LABORERS
PENSION TRUST FUND
FOR NORTHERN CALIFORNIA

PENSION PLAN

Summary Plan Description

December 1, 2016

For the complete Laborers Pension Plan Rules and Regulations, visit our website at www.norcalaborers.org

LABORERS PENSION TRUST FUND
FOR NORTHERN CALIFORNIA

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Laborers Pension Trust Fund for Northern California

To all Participants covered by the Laborers 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. 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.

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 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 707-864-2800 or toll-free at 800-244-4530, Monday through Friday, between 8:00 AM and 5:00 PM. You can also email any questions to *customerservice@norcalaborers.org*.

Sincerely,

Board of Trustees

Important Information about Your Plan

- This SPD is only a summary of the Plan's benefits. The SPD 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 and print the Plan Rules and Regulations from the Trust Funds' website at www.norcalaborers.org.

- Only the full Board of Trustees is authorized to resolve any questions in the interpretation of the Pension 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 an agent 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 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 apply, and vice versa.

The Pension Plan Trust Agreement

The Trust Agreement provides that Individual Employers are not required to make any additional payments or Contributions to the cost of the operation of the Fund or of the Plan, except as may be provided in the 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.

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*.

Pension Plan Terms

The following terms are frequently used in explaining your Pension Plan. For a more complete list of terms, refer to Article I of the Pension Plan Rules and Regulations.

Annuity Starting Date	Means the date as of which a pension benefit is calculated. It will be the **later of:** 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. You may choose #1 if you waive the 30-day requirement in #2.
Benefit Units	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 August 1, 1986. Beginning August 1, 1986, pension amounts are based on a percentage of **eligible** contributions payable on behalf of an Employee. Benefit Units continue to be recognized by the Plan toward eligibility for a Service Pension.
Continuous Non-Covered Employment	Means employment **after June 1, 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. 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.
Covered Employment	Means employment as an Employee for an Individual Employer who contributes or who is required to contribute to this Pension Plan.
Credited Service	Generally, **Credited Service** is based on the hours of work in Covered Employment, and after June 1, 1976 in Continuous Non-Covered Employment, and is recognized by the Plan toward eligibility for a pension.
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 other employees covered under a Subscriber's Agreement in

	accordance with Board regulations. The Plan does not include any self-employed person, whether a sole proprietor or partner.
Normal Retirement Age	Means age 65 or, if later, the age of the Participant on the fifth anniversary of his participation, disregarding participation before June 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 500 hours (or 435 hours for Plan Credit Years before August 1, 2013) in Covered Employment. The 500 hours may be satisfied with Continuous Non-Covered Employment after January 31, 1976.
Participant	The term **Participant** describes an Employee who becomes a Participant in the Pension Plan on August 1 or February 1 following a 12-consecutive-month period during which that Employee works at least 500 hours (or 435 hours for Plan Credit Years before August 1, 2013) in Covered Employment, or after June 1, 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. An individual who has lost his participant status may regain participant status by working at least 500 hours within a Plan Credit Year (or 435 hours for Plan Credit Years before August 1, 2013) in Covered Employment or, after June 1, 1976, in Continuous Non-Covered Employment.
Plan Credit Year	Means the period from August 1 of any year through July 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	Means that an Employee has not worked at least 500 hours in Covered Employment (or 435 hours for Plan Credit Years before August 1, 2013) 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 eligible for a future retirement benefit from the Plan at Normal Retirement Age. A Participant may retire earlier than Normal Retirement if he 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 500 hours (or 435 hours for Plan Credit Years before August 1, 2013) 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 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 pages 14-15), unless you are a Pensioner or a Vested Participant as described in the Vested Status section on page 13.

If your participation is terminated, you will again become a Participant by completing at least 500 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 starts on page 10.

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 on or after June 1, 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 laborer 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 during different time periods. 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 available under the Plan.

Credited Past Service – Before August 1, 1962

You may be eligible 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 between August 1, 1937 and August 1, 1962:

1. At a job included under the Collective Bargaining Agreement with the Northern California District Council of Laborers or any of its affiliated local unions; **or**
2. For a Contributing Employer, or in a Bargaining Unit included for coverage under this Plan prior to June 30, 1967; **or**
3. For a local union or the District Council in a position included under the Plan.

One quarter of one year of Credited Past Service is granted for each 250 hours of employment in any Plan Credit Year in which you failed to work at least 1,000 hours.

The Board of Trustees may accept records of union membership, W-2 forms, check stubs, statements from an employer, or statements from the Social Security Administration as evidence of employment.

You will also receive Credited Past Service for military service during the period you retained re-employment rights under federal law. To receive Credited Past Service for military service, you must have been employed in the 46 Northern California Counties immediately before entering the service in work for which Credited Past Service is granted and you must have made yourself available for work in the 46 Northern California Counties within 90 days after your release from active duty, or within 90 days after recovering from a disability which continued after your release from active duty.

If you need more information about work hours before August 1, 1962, contact the Trust Fund Office.

Credited Future Service – August 1, 1962 through July 31, 1975

You earn Credited **Future** Service for hours worked in Covered Employment from August 1, 1962 through July 31, 1975, according to the following schedule:

Hours Worked in Plan Credit Year	Credited Future Service
Less than 250 hours	None
250 to 499 hours	.25
500 to 749 hours	.50
750 to 869 hours	.75
870 hours or more	One Year

Credited Future Service – August 1, 1975 through July 31, 2013

You earn Credited **Future** Service for hours worked in Covered Employment from August 1, 1975 through July 31, 2013, according to the following schedule:

Hours Worked in Plan Credit Year	Credited Future Service
Less than 435 hours	None
435 to 652 hours	.50
653 to 869 hours	.75
870 hours or more	One Year

Credited Future Service – Beginning August 1, 2013

You earn Credited **Future** Service for hours worked in Covered Employment beginning August 1, 2013, according to the following schedule:

Hours Worked in Plan Credit Year	Credited Future Service
Less than 500 hours	None
500 to 652 hours	.50
653 to 869 hours	.75
870 hours or more	One Year

Continuous Non-Covered Employment Beginning June 1, 1976

What Is Continuous Non-Covered Employment?

When you work as a laborer 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 500 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.

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

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 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. 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 June 1, 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**.
- You must move **directly** (no resignation, discharge, quit, or other termination) from non-covered employment to Covered Employment **with the same Contributing Employer**.
- 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 August 1, 1962.
- The amount of your pension is based, in part, on the number of Benefit Units earned prior to August 1, 1986, if applicable.
- On and after August 1, 1986, 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 August 1, 1986 and are used to determine eligibility for a Service Pension.

