at the Trust Fund Office by June 30 and you must have stopped working as of that date.

You must complete the pension application in full. Leave no question unanswered. Once you have completed the pension application, sign, date and mail it to the Trust Fund Office. Your completed pension application must be **postmarked** no later than the month **before** you want your Annuity Starting Date to begin (the date you want your pension to begin – the first day of any calendar month). If you need assistance completing the pension application, call the Trust Fund Office and speak to a Pension Fund representative.

If you are applying for a Disability Pension, you should indicate on your application whether you have applied for a Social Security Disability benefit. If you are awarded a Social Security Disability benefit (or its equivalent), you must submit proof of entitlement to the Trust Fund Office. You should submit a copy of the Social Security Notice of Award (or its equivalent) to the Trust Fund Office so that it is received within 12 months from the date on the Social Security Disability Notice of Award so your Disability Pension may begin as soon as possible. In the absence of a Social Security Disability benefit, or its equivalent, you must submit a doctor's statement on a form approved by the Board as well as medical records that relate to the disability that demonstrate you are unable to perform work in the Building and Construction Industry.

Delayed Retirement (Older Than Age 65)

Annuity Starting Date

Generally this is the first day of the month following the date your pension application is postmarked or the month in which you last work, whichever is later.

However, if in the month following your 65th birth date you are eligible for a Regular Pension, and for any month thereafter you have not worked 40 or more hours in Prohibited Employment, you are entitled to receive pension payments beginning the first of the month following your 65th birth date **even though you may not have filed your completed pension application**. You will be given the option of retroactive pension payments or an actuarially increased pension amount beginning on your Annuity Starting Date once your application has been received and processed.

You may delay receiving your pension benefits for as long as you wish, provided this election does not postpone the payment of benefits beyond April 1st following the calendar year in which you reach age 70½, the Required Beginning Date. Your election to postpone benefit payments must be in writing and filed with the Board. If you delay your Annuity Starting Date, you may be entitled to an actuarially increased pension.

Miscellaneous

Evidence of Additional Benefit Accrual

If a Pensioner starts receiving a pension and subsequently submits evidence entitling him to additional accrued benefits, an increase in his pension, if any, will become effective:

1. Back to the effective date of his pension, if the evidence was submitted within one year after the first pension payment was made, or
2. On the first of the month following the date evidence of additional accrued benefits is submitted, if more than one year has passed after his first pension payment was made.

If You Were Previously Denied

If you were previously denied a pension and you submit evidence of entitlement to additional Credited Service and/or Benefit Units which qualifies you for a pension, your pension will become effective:

1. Back to the date determined by your first application for a pension, if the evidence of additional Credited Service and/or Benefit Units was submitted within one year after you were denied a pension, or
2. On the first of the month following submission of the new evidence, if it was filed more than one year after you were denied a pension.

Application for Surviving Spouse Pension or Pre-Retirement Death Benefit

Your surviving Spouse must file an application with the Trust Fund Office for the Surviving Spouse Pension on an application form approved by the Board. This application should be requested from the Trust Fund Office immediately following your death so that your surviving Spouse may know when her survivor benefit will begin and the amount.

Claims and Appeals Procedures

Filing a Claim

A pension must be applied for in writing on a form provided by the Board and must be filed with the Trust Fund Office before you can receive any benefits. A pension application is used for this purpose.

Your pension application will be considered “filed” as of the date it is postmarked, regardless of whether all the information necessary to make a benefit determination accompanies your pension application. If all the necessary information does not accompany your application, the Trust Fund Office will notify you, in writing, of:

1. The standards on which entitlement to benefits is based;
2. The unresolved issues that prevent a decision on your claim; and
3. The additional information needed to resolve those issues.

Once your pension application has been filed, the Trust Fund Office will make the initial determination of benefits within the time periods described below.

Determining Initial Claim to Benefits – For All Pensions, Including Disability

The initial determination of your pension application will be made within a reasonable period of time, but not longer than 90 calendar days after the Trust Fund Office receives your pension application and **all required information**.

If the Trust Fund Office determines that special circumstances require an extension of time for processing your pension application, the Trust Fund Office will notify you, in writing, prior to the expiration of the 90 days. The notification will advise you of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination. The extension cannot be more than 90 calendar days from the end of the initial 90-day period.

