

**BRICKLAYERS &
ALLIED CRAFTSMEN
LOCAL NO. 7**

PENSION PLAN

**SUMMARY PLAN
DESCRIPTION**

EFFECTIVE JULY 1, 2005



BRICKLAYERS & ALLIED CRAFTSMEN LOCAL NO. 7 PENSION FUND

BOARD OF TRUSTEES

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ADMINISTRATIVE MANAGER

Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, OH 44515
(800) 435-2388

FUND COUNSEL

William B. Gore
Macala, Baasten, McKinley & Gore L.L.C.
4150 Belden Village Street, Suite 604
Canton, Ohio 44718
(330) 493-1570

SPECIAL NOTICE

It is extremely important that you keep the Fund informed of any change in address or desired change in beneficiary. This is your obligation and failure to fulfill this obligation could jeopardize your eligibility or benefits. The importance of a current, correct address **ON FILE AT THE FUND OFFICE** cannot be overstated. It is the **ONLY WAY** the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan.

To: Participants, Surviving Spouses & Beneficiaries

We are pleased to distribute this Summary Plan Description (hereinafter referred to as the "SPD") detailing the benefits under your Pension Plan.

This SPD summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible and the procedures which must be followed when applying for a benefit.

Also included on pages 31 through 35 is important information concerning the administration of the Plan and your rights as a Participant.

Please **READ THIS SPD CAREFULLY**. A number of changes have occurred in this Plan since the last SPD was printed. Generally, this SPD applies to Active Participants who have one Hour of Service on or after July 1, 2005, unless otherwise stated. Participants who do not have one Hour of Service on or after July 1, 2005 should consult the prior SPDs covering the period they last had an Hour of Service or contact the Fund Office.

From time to time, other changes in the Plan might be made. Therefore, if there are any differences between the language in this SPD and the Agreement and Declaration of Trust or the Pension Plan Document, these latter documents will govern.

This is your SPD describing your Plan. Please be certain to keep the SPD in a safe place for future reference. You may obtain any form mentioned in this SPD from the Fund Office (i.e. application forms, waiver forms, etc.) If, at any time, you have questions about your Pension Plan, please do not hesitate to call or write the Fund Office for assistance.

Sincerely,

Board of Trustees
BRICKLAYERS & ALLIED CRAFTSMEN LOCAL
NO. 7 PENSION FUND

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I. DEFINITIONS

1. **Accrued Benefit** - The term "Accrued Benefit" shall mean a lifetime monthly benefit beginning at Normal Retirement Age which has been earned by a Participant and is in effect at any particular time based on such person's Years of Credited Service and the benefit formula established under the Plan.
2. **Active Participant** - The term "Active Participant" means a Participant who has not yet become a retired, disabled or deceased Participant, who has not yet suffered a Forfeiture of Service, and who has accrued at least one Year of Service out of the two (2) preceding Plan Years.
3. **Actuarial Value** - The term "Actuarial Value" shall mean an amount or series of amounts of equivalent value. Unless otherwise specified herein, this value will be determined based upon the assumption and methods provided by the Actuary.
4. **Alternate Payee** - The term "Alternate Payee" means a Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits under this Plan, with respect to the Participant.
5. **Association** - The term "Association" means the Association of Union Masonry Contractors.
6. **Beneficiary** - The term "Beneficiary" means the person or entity designated to receive benefits which may be payable after death, as more fully provided herein.

When a Participant or former Participant dies, such person's Beneficiary shall be the Spouse to whom the Participant or former Participant was married at the time of death, unless such Spouse has consented in writing to the designation of a non-Spouse Beneficiary, such consent acknowledges the effect thereof and is witnessed by a representative of the Plan or by a notary public.

The term "Beneficiary" for an unmarried person shall mean the person(s) designated by the Participant's latest written notice to the Board of Trustees prior to his death.