Benefit Units – Before August 1, 1962

One Benefit Unit is earned for each Year of Credited Past Service. If you earned a Year of Credited Past Service before August 1, 1962, you also earned one Benefit Unit, including fractions.

If you need more information about Benefit Units before August 1, 1962, contact the Trust Fund Office.

Benefit Units – August 1, 1962 through July 31, 1975

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 250 hours	None
250 to 499 hours	.25
500 to 749 hours	.50
750 to 999 hours	.75
1,000 hours or more	1.00

Benefit Units – August 1, 1975 through July 31, 1980

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 500 hours	None
500 to 599 hours	.50
600 to 699 hours	.60
700 to 799 hours	.70
800 to 899 hours	.80
900 to 999 hours	.90
1,000 hours or more	1.00

If you earn a Year of Credited Service in a Plan Credit Year after July 31, 1975, but work less than 500 hours in Covered Employment, you will be credited with a portion of a full Benefit Unit based on the ratio that your hours worked be to 2,000 hours.

Benefit Units – August 1, 1980 through July 31, 1986

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 500 hours	None
500 to 599 hours	.50
600 to 699 hours	.60
700 to 799 hours	.70
800 to 899 hours	.80
900 to 999 hours	.90
1,000 to 1,749 hours	1.00
1,750 hours or more*	1.50

Note: If you worked 1,750 hour or more in a Plan Credit Year between 1980 and 1986 and retired on or after January 1, 1987, you will receive an additional .50 Benefit Unit at retirement towards the **amount** of your monthly pension benefit. The additional .50 Benefit Unit earned between 1980 and 1986 cannot be used to qualify for a Service Pension because a Service Pension only permits one Benefit Unit per Plan Credit Year.

Benefit Units – Beginning August 1, 1986

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 500 hours	None
500 to 599 hours	.50
600 to 699 hours	.60
700 to 799 hours	.70
800 to 899 hours	.80
900 to 999 hours	.90
1,000 hours or more	1.00

Once you achieve Vested status, you are eligible for a retirement 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 June 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.norcalaborers.org.

Vested Status – Between June 1, 1976 and January 1, 1997

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 May 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 May 1, 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 – After January 1, 1997

If you are a **Participant** who has worked at least one hour in **Covered Employment** after January 1, 1997, 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.

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.

Important: Unless you are vested, 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 500 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 5 of this SPD.

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**.

Break in Service – From August 1, 1962 through July 31, 1975

You incur a Permanent Break in Service from your Contribution Date through July 31, 1975 if, before you achieve Vested status, you did not earn one quarter (.25) of Credited Future Service in either one of 2 consecutive Plan Credit Years. To earn one quarter (.25) of Credited Future Service, you must have worked at least 250 hours.

Grace Periods – From August 1, 1962 through July 31, 1975

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** August 1, 1975 for any of the following reasons:

1. Totally disabled for work as a laborer
2. Employment as a supervisor for a Contributing Employer (including joint ventures in which the Contributing Employer participates)
3. Employment as an officer or full-time employee with a labor organization that is not a Contributing Employer to this Plan

One-Year Break in Service – From August 1, 1975 through July 31, 1985

Beginning August 1, 1975, a One-Year Break in Service occurs if you do not work at least **435 hours** in Covered Employment (including hours on or after June 1, 1976 in Continuous Non-Covered Employment) **during a Plan Credit Year**. A Break in Service can be temporary or permanent, depending on how many years of Credited Service you have. A Break in Service becomes permanent if you have the greater of (1) two consecutive One-Year Breaks in Service, or (2) the number of consecutive One-Year Breaks in Service equals or exceeds the number of full Years of Credit Service previously accumulated.

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	400 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	350 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.

A One-Year Break in Service (less than 435 hours of work in Covered Employment, or after May 31, 1976 including hours in Continuous Non-Covered Employment in a Plan Credit Year) can be repaired **as long as the Break in Service is not permanent**. All previous **One-Year Breaks in Service** are disregarded after a Plan Credit Year in which you work at least 435 hours in Covered Employment, or after May 31, 1976, including hours in Continuous Non-Covered Employment.

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.

Break in Service – After July 31, 1985

After July 31, 1985, you incur a Permanent Break in Service if you have **5 consecutive One-Year Breaks in Service.**

Example:

Plan Credit Year (PCY)	Hours Worked	Credited Service
08/01/07-07/31/**08** - **2008** PCY	1,300 hours	1 Year of Credited Service
08/01/08-07/31/**09** - **2009** PCY	1,500 hours	1 Year of Credited Service, total 2 Years of Credited Service
08/01/09-07/31/**10** - **2010** PCY	250 hours	One-Year Break in Service - 1 Plan Credit Year
08/01/10-07/31/**11** - **2011** PCY	-0- hours	One-Year Break in Service - 2 Plan Credit Years
08/01/11-07/31/**12** - **2012** PCY	-0- hours	One-Year Break in Service - 3 Plan Credit Years
08/01/12-07/31/**13** - **2013** PCY	275 hours	One-Year Break in Service - 4 Plan Credit Years
08/01/13-07/31/**14** - **2014** PCY	450 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 435 hours (minimum of 500 hours for the Plan Credit Year beginning August 1, 2013) in Covered Employment, or 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 2014 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 435 hours within a Plan Credit Year (or at least 500 hours for the Plan Credit Year beginning August 1, 2013) 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 435 hours (or 500 hours for Plan Credit Years beginning on or after August 1, 2013) 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 July 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 July 31, 1985** because:

1. You were totally disabled for work as a laborer; 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 500 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 60 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.

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 you received. You will be asked to submit copies of these records as proof of receipt when applying for Disability Hour Credit.

Disability credit is granted as follows:

Beginning August 1, 1962, if you are a Participant and absent from Covered Employment due to a disability, you will be granted hours of disability credit toward Credited Service and Benefit Units for the period you receive temporary SDI or temporary workers compensation disability.

For periods of disability **on and after August 1, 1962,** 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 (before August 1, 2003, Disability Hour Credit was only granted for the first 26 weeks of disability). You will be granted Disability Hour Credit for those periods that constitute a valid waiting period.

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.norcalaborers.org.