Determining Initial Claim – For Disability Pension Based on Medical Evidence

In the absence of a Social Security Disability Benefit, the Pension Plan provides a Disability Pension based on medical evidence. In addition, the Plan grants grace periods for absences from Covered Employment due to a disability. In both cases, the Board makes a determination of disability based on medical evidence as proof of disability.

The initial determination of your application for a Disability Pension will be made within a reasonable period of time, but not longer than 45 calendar days after the Trust Fund Office receives your pension application **and all required information**. If all required information is not received with your pension application, the 45-day period for making the initial determination will be suspended during the time you obtain the additional required information.

The initial 45-day period may be extended for up to 30 calendar days, for a total of 75 calendar days, if an extension of time is necessary due to matters beyond the control of the Plan. The Trust Fund Office will notify you, in writing, prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which you can expect a determination.

If a second extension of time is needed to make a determination due to circumstances beyond the control of the Plan, you will be notified of an extension of up to 30 calendar days, or a maximum of 105 calendar days after the initial receipt of your pension application. Before the end of the first 30-day extension, the Trust Fund Office will notify you, in writing, of the circumstances requiring a second extension and the new date by which you can expect a determination.

If your application for benefits is not acted on within these time periods, you may proceed to the appeal procedures as though your claim to benefits had been denied.

Notice of Denial

If your pension application is denied, in whole or in part, you will be notified in writing of the determination and be given the opportunity for a full and fair review of the decision. The written notice of denial will include:

1. All specific reasons for the denial;
2. All specific references to the pertinent Plan provisions on which the denial is based; you may request a copy of those Plan provisions by calling the Trust Fund Office or you may view a copy at the Trust Funds' website at www.norcalcementmasons.org;
3. A description of any additional material or information necessary to complete your claim for a pension benefit and an explanation of why that material or information is necessary;
4. A description of the Plan's review procedures and the time limits that apply to those procedures, including a statement of your rights to bring civil action under §502(a) of ERISA following an adverse determination on review; **and**

5. Any internal rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse determination regarding your application for a Disability Pension. The Trust Fund Office will provide you with a statement, indicating the rule, guideline, protocol, or other similar criterion that was relied upon in making the determination and will provide you with a copy of that document, free of charge, if you request it.

Right to Appeal

If you apply for a pension benefit and your pension application is denied, or if you believe that you did not receive the full amount of pension benefits to which you may be entitled, you have the right to petition the Board to reconsider its decision. Your petition for reconsideration:

1. Must be in writing; **and**
2. Must state in clear and concise terms the reason(s) for your disagreement with the decision of the Board; **and**
3. May include documents, records, and other information related to the claim for pension benefits; **and**
4. Must be filed by you or your authorized representative with the Trust Fund Office **within 60 days after you receive the notice of denial.**

In the case of an application for a Disability Pension based on medical evidence, your petition for reconsideration must be filed with the Trust Fund Office **within 180 days after you receive the notice of denial.**

Failure to file an appeal within these time limits will constitute a waiver of your rights to a review of the denial of your claim. A late application may be considered if the Board finds that the delay in filing was for reasonable causes.

Upon request, you will be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; including, in the case of a claim for disability benefits, any statement of policy or guidance with respect to the Plan concerning the denial of disability benefits, without regard to whether this advice or statement was relied upon in making the benefit determination.

Review of Appeal

A properly filed appeal will be reviewed by the Board (or by a committee authorized to act on behalf of the Board) at its next regularly scheduled quarterly meeting. However, if the appeal is received within 30 days prior to that meeting, the appeal may be reviewed at the second quarterly meeting following receipt of your appeal. If special circumstances require an extension of time, the Board will make its decision at the third scheduled quarterly meeting following the receipt of your appeal. The Trust Fund Office will notify you, in writing, before the beginning of the extension of the special circumstances and the date that the Board will make its decision.

The Board will review all submitted comments, documents, records, and other information related to your claim, regardless of whether the information was submitted or considered in the initial benefit determination. The Board will not give greater weight to the initial adverse benefit determination. In the event that the required information is not received with your appeal, the time period for reviewing your appeal will be suspended during the time you are obtaining the required information.

In deciding an appeal that is based, in whole, or in part, on a medical judgment, the Board will consult with a health care professional with the appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not be the same individual who was consulted in connection with the initial adverse benefit determination, nor will it be a subordinate of that individual.

