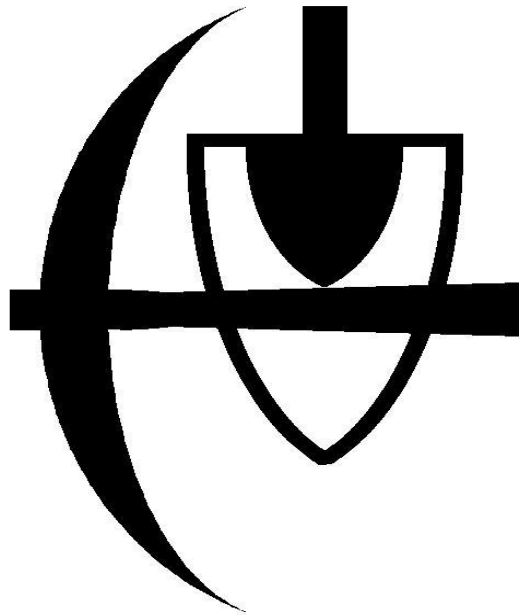


**LABORERS  
ANNUITY PLAN  
FOR NORTHERN CALIFORNIA**



**Summary Plan Description**  
June 1, 2017

For the complete Laborers Annuity Plan Rules and Regulations,  
visit our website at [www.norcalaborers.org](http://www.norcalaborers.org)

# **LABORERS ANNUITY PLAN FOR NORTHERN CALIFORNIA**

220 Campus Lane | Fairfield, California 94534-1498

**TELEPHONE:** 707-864-2800 | **TOLL-FREE NUMBER:** 800-244-4530

**WEBSITE:** [www.norcalaborers.org](http://www.norcalaborers.org)

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Bullivant Houser Bailey PC  
Weinberg, Roger & Rosenfeld

## **CONSULTANT AND ACTUARY**

The Segal Company

## **FUND ADMINISTRATIVE OFFICE**

Byron C. Loney, Fund Administrator  
Laborers Funds Administrative Office of Northern California, Inc.

# Laborers Annuity Plan for Northern California

To All Annuity Plan Participants:

We are pleased to provide you with this updated Summary Plan Description (SPD). The SPD describes some of the most important features of your Annuity Plan. The SPD, however, cannot describe every detail of your Plan. Only the Plan Rules and Regulations contain all of the provisions which govern the Annuity Plan.

In the event of any conflict between this 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 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.norcalaborers.org](http://www.norcalaborers.org).

When there is a change to the Plan Rules and Regulations, eligible Plan Participants will receive an "Important Plan Benefit Change" announcement. Plan announcements are also available on the Trust Funds' website. Keep all announcements with your SPD.

For your protection, only the Board of Trustees is authorized to interpret the Annuity 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 agents 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 keep this SPD for future reference and that you inform members of your family where it can be found. It contains information concerning what may be substantial sums of money to which you and your Beneficiary may be entitled.

From time to time, material changes may be made to the Plan provisions. These are communicated to you in the form of Important Plan Benefit Change announcements. So that your information is complete and up to date, you should keep all Important Plan Benefit Change announcements with this SPD.

If you have any questions about the information in this SPD, or about your benefits in general, contact the Trust Fund Office at 707-864-2800 or toll-free at 800-244-4530, Monday through Friday, between the hours of 8:00 AM and 5:00 PM or email questions to [customerservice@norcalaborers.org](mailto:customerservice@norcalaborers.org).

Sincerely,

Board of Trustees

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## Important Information about Your Plan

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- This SPD is only a summary of the Plan's benefits and cannot adequately reflect all of the details of the Annuity Plan.
- The rights of a Participant or Beneficiary can only be determined by consulting the actual Rules and Regulations of the Annuity Plan.
- You have a right to a copy of the Rules and Regulations and you may obtain one by calling or writing to the Trust Fund Office. You may also view and print the Plan Rules and Regulations on the Trust Funds' website at [www.norcalaborers.org](http://www.norcalaborers.org).
- Only the full Board of Trustees is authorized to resolve any questions in the interpretation of the Annuity Plan.
- Only the Board of Trustees may 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 agents of the Board.
- Wherever any words are used in this SPD in the masculine gender, they should be considered 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 SPD in the singular form, they should be considered as though they were also in the plural form in all situations where they would so apply, and vice versa.