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. You must also 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:

Prior to December 12, 1994

If you are a Participant, you will receive Credited Future Service, Benefit Units and benefit accruals for military service during the period you retained re-employment rights under federal law. To receive Credited Future Service, Benefit Units and benefit accruals for military service, you must have been employed in the 46 Northern California Counties immediately before entering military service in work for which Credited Future Service and Benefit Units are granted. You must also have made yourself available for work in the 46 Northern California Counties within 90 days after your release from active duty, or within 90 days after recovering from a disability which continued after your release from active duty.

Credited Future Service, Benefit Units and benefit accruals are determined by calculating the average number of hours you worked per week during the 5 year period (or less) immediately preceding entering the military.

On or 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 Qualified 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 500 hours in **Covered Employment** (or 435 hours for Plan Credit Years beginning prior to August 1, 2013) 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 Qualified Military Service section on page 18 of the SPD or contact the Trust Fund Office for more information.

Exception: If you are absent due to disability, you may be eligible to receive a Disability Hour Credit that may help prevent a Separation from Covered Employment. Refer to the Disability Hour Credit section on page 17 of the SPD or contact the Trust Fund Office for more information.

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

Plan Credit Year	Hours Worked	Credited Future Service	Benefit Units
08/01/03-07/31/**04** - **2004** Plan Credit Year	1,400	One Year	One Year
08/01/04-07/31/**05** - **2005** Plan Credit Year	1,200	One Year	One Year
08/01/08-07/31/**06** - **2006** Plan Credit Year	1,240	One Year	One Year
08/01/06-07/31/**07** - **2007** Plan Credit Year	1,200	One Year	One Year
08/01/07-07/31/**08** - **2008** Plan Credit Year	870	One Year (**Vested**)	.80
08/01/08-07/31/**09** - **2009** Plan Credit Year	1,200	One Year	One Year
08/01/09-07/31/**10** - **2010** Plan Credit Year	1,250	One Year	One Year
08/01/10-07/31/**11** - **2011** Plan Credit Year	1,476	One Year	One Year
08/01/11-07/31/**12** - **2012** Plan Credit Year	275	None	None
08/01/12-07/31/**13** - **2013** Plan Credit Year	200	None (**Separation** 07/31/13)	None

In the example, the Employee achieved Vested status in the 2008 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: Your 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 435 hours in both the 2012 and 2013 Plan Credit Years. Even though the Participant achieved Vested status in the 2008 Plan Credit Year, he experienced a Separation from Covered Employment on July 31, 2013 because of the 2 consecutive Plan Credit Years where he did not earn at least 435 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 is payable by the Plan on the date of the Separation. In the example, the Separation occurred July 31, 2013; the accrued pension benefit is "**frozen**" as of that date. If there is any increase to pension benefits 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.

The following pages contain examples of various types of pensions available under the Plan. Remember, you must be **Vested** and you must meet the minimum age and service requirements for any type of pension.

Note: The actual amount of your pension and the conditions that apply may be different from the examples that follow.

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 500 hours in Covered Employment since August 1962.

Pension Amount

The monthly amount of the Regular Pension effective on and after July 1, 2005 depends on:

- Whether you incurred a Separation from Covered Employment;
- The number of Benefit Units earned **before August 1, 1986**;
- The amount payable for each Benefit Unit earned for Covered Employment **before August 1, 1986**;
- The amount of **eligible contributions** made or required to be made, within a Plan Credit Year, for work in **Covered Employment** on and after August 1, 1986;
- 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, 2005 is the sum of:

- $95.00 for each Benefit Unit (or a portion for fractions) earned before August 1, 1986 if applicable, **plus**
- 3.30% of contributions made or required to be made for work performed in Covered Employment on and after August 1, 1986 and before August 1, 2003**, provided you work a minimum of 500 hours within a Plan Credit Year, plus**
- **2.30% of contributions made or required to be made for work performed in Covered Employment after July 31, 2003 and before July 1, 2005, provided you work a minimum of 500 hours within a Plan Credit Year, plus**
- **2.30% of the first $2.16 per hour in contributions made or required to be made for work performed in Covered Employment on and after July 1, 2005, provided you work a minimum of 500 hours within a Plan Credit Year, plus**
- any supplemental benefit, ***if applicable***.

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.

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 **August 1, 2013**, assuming continuous employment from August 1, 2008 through July 31, 2013 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
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
Total Years of Credited Service		**5**		
			Monthly amount of Regular Pension	$ 347.75
			Supplemental benefit, if applicable	$ 50.00
			Total	$ 397.75
			Rounded	**$ 398.00**

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 500 hours in Covered Employment since August 1962.

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 **¼ of 1%** for each month you are younger than age 65.

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.

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

Age at Retirement	Number of Months from Age 65	Reduction Factor
55	120 months	30%
56	108 months	27%
57	96 months	24%
58	84 months	21%
59	72 months	18%
60	60 months	15%
61	48 months	12%
62	36 months	9%
63	24 months	6%
64	12 months	3%

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.

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 30% reduction from the Regular Pension amount

(120 months x .025 (¼ of 1%) = 30% reduction). The individual at age 59 is 72 months younger than age 65 resulting in an 18% reduction (72 months x .025 (¼ of 1%) = 18% reduction).

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

- At the end of the second Plan Credit Year where you have worked less than 435 hours (500 hours for Plan Credit Years beginning on and after August 1, 2013) 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 before you can enroll in the retiree plan. Refer to the Health and Welfare Retired Plan Rules and Regulations, Article 2 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 on the Funds' website at www.norcalaborers.org.

Example of Early Retirement Pension, August 1, 2013, age 55 – 30% reduction

Plan Credit Year	Amount of Contributions	Credited Service	Crediting Factor	Monthly Amount of Pension
08/01/03-07/31/04 - **2004** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/04-07/31/05 - **2005** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/05-07/31/06 - **2006** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/06-07/31/07 - **2007** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/07-07/31/08 - **2008** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
Total Years of Credited Service		10		
			Unreduced total	$ 695.50
			Reduction factor 30%	$ (208.65)
			Subtotal	$ 486.85
			Supplemental benefit, if applicable	$ 50.00
			Total	$ 536.85
			Rounded	**$ 537.00**

Example of Early Retirement Pension, August 1, 2013, age 59 – 18% reduction

Plan Credit Year	**Amount of Contributions**	**Credited Service**	**Crediting Factor**	**Monthly Amount of Pension**
08/01/03-07/31/04 - **2004** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/04-07/31/05 - **2005** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/05-07/31/06 - **2006** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/06-07/31/07 - **2007** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/07-07/31/08 - **2008** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
Total Years of Credited Service		10		
			Unreduced total	$ 695.50
			Reduction factor 18%	$ (125.19)
			Subtotal	$ 570.31
			Supplemental benefit, if applicable	$ 50.00
			Total	$ 620.31
			Rounded	**$ 620.50**

Eligibility

You may qualify 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 2 quarters of Credited Service in the Plan Credit Year in which you became totally disabled or in the 2 consecutive Plan Credit Years immediately prior to 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 become 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 (1) you are unable to perform work as a laborer 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 depends 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. When you file an application and provide other documents relating to your disability may affect when your Disability Pension becomes effective.