You will receive written notification of the Board's decision on your appeal no later than 5 calendar days after a determination is made.

In the case of an adverse benefit determination of your appeal, the written denial will include the reason(s) for the determination, including references to specific Plan provisions on which the determination is based. The written denial will also include a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. The written notification of an adverse benefit determination in regard to disability benefits will also include the specific rule, guideline, protocol, or other similar criterion relied upon in making the adverse determination.

The denial of a claim to which the right to review has been waived (that is, you have failed to file a written request within the required time limit), or the decision of the Board or the Board's designated Appeals Committee with respect to a petition for review, is final and binding upon all parties, subject only to any civil action you may bring under ERISA. Following issuance of the written decision of the Board regarding your appeal, there is no further right of appeal to the Board or right to arbitration.

You may, however, re-establish your entitlement to benefits at a later date based on any additional information and evidence not previously available to you at the time of the decision of the Board.

Plan Termination

The Board intends to continue this Plan indefinitely. If, for any reason, the Plan should be terminated, you will have a 100% Vested interest in your regular retirement benefit to the extent benefits are funded by the assets in the Trust Fund Office at the time the Plan terminates.

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 2 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 guaranteed benefit equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850.

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

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not Vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask 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 1 202 326 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 1 202 326 4000. Additional information about the PBGC's pension program is available through the PBGC's website on the internet at <http://www.pbgc.gov>.

Some Questions and Answers

Who administers the Plan?

A **Board** consisting of an equal number of Employee and Employer representatives are responsible for the administration of the Plan, in accordance with the applicable laws.

Who is covered by the Plan?

Only Employees of Contributing Employers who work under the collective bargaining agreement with the District Council of Plasterers and Cement Masons of Northern California or one of its local unions or who perform work for the Northern California Cement Masons Joint Apprenticeship and Training Committee, the District Council, or a local union for which Contributions are made to the Fund are covered by the Plan. The Plan also covers owners, partners and supervisory personnel above the rank of foreman to the extent permitted by the collective bargaining agreement and by law.

Do the pensions provided by this Plan affect Social Security benefits in any way?

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

May pension benefits be assigned?

No. The benefits from this Plan cannot be assigned except to the extent provided in a Qualified Domestic Relations Order.

Are there any deductions from pension benefits?

Federal and state income tax withholding may be deducted as described on page 44 of this SPD. In addition, if optional health and welfare coverage is elected, the appropriate premium will be deducted from monthly pension benefits.

If benefits are denied, may the applicant appeal the denial?

Yes. Any applicant who is denied a benefit has the right to appeal that denial to the Board within 60 days after he receives notice of the denial. The rules for filing an appeal are described under the **Claims and Appeals Procedures** on page 51-53 of this SPD.

Are Plan documents available to Participants and Beneficiaries?

Yes. Copies of the Trust Agreement, Plan Rules and Regulations, Plan Amendments, the Summary Plan Description, statements of assets and liabilities and income and expenses of the Plan, and an annual funding notice are available at the Trust Fund Office during regular business hours and will be furnished by mail upon receipt of your written request. In addition, copies of the collective bargaining agreements and a full annual report (Form 5500) are available for inspection at the Trust Fund Office during regular business hours and, will be furnished by mail upon receipt of your written request and payment of reasonable charges for copying the report. You should find out what those charges will be before writing and requesting copies of these documents.

Information Required by the Employee Retirement Income Security Act of 1974

1. The Plan is administered and maintained by a Joint Board at the following address:

Board of Trustees
Cement Masons Pension Trust Fund for Northern California
220 Campus Lane • Fairfield, California 94534-1499
1 707 864 3300 or toll free 1 888 245 5005

2. The above is the name, address and telephone number of the Plan Administrator.

The Trust Fund Office will provide any Plan Participant or Beneficiary information as to whether a particular employer is contributing to this Fund for the work performed by Participants. The information about contributing employers and the addresses for those employers can be obtained from the Trust Fund Office upon written request.

3. The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 94-6277669. The Plan Number is 001.
4. The Plan is a defined benefit plan.
5. The person designated as agent for the service of legal process is:

Mr. Edward J. Smith, Fund Manager
Cement Masons Pension Trust Fund for Northern California
220 Campus Lane • Fairfield, California 94534-1499

The service of legal process may also be made upon a Plan Trustee or the Plan Administrator.