In the event no valid Beneficiary designation has been filed with the Trustees at the date of death of an unmarried Participant, or if the Participant is not survived by the Beneficiary designated, the Beneficiary shall be deemed to be the first in the following classes which is living at the date of the death of the Participant or former Participant:

- (A) Legal Spouse of the Participant or former Participant, if any;
- (B) Legal child or children of the Participant or former Participant, in equal shares;
- (C) If no legal Spouse or legal child/children are surviving, the death benefit will be paid to the Executor or Administrator of the estate of the Participant or former Participant for distribution to such persons then living who would receive the personal property of the Participant or former Participant either under the will of a Participant or according to the laws of the state of legal domicile of the Participant or former Participant at the time of such person's death.

7. **Board of Trustees** - The term "Board of Trustees" means the entity comprised of an equal number of Union Trustees and Management Trustees, as required by the Labor-Management Relations Act of 1947, as amended, which entity is responsible for administering the Plan. The Board of Trustees shall be the Administrator, as that term is used under ERISA.

8. **Break in Service** - The term "Break in Service" shall mean a Plan Year beginning on or after an Employee becomes an eligible Participant during which the Participant fails to acquire four hundred thirty five (435) hours worked.

It shall not be considered a Break in Service if a Participant is unable to maintain a Year of Service because of an accident or illness or as a result of service in Qualified Military Service, provided the Fund Office is notified of such accident, illness or service in Qualified Military Service on a form satisfactory to the Trustees.

A Participant who has an absence from work with an Employer due to: (A) the pregnancy of the Participant; (B) the birth of a child of the Participant; (C) by reason of the placement of a child with the Participant in connection with the adoption of such child by the Participant (including placement with the Participant for a trial period prior to adoption); or (D) caring for such child for a period beginning immediately following such birth or placement shall be credited with Hours of Service provided that the Participant furnishes to the Trustees such timely information as the Trustees may reasonably require to establish that the absence from work is for one of the reasons referred to above and the number of days for which there was such an absence. The Hours of Service shall be credited only to the Plan Year in which the period of absence begins if but for such crediting, there would be a one-year Break in Service in such Plan Year. In any other case, the Hours of Service shall be credited to the next following Plan Year. The Hours of Service to be credited are the Hours of Service which otherwise would normally have been credited to the Participant but for such absence. If the number of such hours cannot be determined, eight (8) hours shall be credited per day of such absence. In no event, however, shall more than 435 Hours of Service be credited for such period of absence. Hours of Service shall be credited solely for purposes of preventing the occurrence of a Break in Service.

In the case of a Participant who is entitled to a Vested Benefit, but who has suffered a Break in Service and returns to Covered Service with an Employer, the Participant shall participate in the Plan immediately upon returning to such Covered Service. If a Participant who is not vested sustains a Break in Service, but not a Forfeiture of Service (the number of consecutive years in which he incurred a Break in Service is less than the greater of the number of Years of Service for which he received credit or five (5) years), the Participant shall participate immediately upon returning to Covered Service with an Employer.

9. **Brick and Mason Industry** - The term "Brick and Masonry Industry" means any and all types of work covered by Collective Bargaining Agreements to which the Union is a party; or under the trade jurisdiction of the Union, as that trade jurisdiction is described in the International Union's Constitution, or any other work to which a bricklayer has been assigned, referred or can perform because of his skills and training. The term "Brick and Mason Industry" shall not include employment in a related building trade, provided, however unless such employment is on referral by and authorized by the Union.

10. **Collective Bargaining Agreement** - The term "Collective Bargaining Agreement" means the written agreement between the Union and the signatory Employers which governs the wages, hours and conditions of Employees working in Covered Employment.

11. **Compensation** - The term "Compensation" shall include only that compensation which is actually paid to the Participant during the determination period or Plan Year.

12. **Computation Period for Eligibility to Participate** - The term "Computation Period" is the period for commencement of eligibility to participate in the Plan and shall begin on the first day the Employee earns an Hour of Service for an Employer who is required to make contributions to the Plan pursuant to a written agreement and shall end on the last day of the payroll period twelve (12) consecutive months thereafter.

13. **Contiguous Non-covered Service** - The term "Contiguous Non-covered Service" shall mean Non-covered Service with the same single Employer which immediately precedes or immediately follows Covered Service where no quit, discharge, lay-off or retirement occurs between such Covered Service and Non-covered Service.