You have a Social Security Disability Notice of Award

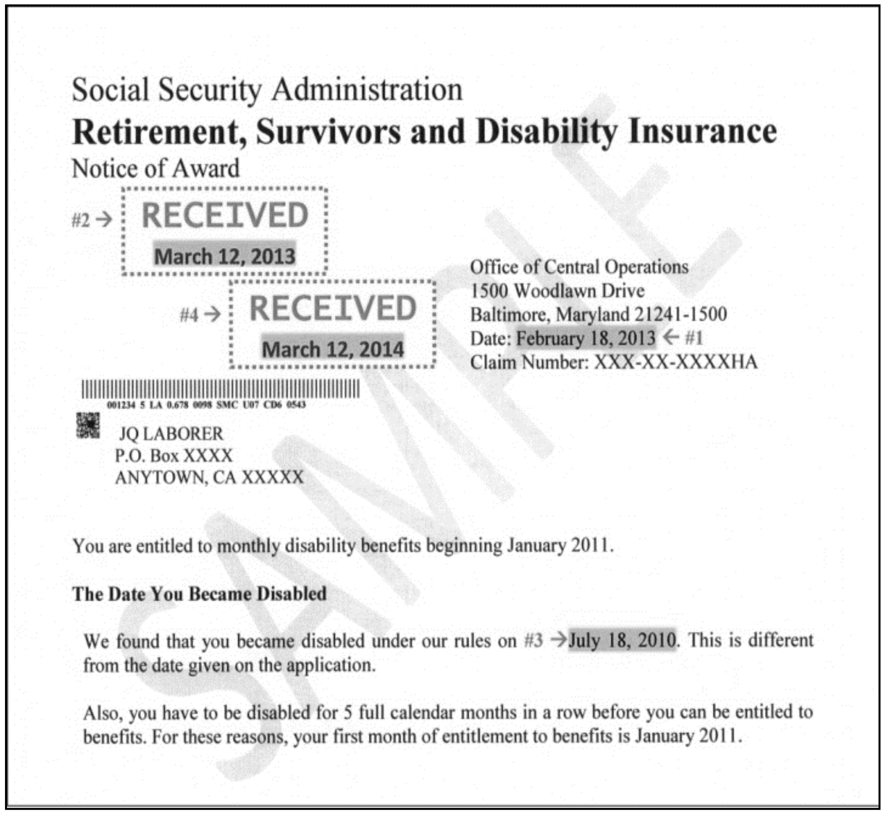
Your Social Security Disability Notice of Award will indicate the date on which Social Security has determined you to be totally disabled. If you file both your application for a Disability Pension and a copy of your Notice of Award within 12 months of the date of your Notice of Award, your Disability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

Effective June 1, 2015, however, if a Participant is diagnosed with a terminal medical condition and is in a hospice program, the 6-month waiting period will be waived.

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 are 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 on page 28 and Example 2 below.



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

JQ LABORER
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.

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:

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 are 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 lost 38 months of pension payments because of the delay in submitting your application.

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 - September 2012	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).
September 9, 2012	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.

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 - September 2012	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 back 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 most recent 30 Benefit Units you earned. **Your Disability Pension amount will never be less than 70% of a Regular Pension (an Early Retirement amount at age 55)**.

A Disability Pension is payable for as long as you remain 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 receiving a Disability Pension, once you reach age 65, your Disability 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 for 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 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 benefits or the Plan may need to recover any overpayment of benefits from you.

Service Pension

Eligibility

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

1. If you are younger than age 65, but older than:
   - age 55 if you became a Participant on or after August 1, 2013, but prior to August 1, 2015; **or**
   - age 60 if you became a Participant on or after August 1, 2015; **and**
2. You have at least 25 Benefit Units (not counting any Benefit Units lost due to a Permanent Break in Service and no more than one Benefit Unit per Plan Credit Year will be counted for this purpose); **and**
3. You have worked at least 500 hours in Covered Employment since August 1962.

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** while within the required age range, not counting any Benefit Units lost due to a Permanent Break in Service. Assume a retirement date of August 1, 2015 with 1,400 hours worked in each Plan Credit Year.

Plan Credit Year	Amount of Contributions	Benefit Units	Crediting Factor	Monthly Amount of Pension
08/01/90-07/31/91 - **1991** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/91-07/31/92 - **1992** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/92-07/31/93 - **1993** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/93-07/31/94 - **1994** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/94-07/31/95 - **1995** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/95-07/31/96 - **1996** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/96-07/31/97 - **1997** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/97-07/31/98 - **1998** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/98-07/31/99 - **1999** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/99-07/31/00 - **2000** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/00-07/31/01 - **2001** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/01-07/31/02 - **2002** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/02-07/31/03 - **2003** Plan Credit Year	$3,024.00	1	3.30%	$ 99.79
08/01/03-07/31/04 - **2004** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/04-07/31/05 - **2005** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/05-07/31/06 - **2006** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/06-07/31/07 - **2007** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/07-07/31/08 - **2008** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55

08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/13-07/31/14 - **2014** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
08/01/14-07/31/15 - **2015** Plan Credit Year	$3,024.00	1	2.30%	$ 69.55
Total Benefit Units		25		

Monthly amount of Regular Pension	$ 2,192.35
Supplemental benefit, if applicable	$ 50.00
Total	$ 2,242.35
Rounded	**$ 2,242.50**

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 500 hours in Covered Employment since August 1962.

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 $22.00 for each Benefit Unit earned prior to August 1, 1986.

If you have worked under the Northern California Laborers 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 Reciprocal Pension allows the Plan to take your service under a Related Plan into account to determine whether you qualify for a pension.