6. The names, titles and business addresses of the Trustees as of the printing of this SPD are:

Employer Trustees	Employee Trustees
<p>Mr. Brian Gardner Kiewit Infrastructure West Co. 4650 Business Center Drive Fairfield, CA 94534</p> <p>Mr. Shawn Barnes Harbison-Mahony-Higgins Builders, Inc. dba Concrete Services 15 Business Park Way, Suite #101 Sacramento, CA 95828</p> <p>Mr. Robert Dumesnil Dolan Concrete Construction 3045 Alfred Street Santa Clara, CA 95054</p> <p>Mr. Mark Reynosa Associated General Contractors of CA. Inc. 1390 Willow Pass Road, Suite #1030 Concord, CA 94520</p>	<p>Mr. Hector Cortez Cement Masons Local #400 810 West Stadium Lane Sacramento, CA 95834-1131</p> <p>Mr. Ben Espinoza Cement Masons Local #400, Area 631 404 Nebraska Street Vallejo, CA 94590</p> <p>Mr. Keith Shanks Cement Masons Local 300, Area 594 8400 Enterprise Way, Suite 111 Oakland, CA 94621</p> <p>Mr. Greg Levy Cement Masons Local 300, Area 594 8400 Enterprise Way, Suite 111 Oakland, CA 94621</p>

7. This program is maintained pursuant to various collective bargaining agreements. Copies of the collective bargaining agreements are available for inspection at the Trust Fund Office during regular business hours and upon receipt of a written request will be furnished by mail. A copy of any collective bargaining agreement which provides for contributions to this Fund will also be available for inspection within 10 calendar days after receipt of a written request at any of the local union offices or at the office of any Contributing Employer to which at least 50 Plan Participants report each day.
8. The Plan's requirement with respect to eligibility for participation and benefits are shown in Articles 2, 3, 4, 5, 6, and 8 of the Plan Rules and Regulations. You may request a copy of the Rules and Regulations by calling the Trust Fund Office or you may view a copy on the Trust Funds' website at www.norcalcementmasons.org.
9. The Normal Retirement Age is 65 or, if later, the age of the Participant after the fifth anniversary of his participation (participation before a Permanent Break in Service is not counted.)
10. The provisions of the Joint-and-Survivor Pension, which provides a lifetime pension for a surviving Spouse, are set forth in Article 7 of the Rules and Regulations. You may request a copy of the Rules and Regulations by calling the Trust Fund Office or you may view a copy on the Trust Funds' website at www.norcalcementmasons.org.
11. Description of the circumstances which may result in disqualification, ineligibility, denial, suspension, or loss of benefits:
 - a. A Participant incurs a Permanent Break in Service and his previously earned Credited Service, Benefit Units, and accrued benefits would be canceled, if after February 1, 1959, but before February 1, 1976, he did not earn one quarter of Credited Service in any 2 consecutive Plan Credit Years.

On or after February 1, 1976 and before February 1, 1985, a Participant incurs a Permanent Break in Service if the number of consecutive Plan Credit Years (when they exceed 2) in which he failed to complete 300 hours in Covered Employment equals or exceeds the number of full Years of Credited Service which he had previously earned.

On or after February 1, 1985, a Participant incurs a Permanent Break in Service if the number of consecutive Plan Credit Years (when they exceed 5) in which he fails to complete 300 hours in Covered Employment equals or exceeds the number of full Years of Credited Service which he has previously earned.

These time requirements can be extended by certain grace periods upon application to the Board by the Participant.

- b. A Separation from Covered Employment results in limiting the monthly amount payable of accrued benefits earned prior to the Separation to an amount that would have been payable by the Plan at the end of the Separation period.

A Participant incurred a Separation from Covered Employment prior to February 1, 1976, if he failed to earn one quarter of Credited Future Service in any period of 2 consecutive Plan Credit Years. After January 31, 1976, a Participant incurs a Separation from Covered Employment at the end of any 2 consecutive Plan Credit Year periods in which he does not work at least 300 hours in Covered Employment in at least one of the 2 Plan Credit Years.