14. **Contributions** - The term "Contributions" shall mean payments to the Fund by an Employer, as required under applicable Collective Bargaining Agreements or other written agreements.

15. **Covered Service** - The term "Covered Service" means that Service with an Employer(s) maintaining a Plan within a job classification or class of Employees covered under the Plan for which compensation is paid, or for which the Participant is entitled to payment, in accordance with the Collective Bargaining Agreement or other written agreement.

16. **Domestic Relations Order** - The term "Domestic Relations Order" means a judgment, decree or order (including approval of a property settlement agreement) that: (A) relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant; and (B) is made pursuant to a state domestic relations law, including a community property law.

17. **Early Retirement Age** - The term "Early Retirement Age" means the age prior to the Participant's sixty-second (62nd) birthday when he first reaches age fifty-five (55), or the age of the Participant on the date he has been credited with ten (10) or more Years of Service, whichever is later.

18. **Employee** - The term "Employee" shall mean:

(A) All Employees represented for the purpose of collective bargaining by the Union who perform more than 50% of his/her work as bargaining unit work for an Employer who is required to make contributions to the Trust Fund in accordance with collective bargaining agreement. These Employees shall be referred to as Collectively Bargained Employees.

(B) All Employees who are former Collectively Bargained Employees who are performing work for an Employer which is a party to a collective bargaining agreement or is/are Employees of the Union. These Employees shall be referred to as Bargaining Unit Alumni and their participation in the Plan is permitted only if the Plan does not treat Bargaining Unit Alumni more favorably than similarly situated Collectively Bargained Employees and that no more than 5% of the Participants in the Plan are Non-collectively Bargained Employees. For purposes of vesting and benefit accrual for Service earned on or after May 1, 1989, these Employees shall be considered as Non-collectively Bargained Employees.

(C) All other Employees of the Union who are not Bargaining Unit Alumni who participate on a non-discriminatory basis and are not treated more favorably than similarly situated Collectively Bargained Employees or Bargaining Unit Alumni. These Employees shall be referred to as Non-collectively Bargained Employees. Effective January 1, 1993, all Employees who were previously employed by Bricklayers and Allied Craftsmen Local No. 7 who as of that date became Employees of the Ohio Northern District Council of Bricklayers and Allied Craftsmen, now known as Northern Ohio Administrative District Council, as a result of the merger of Bricklayers and Allied Craftsmen Local 7 into that Council.

The term "Employee" shall not include partners or self-employed persons no matter how designated, and such Persons are excluded from the benefits provided in this Plan.

An Employee shall not be ineligible to participate in the benefits of this Plan because of his participation in a labor dispute or because of his absence from work due to such labor dispute or because of his being locked out by his Employer.

19. **Employer** - The term "Employer" shall mean:

(A) The Association. Employers who are parties to Collective Bargaining Agreements with the Union as a result of their affiliation with the Association shall be referred to as "Association Employers".

(B) Any other individual, firm, association, partnership or corporation who is performing work within the Brick and Masonry Industry and who is bound by Collective Bargaining Agreements with the Union and agrees to participate in and contribute to the Trust Fund. The participation of Employers shall be on terms which the Trustees shall determine. An Employer in this classification is referred to as an "Independent Employer".

(C) If the Trustees provide and if it is not judicially determined to be a violation of any law or statute, the "Employer" may also include the Union and may also include the Trustees, if applicable, as their Employees, provided these organizations become contractually obligated to make contributions on behalf of their Employees, sign a copy of the Agreement or, in some other manner acceptable to the Trustees, consent in writing to be bound by the terms of the Agreement, and who have been accepted for participation in the Fund by the Trustees on terms which, in their absolute discretion, they shall determine. Employer shall also include any individual, firm, association, partnership, or corporation who has a collective bargaining agreement with the Trustees, makes contributions according to that agreement to the Trust Fund on Bargaining Unit Alumni employed by it subject to the restrictions of Article I, Section 18.

20. **ERISA** - The term "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

21. **Forfeited Service** - The term "Forfeited Service" shall mean the number of Years of Service credited to a non-vested Participant that becomes forfeited.