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

Eligibility for a Reciprocal Pension

When you retire, you are eligible for a Reciprocal 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; and
2. You have (a) at least one year of Northern California Credited Service and one year of Related Credit under each of the Related Plans whose Related Credit is needed to qualify for a Reciprocal Pension, or (b) worked at least 500 hours on or after August 1, 1962 for which contributions are required to be made to this or a Related Plan under a collective bargaining agreement; and
3. If you are applying for a Disability Pension under this Plan, you are deemed to be sufficiently disabled so as to meet the disability requirements for a Disability Pension in each of the Related Plans whose Related Credit is needed to qualify for a Reciprocal Disability Pension; and
4. If age is a requirement for the type of pension for which you are applying, you meet the minimum age requirement for a pension under each of the Related Plans whose Related Credit is needed to qualify for a Reciprocal Pension.

Related Hours will be considered in determining whether you have incurred a Permanent 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.

Pension Amount

A Reciprocal Pension is calculated the same way as the Regular, Early Retirement, Service, Disability or Deferred Vested Pension, depending on the type of Reciprocal Pension for which you are eligible. A monthly supplemental benefit of $50.00 is added to the pension amount, **provided that the larger portion of Combined Credited Service is Northern California Credited Service.**

Only Northern California Benefit Units and Contributions apply in determining **the amount** of a Reciprocal Pension under this Plan. Recognized Related Plans may also pay Reciprocal 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 Reciprocal Pension is determined for an Employee retiring on August 1, 2013 at age 55 with 9 Years of Credited Service in Northern California and 6 Years in a Related Plan:

Example of Reciprocal Pension at age 55 with 15 Years of Combined Credited Service

Plan	Plan Credit Year	Hours	Years	% Factor	Contributions	Amount
Related Plan	1999		1			
Related Plan	2000		1			
Related Plan	2001		1			
Related Plan	2002		1			
Related Plan	2003		1			
Related Plan	2004		1			
No. California	2005	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2006	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2007	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2008	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2009	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2010	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2011	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2012	1,400	1	2.30%	$3,024.00	$ 69.55
No. California	2013	1,400	1	2.30%	$3,024.00	$ 69.55
Combined Years			15			

Northern California Pension	$625.95
Reduction factor (for Early Retirement) 30%	($187.79)
Supplemental benefit	$ 50.00
Total	$488.17
Northern California Pension rounded	**$488.50**

In the previous example, the Employee is eligible for a supplemental benefit (see Adjustment to Pension on page 38) because the major portion of his Combined Credited Service is Northern California Service.

Without the Reciprocal Pension, the Employee in this example might not otherwise have been eligible for a pension from this Plan or a Related Plan. His 9 Years of Credited Service in Northern California combined with his 6 Years in the recognized Related Plan provides a Combined Credited Service of 15 Years, sufficient for a Pension at age 55. As a result, the Employee in this example would be eligible to receive a monthly Reciprocal Pension of $488.50 from this Plan, plus he may be eligible for a monthly Reciprocal Pension from the Related Plan.

Adjustment to Pension

In addition to your accrued pension benefit, the Board has approved payment of a **supplemental benefit** (Adjustment to Pension) of $50.00 per month. This supplemental benefit is provided to Pensioners or Beneficiaries receiving a Regular, Early Retirement, Service or Disability Pension. If you are receiving a **Reciprocal Pension**, in order to be eligible for the supplemental benefit, the majority of your Combined Credited Service must be Northern California Credited Service. If you are receiving a **Deferred Vested Pension**, in order to be eligible for the supplemental benefit, you must have worked at least 2,000 hours for one or more Contributing Employers within the 48-month period immediately preceding your Annuity Starting Date.

Employees Previously Covered by the Laborers Rock, Sand and Gravel Pension Trust Fund

On January 1, 1979, the Laborers Rock, Sand and Gravel Pension Trust Fund merged with the Laborers Pension Trust Fund. Employees who participated in the Rock, Sand and Gravel Plan are eligible to receive Credited Service, Benefit Units and accrued benefits under this Plan for employment previously covered by the Rock, Sand and Gravel Plan.

If you are a former Rock, Sand and Gravel Participant and do not have a copy of the Laborers Rock, Sand and Gravel Pension Trust Fund booklet, you should request a copy from the Trust Fund Office. Your rights to Credited Service, Benefit Units and benefit amounts earned for work before January 1, 1979 are determined under the rules of the Rock, Sand and Gravel Plan and you should have a copy of that booklet for your reference.

If you have questions about your pension rights under the merger of these Laborers Pension Funds, contact the Trust Fund Office.

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 benefits through that re-employment, you will have a separate Annuity Starting Date **for the additional benefit(s)**. You also have the option of selecting a different payment form for the additional benefits earned. There will be no change, however, to the payment form of the pension benefit you elected prior to earning additional benefit.

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 requested.

To avoid the postponement of your Annuity Starting Date, you may 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.

- Your right to elect to waive the standard 50% Joint-and-Survivor Pension.

- The right of your Spouse to consent to your election to waive the standard 50% Joint-and-Survivor Pension.

- Your right to change your election prior to receipt of your first pension payment.

- 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.

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 88% 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 88% factor is **decreased by .4%** for each full year your Spouse is **younger** than you.
  - If your Spouse is **older**, the 88% factor is **increased by .4%** for each full year your Spouse is **older** than you, not to exceed the maximum factor of 99%.

Regular Pension at age 65 or older with 5 Years of Credited Service – 50% Joint-and-Survivor Pension

The following is an example of how a Regular Pension (age 65 or older) is calculated for a pension effective **August 1, 2013**, under the standard 50% Joint-and-Survivor Pension payment form, assuming continuous employment from August 1, 2008 through July 31, 2013, you worked 1,400 hours per Plan Credit Year, and both you and your spouse are the same age. 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
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
Total Years of Credited Service		**5**		
			Monthly amount of Regular Pension	$ 347.75
			Supplemental benefit, if applicable	$ 50.00
			Basic benefit total	$ 397.75
			Reduction factor 88%	$ (47.73)
			Pension amount	$ 350.02
			Pension total rounded	**$ 350.50**
			Surviving Spouse amount	$ 175.01
			Surviving Spouse total rounded	**$175.50**

Optional 75% Joint-and-Survivor Pension

Upon your death, you may wish to provide your Spouse with a survivor pension that is more than 50% of your pension amount. 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 83.5% 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 83.5% factor is **decreased by .5%** for each full year your Spouse is **younger** than you.
  - If your Spouse is **older**, the 83.5% factor is **increased by .5%** for each full year your Spouse is **older** than you, not to exceed the maximum factor of 99%.