### **The Annuity 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.

### **24/7 Member Portal**

Register to access your benefits information. The Trust Funds' website has a direct link to the Member Portal where you can easily set up a secure online account to gain access, 24 hours a day, 7 days a week, to your benefits information.



If you have any questions, send an email to: [customerservice@norcalaborers.org](mailto:customerservice@norcalaborers.org)

## Questions and Answers about Your Plan

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The following are answers to frequently asked questions about the Annuity Plan. For a more complete list of terms, refer to the Plan Rules and Regulations, available upon request from the Trust Fund Office or at the Trust Funds' website at [www.norcalaborers.org](http://www.norcalaborers.org).

### ***Q1. What is the Annuity Plan?***

The Annuity Plan is a defined contribution money purchase pension plan which allows distributions at retirement. There are no hardship withdrawals nor can you take a loan from your account. Like Social Security and the Laborers Pension Plan for Northern California, it is a retirement plan, intended to be paid out at retirement, or other circumstances as provided for in the Plan.

### ***Q2. When do I become a Participant in the Annuity Plan?***

If you are working for a Contributing Employer at a job covered by the Collective Bargaining Agreement, you are an Employee and eligible to be a Participant in the Annuity Plan.

You become a Participant when the Contributing Employer makes or is required to make the first Contribution to the Annuity Plan on your behalf.

### ***Q3. What does it mean to be a "Participant" in the Annuity Plan?***

As a Participant in the Laborers Annuity Plan for Northern California, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). Refer to pages 17 and 18 in this booklet for information regarding your rights and protections under ERISA.

### ***Q4. What is an "Individual Account"?***

An Individual Account is the account established in your name and to which Contributions will be credited on your behalf.

### ***Q5. What is an "Accumulated Share"?***

The Accumulated Share is the **amount payable** from your Individual Account. It is much like a savings account. A savings account can be thought of as the "Individual Account" and the "Accumulated Share" is the balance in your savings account (principal and interest).

***Q6. What determines the value of my Accumulated Share?***

The value of your Accumulated Share is made up of the following:

- Contributions made or required to be made by Individual Employers, ***plus***
- Interest or dividends earned as a result of investing the Contributions made on behalf of all Plan Participants, ***plus/minus***
- Increases or decreases in the value of the Plan's assets, ***minus***
- A uniform share of expenses for operating the Annuity Plan.

Once these amounts are taken into account, the value of your Individual Account is "fixed" as of May 31 each year.

***Q7. Will I receive an annual statement showing the value of my Individual Account?***

Yes. After each Valuation Date (May 31), an accounting of the Plan's transactions for the year is performed, including an audit by the Plan's Certified Public Accountant (CPA). Based upon this accounting, a "Statement of Individual Account" is sent to you showing the value of your Individual Account. As soon as practicable after the close of each Plan Year, the Statement of Individual Account is mailed to each Participant after the valuation is made.

***Q8. What is a Valuation Date?***

A Valuation Date is the date on which the value of your Individual Account is "fixed," by combining the following factors:

- Employer Contributions
- Income earned from the Plan's investments
- Operating Expenses of the Plan

May 31 is chosen as the Valuation Date because it is the last business day of the Plan's fiscal year.

***Q9. What should I do if my statement does not show all the Contributions I earned during the year?***

Carefully check the Statement of Individual Account that you receive from the Trust Fund Office. If an Individual Employer failed to report the correct number of hours that you worked, or has not made the required Contributions, contact the Trust Fund Office or your Local Union as soon

as possible so that appropriate action can be taken. You should also retain your pay stubs to verify hours worked and required Contributions.

### ***Q10. When am I eligible to receive the money in my Individual Account?***

You are eligible to receive the money in your Individual Account when one of the following events occurs:

- **Retirement.** You attain age 65 with no Contributions having been made or required to be made to your Individual Account for at least 3 consecutive months, or you are receiving a pension benefit from:
  - a) The Laborers Pension Trust Fund for Northern California; or
  - b) The Pension Plan of the Laborers' International Union of North America (LIUNA); or
  - c) For a non-bargained Employee of a Contributing Employer, receipt of a pension from any qualified defined benefit plan sponsored by that Contributing Employer.

**IMPORTANT:** An Employee who receives a pension under (b) or (c) cannot also be a "Participant" in the Laborers Pension Plan for Northern California or be working for a Contributing Employer when his application for payment of his Accumulated Share is received. If you are unsure as to whether you qualify as a "Participant" contact the Trust Fund Office.