For Plan Years prior to May 1, 1985, all Service credited to a non-vested Participant shall be forfeited at the time the Participant suffers consecutive one (1) year Breaks in Service equal to or exceeding his total Years of Service.

For Plan Years commencing on or after May 1, 1985, all Service credited to a non-vested Participant shall be forfeited at the time such Participant suffers consecutive one-year Breaks in Service equaling or exceeding the greater of five (5) or the Participant's total Years of Service preceding such Breaks in Service.

No Plan benefits shall be based on hours worked for which Years of Service were credited that later become Forfeited Service.

22. **Former Participant** - The term "Former Participant" means an individual whose participation has ceased, but who has not incurred a Forfeiture of Service, or an individual (other than a Beneficiary), who is receiving a benefit from the Plan.

23. **Future Service** - The term "Future Service" means the Participant's Years of Service subsequent to the later of February 1, 1968, or the date the Employee becomes a Participant in the Plan.

24. **Highly Compensated Employee** - The term "Highly Compensated Employee" includes highly compensated active Employees and highly compensated former Employees. A highly compensated active employee includes any Employee who performs service for the Employer, during the determination year and who during the look-back year received compensation from the Employer in excess of Ninety Five Thousand Dollars (\$95,000.00) for the calendar year of 2005 (or as adjusted pursuant to Section 415(d) of the Internal Revenue Code); and who during the determination year or look-back year was a five percent (5%) owner at any time during either year. For this purpose, the determination year shall be the Plan Year. The look-back year shall be the twelve (12) month period immediately proceeding the determination year.

25. **Hours of Service/Hours Worked** -For purposes of participation, vesting and benefit accrual, the term "Hours of Service" or "Hours Worked" shall mean:

(A) Each hour for which an Employee is paid or entitled to payment for the performance of duties for an Employer and hours for which back pay, irrespective of mitigation of damages, is awarded or agreed to by an Employer, to the extent that such award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in the performance of duties for the Employer.

(B) Each hour for which an Employee is absent from work due to a maternity or paternity leave of absence, as defined in the Plan, for the sole purpose of determining whether a Break in Service has occurred. Hours of Service shall be credited only to the extent that they would have been credited but for such absence, or if such numbers of Hours of Service credited under this provision exceed the minimum number of Hours of Service needed to prevent the occurrence of a Break in Service in the Plan Year such absence begins. However, if in the Plan Year in which such absence begins, the Employee has a sufficient number of Hours of Service to prevent the occurrence of a Break in Service without regard to this provision, the Employee shall be credited with the minimum number of Hours of Service needed to prevent the occurrence of a Break in Service during the Plan Year which immediately follows the Plan Year in which the absence begins. No Hours of Service under this provision shall be credited unless the Employee furnishes to the Board of Trustees timely information as the Trustees may reasonably require to establish: (1) the Employee's absence from work is due to the reasons referred to above and (2) the number of days for which there was such an absence.

(C) Effective December 12, 1994, as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), each hour for which an Employee is absent from work due to Qualified Military Service, as defined in Paragraph 28 of this section, for the sole purpose of determining whether a Break in Service has occurred. Hours of Service pursuant to this sub-paragraph (C) shall be credited only to the extent they would have been credited but for such absence, or if such number of Hours of Service cannot be determined, at the rate of eight Hours of Service per day of absence. In no event, however, shall the number of Hours of Service credited pursuant to this sub-paragraph (C) exceed the minimum number of Hours of Service needed to prevent the occurrence of a Break in Service in the Plan Year such absence begins. Notwithstanding the foregoing, no Hours of Service shall be credited under this sub-paragraph unless the Employee was in the active service of an Employer prior to such an absence due to Qualified Military Service, such absence did not exceed the minimum requirements of the Uniformed Services and Reemployment Rights Act of 1994, and any related regulations, and the Employee fulfills the notice requirements set forth in Paragraph 28.

There shall be no duplication of crediting Hours of Service. Department of Labor Regulations Section 2530.200b-2(b) and Section 2530.200(b) are incorporated by reference.