- c. If a Disability Pensioner who is under age 65 loses entitlement to his Social Security Disability Benefit or if he was awarded a Disability Pension in the absence of a Social Security benefit (or its equivalent), and otherwise recovers from his disability, he must inform the Board in writing within 21 days of the date he receives notice of the loss from the Social Security Administration or otherwise

recovers from his disability. If he fails to provide the notice, he will, upon subsequent retirement prior to Normal Retirement Age, be disqualified for benefits for up to 12 months following the date of his retirement plus any additional months during which he received disability pension payments to which he was not entitled.

- d. If a Pensioner works in employment prohibited by the Plan, he must inform the Board in writing within 15 days after he starts work, and his pension payments will be suspended and permanently withheld for the periods and under the other conditions specified earlier in this SPD.
 - e. A Pensioner is not eligible to receive a pension until the first day of the month following the date on which he filed an application for a pension except as described in Section 10.05 of the Plan Rules and Regulations.
 - f. To be eligible for benefits under the Plan, Participants must meet the eligibility requirements specified in the Plan.
 - g. Pension payments may be suspended for failure to comply with a request from the Fund for information promptly, completely, and in good faith.
 - h. Any overpayments of benefits may be offset, recouped and recovered from payments due or thereafter becoming due a Pensioner or his Beneficiary or surviving Spouse in installments and to the extent as the Board determines in accordance with applicable law.
 - i. A Qualified Domestic Relations Order (QDRO) may require that the Plan pay all or a portion of a Participant's benefits to an Alternate Payee named in the Order.
12. Your pension benefits under this multiemployer Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency.

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).

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum benefit guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850. (The ceiling on the amount of monthly benefit that the PBGC guarantees is adjusted periodically.)

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 insurance protection and its limitations, 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 1 202 326 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 1 202 326 4000. Additional information

about the PBGC's pension insurance program is available through the PBGC's website on the internet at www.pbgc.gov.

13. The Plan provisions for determining years of service, eligibility to participate, vesting, breaks in service, and benefit accrual are explained in Articles 2, 3 and 6 of the Pension Plan Rules and Regulations.

14. Source of financing of the plan and identity of any organization through which benefits are provided:

Benefits are provided directly from the Fund's assets which are accumulated through employer contributions under the provisions of the Trust Agreement and applicable collective bargaining agreement, are actuarially determined, and held in custody by the Corporate Co-Trustee, which currently is U.S. Bank.

15. The Board may terminate the Plan pursuant to its authority under Section 12.04 of the Plan. Upon termination, no further benefits can be earned by Participants, but all benefits earned to the date of termination will be Vested to the extent funded. In no event will the termination of the Plan or Trust Fund result in a reversion of any assets to any Contributing Employer.

All contributions to the Plan are made by Individual Employers in accordance with collective bargaining agreements in force with the District Council of Plasterers and Cement Masons of Northern California or any of its affiliated local unions or by the Northern California Cement Masons Joint Apprenticeship and Training Committee, the District Council or an affiliated local union with respect to certain of their employees pursuant to Board regulations.

Collective bargaining agreements require Contributions to the Fund at fixed rates per hour.

The Trust Agreement provides that Individual Employers will not be required to make any further payments or Contributions to the cost of operation of the Fund or of the Plan, except as may be provided in the collective bargaining agreements, Subscriber's Agreement and the Trust Agreement.

16. The date of the end of the Plan Year is August 31.

17. Claims and Appeal Procedures

The procedure for applying for pensions is described under How to Apply for Benefits and Annuity Starting Dates.

If you want to appeal a denial of a claim in whole or in part, you should file a written petition for a review within 60 days after you receive notice of the denial of the claim. If the petition is not filed within the required 60-day period the right to a review of the denial is waived, provided that the Board may relieve a claimant from any waiver for good cause if application for relief is made within one year.

A decision will be made by the Board of Trustees within 60 days after receipt of the petition, unless there are special circumstances which require an extension of time for processing. In that case, the decision will be made available as soon as possible, but not later than 120 days after the request for the review of the denial.

This procedure must be followed by anyone who believes he was improperly denied a benefit.

Statement of Rights under the Employee Retirement Income Security Act of 1974

As a Participant in the Cement Masons Pension Trust Fund for Northern California, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain, in writing, a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65 or, if later, your age on the fifth anniversary of your participation) 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 before you have a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a pension benefit is denied 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, 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.

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.