- **You Stop Working as a Laborer.** Regardless of your age, if:
  - a) You have not worked in employment covered by the Collective Bargaining Agreement for at least 500 hours in each of 2 consecutive calendar years before your application for your Accumulated Share; or
  - b) You have not worked in employment covered by the Collective Bargaining Agreement for at least 1,000 hours within a 24-consecutive-month period before your application for your Accumulated Share; or
  - c) There have been no Contributions made or required to be made on your behalf during that Plan Year and the immediately preceding Plan Year, and your Individual Account balance is less than \$1,000.00<sup>1</sup>.

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<sup>1</sup> **IMPORTANT:** Effective September 1, 2017, if, as of the last day of a Plan Year, no Contributions are made on your behalf during that Plan Year and the immediately preceding Plan Year, and your Individual Account balance is less than \$1,000, the Plan will pay your entire Individual Account balance in a single lump sum. Such distribution will not require any action on your part.



- **Entitlement to a Social Security Disability Benefit.** Regardless of your age, you have established entitlement to a Social Security Disability Benefit based on your total and permanent disability.
- **Death.** In the event of your death, any money in your Individual Account will be paid to your designated Beneficiary. As a condition to payment of your Individual Account, your Beneficiary must complete an application on a form provided by the Trust Fund Office (See Question 16).

***Q11. How much will I receive when I am eligible for payment of my Individual Account?***

The exact amount you will receive when you become eligible for benefits cannot be determined until you apply for payment of your Individual Account. The amount you will receive will be calculated as follows:

- Your Individual Account balance as of the most recent Valuation Date (May 31); **plus**
- Interest on your Individual Account balance as of the most recent Valuation Date through the last day of the month before the date of distribution; **plus**
- All Employer Contributions made or required to be made since the most recent Valuation Date.

In no event, are you permitted by federal income tax law or Plan rules to postpone the payment of your Individual Account to a date later than April 1 following the calendar year you become age 70 ½.

***Q12. How will my Individual Account balance be paid?***

When you are entitled to receive payment of your Individual Account, that is, you have established eligibility as described in Question 10, you have the option to select one of the following forms of payment:

- A monthly annuity payment; or
- A lump sum paid directly to you or to an eligible retirement plan as a direct rollover (for more information on a direct rollover, see Annuity Plan Rules and Regulations located on the Trust Funds' website); or
- A combination of a lump sum and a monthly annuity payment.

If you are legally married on your Annuity Starting Date, your Individual Account will automatically be paid in the form of a 50% Qualified Joint-and-Survivor Annuity, unless you elect to waive that form of payment and your Spouse consents to that election, in writing. The Plan

also provides you with the option of electing a 75% Joint-and-Survivor Annuity. Regardless of which option you select, the Trust Fund Office will provide you with detailed information at the time you and your Spouse apply for your Individual Account balance.

If you are not married, you will receive payments in the form of a single-life annuity, unless you elect another form of payment.

If, at the time you become eligible for payment and the amount in your Individual Account is less than \$5,000, the only form of payment available is a lump sum.

### ***Q13. How does the Joint-and-Survivor Annuity affect my Individual Account?***

Under a Joint-and-Survivor Annuity, a nontransferable annuity contract will be purchased through a licensed insurance company, unless you and your Spouse waive this option. Under its terms, you will receive a monthly amount for your lifetime and, after your death, payments of at least one-half of your monthly amount will continue to be made to your Spouse for her lifetime. The monthly payments for your lifetime will be actuarially reduced because the payments are guaranteed for 2 lifetimes.

Here are some additional rules which may affect the Joint-and-Survivor Annuity:

- Once payment is made as a Joint-and-Survivor Annuity, it will not be increased as the result of a divorce or death of the Spouse;
- The rights of a former Spouse, as outlined in a Qualified Domestic Relations Order, may reduce or eliminate the amount payable to the current Spouse;
- The Spouse of a Participant who retires with a Joint-and-Survivor Annuity continues to be entitled to be paid one-half of the monthly amount in the event of a divorce.

At the time application is made, this information is provided in greater detail.

### ***Q14. What happens if I receive the money in my Individual Account and then return to work in employment covered by the Plan?***

A new Individual Account will be established for you as described in Question 4.