26. **Inactive Participant** - The term "Inactive Participant" means a Participant who has not yet become a retired, disabled or deceased Participant and who has not yet suffered a Forfeiture of Service, and who has not accrued at least one Year of Service out of the two (2) preceding Plan Years.

27. **Jurisdiction of the Fund** - The term "Jurisdiction of the Fund" means the industry, trade or craft in the geographical area over which the Bricklayers & Allied Craftsmen Local No. 7 has jurisdiction.

28. **Qualified Military Service** - The term "Qualified Military Service" means any absence from work by reason of active duty in the Armed Forces of the United States. A Participant shall be given full credit for benefit accrual, Hours of Service, participation, vesting and Years of Vesting Service for time periods, not to exceed the minimum requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, and any related regulations, in which he was absent from work due to the Qualified Military Service.

(A) The time period limitation indicated above shall not include any service:

(1) That is required beyond five years to complete an initial period of obligated service;

(2) During which the individual was unable to obtain orders releasing him from service in the uniformed services before expiration of the five (5) year period, and such inability was through no fault of the individual;

(3) Performed as required pursuant to the ready reserve training requirements, required drills and field exercises and/or participation in field exercises, or to fulfill additional training requirements determined and certified in writing by the Secretary of the military department concerned to be necessary for professional development or for completion of skill training or retraining;

- (4) Performed by a member of a uniformed service who is:
- (a) Ordered to or retained on active duty as a reserve pursuant to certain provisions of federal law or as a recall to duty or detention beyond terms of enlistment (in the case of the Coast Guard pursuant to certain provisions of federal law (i.e., war or national emergency));
 - (b) Ordered to or retained on active duty (other than for training) under any provision of law during a war or during a national emergency declared by the President or the Congress;
 - (c) Ordered to active duty (other than for training) in support, as determined by the Secretary of the military department concerned, of an operational mission for which reserve personnel have been ordered to active duty under federal law;
 - (d) Ordered to active duty in support, as determined by the Secretary of the military department concerned, of a critical mission or requirement of the uniformed services, or;
 - (e) Called into federal service as a member of the National Guard pursuant to federal law in the case of an insurrection, invasion, rebellion and/or danger of rebellion.

(B) Contributions shall be made for the above leave of absence by the Pension Plan or as otherwise determined at the discretion of the Board of Trustees of the Plan, in compliance with federal law. Said contributions shall be based upon the average hours reported monthly to the Fund over the lesser of thirty-six (36) months or the period of Participant's participation immediately prior to Qualified Military Service.

(C) In order for a Participant to receive continuing benefits as outlined above, said Participant shall notify the respective Employer with advance written or verbal notice of such service. A Participant upon the completion of a period of service in the uniformed services shall notify the Employer, as referred to in such subsection below, of the Participant's intent to return to a position of employment with such Employer as follows:

- (1) In the case of a Participant whose period of service in the uniformed services was less than thirty one (31) days, by reporting to the Employer:
 - (a) not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and expiration of eight (8) hours after a period allowing for the safe transportation of the Participant from the place of that service to the Employee's residence; or
 - (b) as soon as possible after the expiration of the eight (8) hour period referred to in clause (1), unless reporting within the period referred to in such clause is impossible or unreasonable through no fault of the person.
- (2) In the case of a Participant who is absent from a position of employment for a period of any length for the purposes of an examination to determine the

Employee's fitness to perform service in the uniformed services, by reporting in the manner and time referred to in sub-paragraph (C)(1) above.

(3) In the case of a Participant whose period of service in the uniformed services was for more than thirty (30) days but less than one hundred eighty one (181) days, by submitting an application for reemployment with the Employer not later than fourteen (14) days after the completion of the period of service, or if submitting such application with such period is impossible or unreasonable through no fault of the Participant, the next first full calendar day when submission of such application becomes possible.

(4) In the case of a Participant whose period of service in the uniformed services is for more than one hundred eighty (180) days, by submitting an application for reemployment with the Employer not later than ninety (90) days after the completion of the period of service.