Regular Pension at age 65 or older with 5 Years of Credited Service – 75% Joint-and-Survivor Pension

The following is an example of how a Regular Pension (age 65 or older) is calculated for a pension effective **August 1, 2013**, under the optional 75% Joint-and-Survivor Pension payment form, assuming continuous employment from August 1, 2008 through July 31, 2013, you worked 1,400 hours per Plan Credit Year, and both you and your spouse are the same age. 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
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
Total Years of Credited Service		**5**		
			Monthly amount of Regular Pension	$ 347.75
			Supplemental benefit, if applicable	$ 50.00
			Basic benefit total	$ 397.75
			Reduction factor 83.5%	$ (65.63)
			Pension amount	$ 332.12
			Pension total rounded	**$ 332.50**
			Surviving Spouse amount	$ 249.09
			Surviving Spouse total rounded	**$ 249.50**

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 79% 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 79% factor is **decreased by .6%** for each full year that your Spouse is **younger** than you.
  - If your Spouse is **older**, the 79% factor is **increased by .6%** for each full year your Spouse is **older** than you, not to exceed the maximum factor of 99%.

Regular Pension at age 65 or older with 5 Years of Credited Service – 100% Joint-and-Survivor Pension

The following is an example of how a Regular Pension (age 65 or older) is calculated for a pension effective **August 1, 2013**, under the optional 100% Joint-and-Survivor Pension payment form, assuming continuous employment from August 1, 2008 through July 31, 2013, you worked 1,400 hours per Plan Credit Year, and both you and your spouse are the same age. 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
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
Total Years of Credited Service		**5**		

Monthly amount of Regular Pension	$ 347.75
Supplemental benefit, if applicable	$ 50.00
Basic benefit total	$ 397.75
Reduction factor 79%	$ (83.53)
Pension amount	$ 314.22
Pension total rounded	**$ 314.50**
Surviving Spouse amount	$ 314.22
Surviving Spouse total rounded	**$ 314.50**

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 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 retirement or death.

Joint-and-Survivor Pensions for 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.

"Pop-Up" Feature

Effective for retirements on or after October 1, 1998: 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.

Regular Pension at age 65 or older with 5 Years of Credited Service – 50% Joint-and-Survivor Pension – "Pop-Up" Feature

The following is an example of how a Regular Pension (age 65 or older) is calculated for a pension effective **August 1, 2013**, under the standard 50% Joint-and-Survivor (J&S) Pension payment form, assuming continuous employment from August 1, 2008 through July 31, 2013, you worked 1,400 hours per Plan Credit Year, and both you and your spouse are the same age. Five Years of Credited Service are being used for the purpose of this example. According to the following example, you will receive $350.50 under the 50% Joint-and-Survivor Pension after the 88% reduction factor. If your spouse dies before you, you will receive the "pop-up" amount--$398.00—the month following her death.

Plan Credit Year	Amount of Contributions	Credited Service	Crediting Factor	Monthly Amount of Pension
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
Total Years of Credited Service		**5**		

Monthly amount of Regular Pension	$ 347.75
Supplemental benefit, if applicable	$ 50.00
Total	$ 397.75
Rounded ("Pop-Up" amount)	**$ 398.00**
50% J&S Reduction factor 88%	$ (47.73)
50% J&S Pension total	$ 350.02
50% J&S Pension total rounded	$ 350.50

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

Single-Life Pension

If you are single, or if you are married but elect to waive all of the Joint-and-Survivor Pension options, you may elect to receive monthly pension payments for as long as you live with no further benefits payable by the Plan following your death. In order to waive all Joint-and-Survivor Pension options, 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.

Regular Pension at age 65 or older with 5 Years of Credited Service – Single-Life Option

The following is an example of how a Regular Pension (age 65 or older) under the Single-Life option is calculated for a pension effective **August 1, 2013**, assuming continuous employment from August 1, 2008 through July 31, 2013 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
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
Total Years of Credited Service		**5**		
			Monthly amount of Regular Pension	$ 347.75
			Supplemental benefit, if applicable	$ 50.00
			Total	$ 397.75
			Rounded	**$ 398.00**

Five-Year Guarantee Option

Instead of the payment methods described under the Single-Life Pension and the Joint-and-Survivor Pensions, you may elect to receive your pension under the Five-Year Guarantee option. Under this option, you receive a reduced amount in exchange for the guarantee that if you die before receiving 60 monthly payments, the balance of the 60 payments will be paid to your named Beneficiary. Of course, benefits are payable to you for as long as you live.

Election of this option must be made before pension benefits start. Once payments begin, this option cannot be cancelled.

If you are married, your Spouse must consent to this election on a form provided by the Board and the signature must be witnessed by a Notary Public or an authorized Trust Fund representative.

How does the Five-Year Guarantee Benefit work?

For example, if your Annuity Starting Date is August 1, 2013:

- The Five-Year Guarantee period begins on your Annuity Starting Date, which is August1, 2013, and ends 60 months later on July 31, 2018.

- If you die during month 24 of the Five-Year Guarantee period, your named Beneficiary will continue to receive your monthly pension benefit to the end of the guarantee period, which is July 2018.

Your pension is actuarially reduced to provide the Five-Year Guarantee benefit. Your monthly pension will be adjusted as follows:

- You will receive 99% of your pension if you retire before age 55. If older, the following adjustments apply:

  - If you are older than age 55, but younger than age 65, the 99% factor is **decreased by .2%** for each full year **older** than age 55.

  - At age 65, the factor is 97%. If you are older than age 65, the 97% factor is **decreased by .4%** for each full year **older** than age 65.

The adjustment factors previously outlined for the Five-Year Guarantee option are different for Disability Pensions. If you have questions regarding the Five-Year Guarantee option, you should contact the Trust Fund Office.

Regular Pension at age 65 or older with 5 Years of Credited Service – Five-Year Guarantee Option

The following is an example of how a Regular Pension (age 65 or older) is calculated for a pension effective **August 1, 2013,** under the Five-Year Guarantee option, assuming continuous employment from August 1, 2008 through July 31, 2013 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
08/01/08-07/31/09 - **2009** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/09-07/31/10 - **2010** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/10-07/31/11 - **2011** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/11-07/31/12 - **2012** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
08/01/12-07/31/13 - **2013** Plan Credit Year	$3,024.00	**1**	2.30%	$ 69.55
Total Years of Credited Service		**5**		
			Monthly amount of Regular Pension	$ 347.75
			Supplemental benefit, if applicable	$ 50.00
			Basic benefit total	$ 397.75
			Reduction factor 97%	$ (11.93)
			Total	$ 385.82
			Rounded	**$ 386.00**

Lump-Sum Payment (in lieu of monthly benefit)

If the Actuarial Present Value of all monthly benefits 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

Regardless of age, if you die prior to retiring, benefits for your surviving Spouse are automatically in effect if you have:

1. a Vested right to a current or deferred benefit under the Pension Plan;
2. had at least one hour of service in Covered Employment on or after September 2, 1974; and
3. died after August 22, 1984, but before starting to receive retirement benefits from the Pension Fund.