### ***Q15. What happens if I enter military service?***

If you serve in Qualified Military Service and are subsequently re-employed by a Contributing Employer, you may qualify for Contributions to be made to the Annuity Plan for period(s) under

the Uniformed Services Employment and Reemployment Rights Act of 1994 or “USERRA.” If you believe you are entitled to Contributions for the period of time you served in the “uniformed service”, you should contact the Trust Fund Office.

***Q16. What happens to my Individual Account in the event I die prior to the distribution of my money?***

If you die before receiving the amount in your Individual Account, your Spouse may elect to receive the amount in your Account in the form of a lifetime annuity, a lump sum, or a combination of an annuity and a lump sum. If you have no surviving Spouse, or if your Spouse has waived the right to payment of your Individual Account, it will be paid to your designated Beneficiary.

If your surviving Spouse elects the lump sum option, your Spouse may have that amount paid directly to her or to an eligible retirement plan as a direct rollover. If either you or your Spouse have questions concerning the payment options, please refer to the Annuity Plan Rules and Regulations or contact the Trust Fund Office.

***Q17. Can I borrow money from my Individual Account?***

No. There are no Plan provisions that permit loans or hardship withdrawals from Individual Accounts or from the Plan.

***Q18. Can I leave the money in my Individual Account?***

Yes, you (and your Spouse, if you are married) can make a written election to leave the money in your Individual Account and receive payment at a later date. While you (and your Spouse, if married) may consent to keeping your account balance in your Individual Account, operating expenses will be deducted from your account balance and may result in a reduction in the balance since no new contributions will be made to your account. If you elect to leave your account with the Plan, the Trust Fund Office can provide you with additional information as to how the operating expenses will affect your account. If you wish, the account balance can be rolled into an IRA or other qualified retirement plan to avoid incurring the operating expenses of the Annuity Plan. To keep your account active, you must keep the Trust Fund Office informed of your current address.

However, under the IRS rules that govern the Annuity Plan, neither you nor your Spouse are allowed to leave the money in your Individual Account after you have reached your Required

Beginning Date (RBD). Your RBD is April 1st of the year following the year you reach age 70½. On that date you must begin to withdraw the money in your Individual Account, and satisfy the IRS Minimum Required Distribution rules. Contact the Trust Fund Office for more information.

***Q19. How do I designate a Beneficiary if I am not married?***

If you are not married, you may designate a Beneficiary on a form provided by the Trust Fund Office and delivered to the Trust Fund Office any time prior to your death. You may change your Beneficiary at any time in the same manner. The form, naming your Beneficiary, must be on file with the Trust Fund Office in order for the Plan to pay your Individual Account to your designated Beneficiary. If there is no designated Beneficiary form on file with the Trust Fund Office, or your named Beneficiary has not survived you, your Individual Account will be paid as follows:

- To your surviving children in equal shares; or if none
- To your surviving parents in equal shares; or if none
- To your estate.

If you have questions about designating a Beneficiary or changing your Beneficiary you should contact the Trust Fund Office for more information.

***Q20. How do I designate a Beneficiary if I am married?***

If you are married, your Spouse is automatically your designated Beneficiary, unless you and your Spouse have signed a waiver form and have had your signatures witnessed by a Notary Public. The requirement of the spousal waiver only applies if you have been married for at least one year at the time of your death. If you divorce and remarry, you and your new Spouse must sign a waiver if you wish to designate someone other than your new Spouse as Beneficiary; otherwise, the spousal rights of your new Spouse will automatically go into effect after one year of marriage. A spousal waiver form is available from the Trust Fund Office.

***Q21. Can I assign the money in my Individual Account to another person or institution?***

No. Neither you nor any Beneficiary can assign Plan benefits under the laws that govern the Plan. However, your benefits may be subject to a Qualified Domestic Relations Order in accordance with state domestic relations law.

## ***Q22. What if I become divorced?***

If you become divorced, the benefits you earned while you were married **may** be divided as part of your divorce proceeding and under the terms of your marital settlement agreement. Dividing your benefits with a former Spouse requires a special court order referred to as a Qualified Domestic Relations Order (QDRO). If you have questions concerning your benefits and how your divorce may affect those benefits you should contact the Trust Fund Office and request the Plan's QDRO materials and procedures.