(D) Furthermore, in order to restore the above pension rights, the Participant must notify the Fund Office in writing, within sixty (60) days of his discharge, of his intent to return to work.

(E) Upon a Participant's honorable discharge from Qualified Military Service, the Employee's eligibility status under the Plan will be restored to the status that existed when he entered Qualified Military Service, provided the Participant fulfills the notice and documentation requirements outlined above. In addition to said notice, the Participant shall also supply the Fund Office with copies of his discharge papers showing the date of his induction or enlistment in Qualified Military Service and the date of his discharge. Failure on the part of the Participant to file such documentation with the Fund Office and/or provide the above notice may be deemed an indication that the Participant does not wish to restore his eligibility status under the Plan.

(F) A Participant who is hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during, the performance of service in the uniformed services shall, at the end of the period that is necessary for the person to recover from such illness or injury, report to the person's Employer (in the case of a person described in sub-paragraph (C)(1) or (C)(2) above), or submit an application for reemployment with such Employer (in the case of a person described in sub-paragraph (C)(3) or (C)(4) above). The period of recovery may not exceed two years. However, this shall be extended by the minimum time period to accommodate the circumstances beyond such person's control which make reporting within the period specified above impossible or unreasonable.

29. **Non-covered Employment** - The term "Non-covered Employment" means self-employment in the Brick and Masonry Industry or employment for an Employer which does not have a Collective Bargaining Agreement between the Union and the Employer.

30. **Non-covered Service** - The term "Non-covered Service" means Service with an Employer maintaining the Plan which is not Covered Service.

31. **Non-vested Participant** - The term "Non-vested Participant" means a Participant who has less than five (5) Years of Service.

32. **Normal Retirement Age** - The term "Normal Retirement Age" means the earlier of:
- (A) The time the Participant attains age sixty two (62) and has been credited with five (5) or more Years of Service; or
 - (B) The later of:
 - (1) Age sixty five (65); or
 - (2) The fifth (5th) anniversary of the time the Participant first commenced participation in the Plan.
33. **Normal Retirement Date** - The term "Normal Retirement Date" means the first day of the month coincident with or immediately following the Participant's Normal Retirement Age.
34. **Participant** - The term "Participant" means an Employee who is eligible to participate in the Plan.
35. **Plan** - The term "Plan" means the Bricklayers & Allied Craftsmen Local No. 7 Pension Plan, and any amendments thereto.
36. **Plan Year** - The term "Plan Year" means the twelve-month period beginning May 1 and ending the following April 30.
37. **Qualified Domestic Relations Order** -
- (A) The term "Qualified Domestic Relations Order" shall mean a Domestic Relations Order which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan which clearly specifies:
 - (1) The name and the last known mailing address (if any) of the Participant or Former Participant, the name and mailing address of each Alternate Payee covered by the Order;
 - (2) The amount or percentage of the Participant's or former Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined.
 - (3) The number of payments or period to which such Order applies; and
 - (4) Each Plan to which such Order applies.
 - (B) In addition, a Domestic Relations Order will be considered a Qualified Domestic Relations Order only if such Order:
 - (1) Does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
 - (2) Does not require the Plan to provide increased benefits (determined on the basis of actuarial value) and;

(3) Does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Domestic Relations Order previously determined to be a Qualified Domestic Relations Order.

(C) The Plan maintains an internal procedure for the processing of all Qualified Domestic Relations Orders. You may obtain a copy of such procedure from the Administrative Manager.

38. **Qualified Joint and Survivor Annuity** - The term "Qualified Joint and Survivor Annuity" means a form of benefit which provides monthly payments to the Retired Participant for life, with a Survivor Benefit for the life of the Spouse, if surviving upon the Retired Participant's death, in an amount equal to; (A) fifty percent (50%) of the amount paid to the Retired Participant; or (B) one hundred percent (100%) of the amount paid to the Retired Participant.

39. **Qualified Pre-retirement Survivor Annuity** - The term "Qualified Pre-retirement Survivor Annuity" means a survivor annuity for the life of the Surviving Spouse of the Participant and payable in accordance with the Plan provisions.