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 the 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 will not begin until the month following the month you would have reached age 55, had you lived.**

For example, if, at age 45, you have 15 Years of Credited Service, not counting any Credited Service lost due to a Permanent Break in Service, the **earliest** you can retire is at age 55. If you die at age 45, you are 10 years away from the **earliest** date you can retire; therefore, your surviving Spouse will need to wait 10 years before she can begin receiving the Surviving Spouse Pension.

If you die **before** you are 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 have 25 Benefit Units at the time of your death the Early Retirement actuarial reduction will not apply. The pension amount will 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, a single-sum payment will be made 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 will 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 she understands the effect of any postponement.

Your surviving Spouse, however, must begin receiving pension payments no later than the December 1st of the calendar year in which you would have reached age 70½ had you lived.

If you die **after** becoming eligible for any non-disability type pension, your pension amount will 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 will then be adjusted for the standard 50% Joint-and-Survivor Pension.

For example: You die at age 59 with 20 Years of Credited Service. The pension at that age with that number of Years of Credited Service will be an Early Retirement and subject to the actuarial reduction for Early Retirements and adjusted for the standard 50% Joint-and-Survivor Pension.

However, if you are age 60 and have at least 25 **Benefit Units,** you will be eligible for a Service Pension not subject to an actuarial reduction; therefore, only the adjustment for the Surviving Spouse Pension will 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 also 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.

Pre-Retirement Death Benefit

If you die prior to your retirement and you have no Spouse, your surviving children – younger than age 21 – will be eligible to receive 36 monthly payments equal to the amount of the Regular Pension earned as of the date of your death, provided that you meet the following requirements:

- You worked at least 500 hours in Covered Employment (or 435 hours for Plan Credit Years before August 1, 2013) or employment covered by a Related Plan in at least one of the 2 Plan Credit Years prior to the Plan Credit Year in which you die; and
- You have earned 5 Years of Credited Service (not counting any Credited Service earned as a result of Continuous Non-Covered Employment) or you had 5 years of Combined Credited Service under this Plan and a Related Plan based on employment for which contributions were payable, and the Related Plan also provides a Pre-Retirement Death Benefit.

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 the amount of her survivor benefit and when it will begin.

Pensioner's Lump-Sum Death Benefit

If you are a Pensioner and you die on or after January 1, 1997, 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 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.

Except as provided in a Qualified Domestic Relations Order (QDRO), the person to whom you are married when you retire under the Joint-and-Survivor Pension remains eligible for the survivor benefit, even if you subsequently divorce.

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 provided for under ERISA §206(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 of 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 determined as qualified by the Board and should be sent to the following address:

Laborers Pension Trust Fund for Northern California
220 Campus Lane | Fairfield, California 94534-1498

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 eligible for 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 707-864-2800 or toll free at 800-244-4530.

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 described below.

Prohibited Employment

There are jobs that you are **not** permitted to do when you are receiving a pension benefit from the Fund. 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 Northern California District Council of Laborers or an affiliated local union; **or**

   b) any employment for the Northern California District Council of Laborers or an affiliated local union; **or**

   c) any employment or self-employment for wages or profit in the Building and Construction Industry or in a Related Plan with which the Trust Fund 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

Your Required Beginning Date is April 1st following your 70½ birth date. Once you reach your 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.

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 addition, your pension payments will be suspended for the 3-month period immediately following the suspension period. In other words, once you have stopped working in Prohibited Employment, your pension will not begin again until the first day of the 4th month after you have stopped working in Prohibited Employment.

This does not apply if you return to work after you recover from a disability if you were receiving an approved 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 your 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 reach your Required Beginning Date, you may work in any occupation for any amount of hours without having your pension suspended (stopped).

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 prior approval from the Board before you accept employment. Call the Trust Fund Office to request the necessary form. Employment which may be permitted with Board approval after you retire includes the following:

- Owner or partial owner of a company **provided the employer is signatory** to a Northern California District Council of Laborers 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 Northern California District Council of Laborers 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**.
- Employment by the Foundation for Fair Contracting in accordance with the terms, conditions and provisions governing that employment established by the collective bargaining parties.

Retirement Declaration

When you retire, you will receive a **Retirement Declaration form along with many other forms which 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 explained 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 explained 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 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 the following address:

Laborers Pension Trust Fund for Northern California
220 Campus Lane | Fairfield, California 94534-1498

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 requirements, the Board may act on **certain presumptions which are described below in the Presumptions section.**

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 assumptions 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 more than 40 hours 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.

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 64 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.

If You Are No Longer Receiving Social Security Disability Benefits or Recover from Disability

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 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.

Additional Benefits Earned after Returning to Covered Employment

If you return to work in Covered Employment, you may be able to earn additional benefits so long as you work a minimum of 500 hours within a Plan Credit Year.

Recovery of Overpayments

If you have been paid more than you are entitled to under the Plan, for reasons including, but not limited to working in Prohibited Employment or recovery from a Disability, the Board has the right to offset from future pension payments the amount of the overpayment in such installments as determined by the Board. If you are over age 65, the deduction will be 100% of the initial pension payment or the full amount that was suspended, whichever is less. For future pension payments, 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 Fund has recouped the overpayment, deductions will be made from any benefits payable to your surviving Spouse or Beneficiary, subject to—if you are over age 65—a 25% limit on the rate of deductions on any benefit payments after the first payment.

How to Apply for Benefits

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 other documents later.

If you meet the requirements for a pension, your pension becomes effective on the first day of the month after a completed pension application is received by the Fund Office, 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 entire pension application. 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 state that 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), the Fund Office needs to receive proof of that award. 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)

Generally, retirement is effective 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 eligible 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 Benefits Earned

If you begin receiving a pension and subsequently submit evidence entitling you to additional benefits, an increase in your pension, if any, will become effective:

1. Back to the effective date of your 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 benefits is submitted, if more than one year has passed after your first pension payment was made.

If You Were Previously Denied

If you were previously denied a pension and you submit evidence of 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.

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 on the Trust Funds' website at www.norcalaborers.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 reasonable.