## ***Q23. What is a Qualified Domestic Relations Order?***

Under the Retirement Equity Act of 1984, a state court may require the Board of Trustees to honor certain domestic relations orders for the benefit of your Spouse, a former Spouse, or the support of your children or other dependents. There are certain legal requirements and restrictions that must be satisfied before a court order is determined to be "Qualified." The Trust Fund Office has procedures to be followed if this type of order is received. An order that meets the requirements outlined in the Retirement Equity Act is considered to be a "Qualified Domestic Relations Order" and the Trust Fund Office is required to comply with an order which may direct that a portion of your Individual Account be paid to an alternate payee; in other words, your Spouse, former Spouse, or other dependents. If you have any questions concerning this matter, contact the Trust Fund Office.

## ***Q24. What right does my former Spouse retain?***

Your former Spouse may retain his or her rights to the marital property share of your Individual Account, subject to a Qualified Domestic Relations Order received by the Trust Fund Office (refer to Questions 22 and 23).

## ***Q25. Will I have to pay taxes on the amount in my Individual Account?***

The amount credited to your Individual Account through Employer Contributions and earnings is not considered taxable income until you actually receive the money. The Trust Fund Office cannot provide tax advice regarding payment of your Individual Account. Therefore, it is important that you seek the advice of a tax professional before you decide how you want your Individual Account to be paid. There may be serious tax consequences, depending on the way you choose this payment to be made. The Trust Fund Office is required to report to the appropriate governmental tax agency any payments made to you, your Spouse, or your Beneficiary.

***Q26. What are some of the taxes that may be owed when I receive the money in my Individual Account?***

**Mandatory Withholding**

Under federal law, the Trust Fund Office is required to withhold 20% of the amount you receive from your Individual Account if paid directly to you or to your Spouse in one of the following forms:

- A lump sum
- Installments over a period of less than 10 years
- Death benefits

The amount withheld will be reported to the IRS and will count towards your total federal income tax obligation for the year in which your Individual Account is distributed. The Trust Fund Office has no obligation to withhold state income taxes, which are in addition to the 20% that is withheld and reported to the IRS.

This mandatory withholding may be avoided if you, your Spouse, or Beneficiary elect to have the amount in the Individual Account “rolled directly” into a qualified retirement plan. Although the Trust Fund Office can assist with the request for a direct rollover to a qualified retirement plan, it is up to that qualified retirement plan to decide whether or not the direct rollover will be accepted. Before requesting a direct rollover, you should confirm with the plan that is going to be receiving the account balance whether or not a direct rollover is permitted.

**Early Distribution Penalty**

Under the Tax Reform Act of 1986, a 10% penalty is assessed on early distributions from retirement plans. This penalty is in addition to any federal or state income tax you may owe. Unless you fulfill the requirements for the exceptions shown below, any lump sum payment of your Individual Account prior to your reaching age 59 ½ is subject to the 10% penalty.

The following examples of distributions made prior to age 59 ½ which are exempt from the early distribution penalty of 10% include:

- Payment in the form of a life annuity (including a joint-and-survivor annuity);
- Payment due to a Participant’s death or disability; or
- Payment used to pay medical expenses which are otherwise deductible under Internal Revenue Code §213.

As with all distributions from any retirement plan, you should consult a qualified tax advisor to make sure that you, your Spouse or Beneficiary comply with federal and state tax laws.

***Q27. Is the money in my Individual Account “guaranteed”?***

No. However, the Board of Trustees is the Plan’s “fiduciary” and has a duty to administer the assets of the Plan prudently and in the interest of you and all other Plan Participants. Neither the Board of Trustees, any Individual Employer, Union, Employee nor advisor to the Plan can “guarantee” that the Plan may not suffer losses.

***Q28. What will happen if the Annuity Plan is terminated?***

First, there is no intent to terminate the Annuity Plan; few retirement plans are ever terminated. However, future changes in the law or economic conditions could affect the ability of the Board to continue the Plan. If the Plan were to terminate, the balance of Plan assets, after expenses and payment of Individual Accounts previously approved will be distributed to Participants, with each Participant receiving a share of the remaining assets in proportion that his Individual Account bears to the total of all Participants’ Individual Accounts. None of the Plan’s assets may be returned to an Individual Employer, including the Union.

***Q29. Does the Annuity Plan have “break-in-service” rules that might cause me to lose the balance in my Individual Account if I stop working?***

No. Once you become a Participant and an Individual Account has been established for you, you are and will remain fully vested in your Individual Account. Your Individual Account will become payable when you satisfy the distribution requirements outlined in Question 10.

***Q30. What is the application procedure for the withdrawal of my Individual Account?***

An application for your Individual Account must be made in writing on a form provided by the Board of Trustees and must be filed with the Trust Fund Office before you are entitled to receive your Individual Account. Applications are available by contacting the Pension Department at the Trust Fund Office.

Your claim will be considered filed when the Trust Fund Office receives your application, regardless of whether all the information necessary to make a determination is submitted with your application. If the necessary information is not submitted with your application, the Trust Fund Office will notify you, in writing, of:

- Any missing items or questions that prevent the Trust Fund Office from making a decision on the distribution of your Individual Account; and

- The steps you need to take to complete the application process so a decision can be made.

Once all necessary information has been received, the Trust Fund Office will make a determination on your application for withdrawal.

***Q31. What is the procedure to follow if my application for the money in my Individual Account is denied?***

**Determination of Initial Claim**

An initial determination or decision will be made about your application within a reasonable period of time, but not longer than 90 calendar days after the Trust Fund Office receives your application and all necessary information.

If the Trust Fund Office determines that special circumstances require an extension of time for processing the application, the Trust Fund Office will notify you, in writing, prior to the expiration of the 90 days 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 first 90-day period.

If your application for benefits is not acted on within these time periods, you may proceed to the appeal procedures, as if your application for these benefits had been denied. (See ***Right to Appeal*** below.)

**Notice of Denial of Claim**

If the Plan denies your application for benefits, 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:

- All specific reasons for the denial;
- All specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary to complete your claim and an explanation of why this material or information is necessary;
- A description of the Plan's review procedures and 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.

**Right to Appeal**

If you apply for benefits and your claim for those benefits is denied, or if you believe that you did not receive the full amount of benefits to which you may be entitled, you have the right to



petition the Board of Trustees for reconsideration of this decision. Your petition for reconsideration must:

- Be in writing; and
- State in clear and concise terms the reasons for your disagreement with the decision of the Board of Trustees; and
- (May) include documents, records, and other information related to the claim for benefits; and
- Be filed by you or your authorized representative with the Trust Fund Office within 60 days after you receive the notice of denial. Failure to file an appeal within this time limit 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 of Trustees 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. You also have a right to present testimony before the Appeals Committee.

If you decide to not file an appeal of this decision, you may apply for your benefits at a later date by providing the Board with additional information that was not available at the time you made your initial application. If you have questions concerning your right to appeal the decision at a later date, you should contact the Trust Fund Office.

### **Review of Appeal**

A properly filed appeal will be reviewed by the Board of Trustees (or by a committee authorized to act on behalf of the Board of Trustees) at its next regularly scheduled quarterly meeting. If, however, 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 of Trustees 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 of Trustees will make its decision.

The Board of Trustees 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 of Trustees will not give more 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 while you are obtaining the required information.

**You will receive written notification of the benefit determination/decision on an appeal no later than 5 calendar days after the benefit determination is made.**

In the case of an adverse benefit determination on appeal, the written denial will include the reasons for the determination, including references to all 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 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 the written decision of the Board of Trustees on an appeal, there is no further right of appeal to the Board of Trustees 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 previous available to you at the time of the decision of the Board of Trustees.

### ***Q32. Are Plan documents available to Participants and Beneficiaries?***

Yes. Copies of the following documents are available for viewing at the Trust Fund Office during regular business hours:

- Trust Agreement;
- Plan Rules and Regulations and any Plan Amendments;
- Statements of assets and liabilities and income and expenses of the Plan;
- Annual Report (Form 5500);
- Summary Annual Report;
- Collective Bargaining Agreement.

Upon written request, these documents can be furnished by mail for a reasonable charge. If you are interested in receiving copies by mail, you should first ask the cost for copying and handling before requesting copies.