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 while 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 guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. The PBGC's maximum guarantee limit is $35.75 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 $12,870.00

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

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

For more information about the PBGC and the benefits it guarantees, ask your Plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 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.

Who administers the Plan?

A **Board,** consisting of an equal number of Employee and Employer representatives, is 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 Northern California District Council of Laborers or one of its local unions or who perform work for the District Council, a local union, or the Laborers Training and Retraining Trust Fund for which Contributions are made to the Trust Fund are covered by the Plan. The Plan does not cover any owner-operator, partner, or self-employed person.

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 54 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 64 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 on the Trust Funds' website at www.norcalaborers.org or 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 (ERISA)

1. 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
   220 Campus Lane | Fairfield, California 94534-1498
   707-864-2800 or toll-free 800-244-4530

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

2. 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.

3. The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 94-6277608. 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. Byron C. Loney, Secretary
   Laborers Pension Trust Fund for Northern California
   220 Campus Lane | Fairfield, California 94534-1498

   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:

EMPLOYEE TRUSTEES	EMPLOYER TRUSTEES
Mr. Oscar De La Torre – Chairman Nor. CA District Council of Laborers 4780 Chabot Drive, Suite 200 Pleasanton, CA 94588-3322	**Mr. Bill Koponen– Co-Chairman** Syblon Reid 1130 Sibley Street Folsom, CA 95630
Mr. Doyle Radford Laborers Local Union No. 185 1320 West National Drive Sacramento, CA 95834-1908	**Mr. Robert Chrisp** Chrisp Company 43650 Osgood Road Fremont, CA 94539-5631
Mr. David Gorgas Laborers Local Union No. 1130 P.O. Box 3448 Modesto, CA 95353	**Mr. Manuel De Santiago** Independent Construction Co. 3911 Laura Alice Way Concord, CA 94520
Mr. Ramon Hernandez Laborers Local Union No. 2261 3271 18th Street San Francisco, CA 94110	**Mr. Jerry Overaa** C. Overaa & Company 200 Parr Boulevard Richmond, CA 94801
Mr. Fernando Estrada Laborers Local Union No. 304 29475 Mission Boulevard Hayward, CA 94544	**Mr. Brian Gardner** Kiewit Infrastructure West Co. 4650 Business Center Drive Fairfield, CA 94534

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 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 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.norcalaborers.org.

9. The Normal Retirement Age if 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 provide a lifetime pension for a surviving Spouse are set forth in Article 7 of the Pension Plan Rules and Regulations.

11. Description of circumstances which may result in disqualification, ineligibility, denial, suspension or loss of benefits.

    a. A Participant incurred a Permanent Break in Service and his previously accumulated Credited Service, Benefit Units and accrued benefits, as well as participation canceled if, after August 1, 1962 and before August 1, 1975, he did not earn one quarter of Credited Service in any period of 2 consecutive Plan Credit Years. Certain Grace Periods were available to extend this time requirement provided an application is filed by the Participant.

       After July 31, 1975 and before August 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 435 hours in Covered Employment equals or exceeds the number of full years of Credited Service which he had previously earned.

       After July 31, 1985 and before August 1, 2013, a Participant will incur a Permanent Break in Service if the number of consecutive Plan Credit Years (when they exceed 5) in which he fails to complete 435 hours in Covered Employment equals or exceeds the number of full years of Credited Service which he has previously earned.

       After July 31, 2013 , a Participant will incur a Permanent Break in Service if the number of consecutive Plan Credit Years (when they exceed 5) in which he fails to complete 500 hours in Covered Employment equals or exceeds the number of full years of Credited Service which he has previously earned.

    b. A Separation from Covered Employment results in limiting the monthly amount payable for accrued benefits earned prior to the Separation to the amount payable by the Plan at the end of the Separation period.

A Participant incurred a Separation from Covered Employment prior to August 1, 1975, if he failed to earn one quarter of Credited Future Service in any period of 2 consecutive Plan Credit Years.

After August 1, 1975, 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 435 hours in Covered Employment (500 hours for Plan Credit Years on or after August 1, 2013) in at least one of the 2 Plan Credit Years.

c. If a Disability Pensioner 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 of Trustees in writing within 15 days from the date he receives notice of the loss from the Social Security Administration or otherwise recovers from his disability. If he fails to provide this 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**. His pension payments will be suspended and permanently withheld for the periods and under the other conditions specified earlier in the Plan.

   If a Pensioner under age 65 fails to provide the required notice, his pension payments will be suspended and permanently withheld for an additional period of up to 3 months.

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 Article 9 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 Trust Fund for information promptly, completely and in good faith.

h. Any overpayments of benefits may be offset, recouped and recovered from payments due or becoming due to a Pensioner, his Beneficiary or surviving Spouse in installments and to the extent as the Board determines.

12. The Board of Trustees intends to continue this Plan indefinitely. If, for any reason, the Plan should be terminated, you will have a 100% vested interest in your normal retirement benefit to the extent benefits are funded by the assets in the Plan at the time of Plan termination.

    Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal Insurance Agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. The PBGC's maximum guarantee limit is $35.75 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 $12,870.00

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.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension program is available through the PBGC's website http://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, 4, 5 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 Trust Fund's assets which are accumulated under the provisions of the Trust Agreement and held in custody by the Corporate Co-Trustee, which currently is Union Bank of California.

15. The Board of Trustees may terminate the Plan pursuant to its authority under Article 9 of the Pension Plan Rules and Regulations. 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 result in a reversion of any assets to any Contributing Employer.

    All contributions to the Plan are made by Contributing Employers in accordance with Collective Bargaining Agreements in force with the Northern California District Council of Laborers or any of its affiliated local unions or by the District Council, an affiliated local union or the Laborers

Training and Retraining Trust Fund with respect to certain of their employers pursuant to Board regulations.

Collective Bargaining Agreements require contributions to the Trust Fund at fixed rates per hour.

The Plan Trust Agreement provides that Contributing Employers are not required to make any further payments or Contributions to the cost of operation of the Trust Fund or the Plan, except as may be provided in the Collective Bargaining Agreement, Subscriber's Agreement and the Trust Agreement.

16. The date of the end of the Plan's Fiscal Year is May 31.

17. Claims and Appeal Procedures

The procedure for applying for pensions is described under How to Apply for Benefits.

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 90 days after receipt of the petition, unless special circumstances exist 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 180 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 (ERISA)

As a Participant in the Laborers Pension 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 "Claims and Appeals Procedures" in this booklet. 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 mis-use 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 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 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*.