# Information Required by the Employee Retirement Income Security Act of 1974 (ERISA)

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- The Plan is administered and maintained by a Joint Board of Trustees at the following address:

Board of Trustees  
 Laborers Pension Trust Fund for Northern California – Annuity Plan  
 220 Campus Lane | Fairfield, California 94534-1498  
 707-864-2800 or toll-free 1-800-244-4530

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

- The Trust Fund Office will provide any Plan Participant or Beneficiary, upon written request, information as to whether a particular employer is contributing to this Plan for the work performed by Participants. Information about contributing employers and addresses for those employers can be obtained from the Trust Fund Office upon written request.
- The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 94-6277608. The Plan Number is 002.
- The Plan is a defined contribution money purchase plan.
- The person designated as agent for the service of legal process is:

Mr. Byron C. Loney, Secretary  
 Laborers Pension Trust Fund for Northern California – Annuity Plan  
 220 Campus Lane | Fairfield, California 94534-1498

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

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

EMPLOYEE TRUSTEES	EMPLOYER TRUSTEES
<p><b>Mr. Oscar De La Torre – Chairman</b>            Nor. CA District Council of Laborers            4780 Chabot Drive, Suite 200            Pleasanton, CA 94588</p> <p><b>Mr. Doyle Radford</b>            Laborers Local Union No. 185            1320 West National Drive            Sacramento, CA 95834</p> <p><b>Mr. David Gorgas</b>            Laborers Local Union No. 1130            P.O. Box 3448            Modesto, CA 95353</p> <p><b>Mr. Ramon Hernandez</b>            Laborers Local Union No. 261            3271 18<sup>th</sup> Street            San Francisco, CA 94110</p> <p><b>Mr. Fernando Estrada</b>            Laborers Local Union No. 304            29475 Mission Boulevard            Hayward, CA 94544</p>	<p><b>Mr. Bill Koponen – Co-Chairman</b>            Syblon Reid            1130 Sibley Street            Folsom, CA 95630</p> <p><b>Mr. Robert Chrisp</b>            Chrisp Company            43650 Osgood Road            Fremont, CA 94539</p> <p><b>Mr. Jerry Overaa</b>            C. Overaa &amp; Company            200 Parr Boulevard            Richmond, CA 94801</p> <p><b>Mr. Brian Gardner</b>            Kiewit Infrastructure West Co.            4650 Business Center Drive            Fairfield, CA 94534</p> <p><b>Mr. James Troup</b>            Monterey Mechanical Co.            8275 San Leandro Street            Oakland, CA 94621</p>

7. This Plan is maintained in accordance with the Collective Bargaining Agreement between various employers and the Northern California District Council of Laborers affiliated with the Laborers' International Union of North America, AFL-CIO. The Collective Bargaining Agreement provides for contributions by employers to the Trust Fund at fixed rates per hour. The Collective Bargaining Agreement is available for inspection at the Trust Fund Office during regular business hours and, upon written request, will be furnished by mail. A copy of the Collective Bargaining Agreement, which provides for contributions to this Fund, will be available for inspection within 10 calendar days after 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 requirements with respect to eligibility for participation and benefits are shown in Section 1.13 and Article II 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 or print a copy on the Trust Funds' website at [www.norcalaborers.org](http://www.norcalaborers.org).
9. The end of the year for purposes of maintaining the Fund's fiscal records is May 31.
10. The Board of Trustees may amend, modify or terminate the Plan pursuant to its authority under Article VIII of the Plan Rules and Regulations. No amendment or modification may reduce any benefits which have been approved for payment prior to that amendment, so long as sufficient funds are available to provide those benefits.

Upon termination, the assets remaining after providing for Plan expenses and payment of any Accumulated Shares already approved, will be distributed among the Plan Participants. In no event, will termination of the Plan or Trust Agreement result in any Plan assets being returned to any Individual Employer, or the Union.

# Statement of Rights under the Employee Retirement Income Security Act of 1974 (ERISA)

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As a Participant in the Laborers Annuity Plan for Northern California, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants have the following rights:

## 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 Plan documents governing the Plan. These documents include insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include 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.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request 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, once you have exhausted the appeals process described in Q31 (pages 12-14). In addition, if you disagree with the Plan's decision or lack 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 (EBSA), U.S. Department of Labor, listed in your telephone directory. Alternatively, you may obtain assistance by calling EBSA toll-free at 1-866-444-EBSA (3272) or writing to the following address:

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 obtain certain publications about your rights and responsibilities under ERISA by calling the publications hot line of EBSA. For copies of publications, contact the EBSA brochure request line at 1-800-998-7542 or contact the EBSA field office nearest you.

**You may also find answers to your plan questions and a list of EBSA field offices at the EBSA website [www.dol.gov/ebsa](http://www.dol.gov/ebsa).**