40. **Reciprocity Hours Worked** - If the Board of Trustees enters into money-follows-the-man reciprocity agreements, such agreements shall be apart of this Plan and all hours transferred into this Plan under such agreements shall be credited as hours worked for crediting Service under this Plan.

41. **Same Geographic Area** - The term "Same Geographic Area" shall mean the State of Ohio and portions of those states located as apart of a Standard Metropolitan Statistical Area, as defined by the U.S. Census Bureau.

42. **Same Industry** - The term "Same Industry" is defined as work within the Brick and Masonry Industry and as in accordance with the definitions contained within the Collective Bargaining Agreement.

43. **Same Trade or Craft** - The term "Same Trade or Craft" means a trade or craft in which a Participant was employed at any time prior to his retirement under the Plan and shall include any supervisory or managerial activity as contained in the provisions of the Collective Bargaining Agreement.

44. **Spouse or Eligible Spouse** - The term "Spouse" or "Eligible Spouse" shall mean the legal Spouse of the Participant who has been married to the Participant for at least one year at the time a Pre- retirement Death Benefit is first payable, or the legal Spouse of the Participant who has been married to the Participant at least one year at the first time the Participant commences receiving retirement benefits provided by this Plan.

45. **Terminated Participant** - The term "Terminated Participant" shall mean a Vested Employee who has not accrued at least one (1) Year of Service during the two (2) preceding Plan Years.

46. **Total and Permanent Disability** - A Participant shall be considered totally and permanently disabled if the Trustees find, on the basis of medical evidence, a physical or mental condition of a Participant which completely prevents such Participant from engaging in work for wage or profit within the same industry, trade or craft and, in the opinion of the medical examiner, the disability will be permanent and continuous during the remainder of the Participant's life. No

Participant, however, shall be deemed to be totally and permanently disabled under the Plan if his incapacity consists of addiction to narcotics or, if such disability was contracted, suffered or incurred while he was engaged in a felonious enterprise, or resulted therefrom, or resulted from an intentionally self-inflicted injury, or from an injury, wound or disability suffered or arising out of a state of war, declared or undeclared.

47. **Trustees** - The term "Trustees" means any person designated as a Trustee in accordance with the Amended Agreement and Declaration of Trust or his successor(s). The Trustees collectively means the Administrator, as that term is used in ERISA. The term "Employer Trustees" means the Trustees selected by the Association. The term "Union Trustees" means the Trustees selected by the Union. The designation of Employer Trustee or Union Trustee does not affect or alter the duty of each Trustee appointed to act in a fiduciary capacity.

48. **Union** - The term "Union" means the Bricklayers & Allied Craftsmen Local No. 7.

49. **Vested Participant** - The term "Vested Participant" means a Participant who has met the Plan's eligibility requirements to be entitled to a non-forfeitable benefit upon retirement.

50. **Vesting and Benefit Accrual Computation Period** - The term "Vesting and Benefit Accrual Computation Period" means the Plan Year.

51. **Year of Service** - The term "Year of Service" or "Service" means the number of years for which a Participant receives credit on the records of the Fund. Service shall be equal to the number of Years of Past Service plus the number of Years of Future Service and shall be used for Participation, Vesting, and Eligibility for Benefits and Benefit Accrual.

(A) **Past Service:** Past Service shall be granted to a Participant who worked in the jurisdiction of the Union on and before February 1, 1968. One (1) Year of Past Service shall be granted to a Participant for each Plan Year that the Participant worked in the jurisdiction of the Union during the period of February 1, 1948 to February 1, 1968. Any Past Service as otherwise granted shall be cancelled upon the Employee suffering a Forfeiture of Service after February 1, 1968. If a Participant performs at least one hour of non-covered brick and masonry employment within the same geographical area of the Fund on or after May 1, 1994, then he shall lose all Past Service for the purpose of calculating his benefit amount, provided that such loss of Past Service credits shall not decrease the Participant's accrued Normal Retirement Benefit to an amount less than his accrued Normal Retirement Benefit.

(B) **Future Service:** Future Service shall be granted to a Participant after February 1, 1968. Prior to May 1, 1976, one (1) Year of Future Service shall be granted to a Participant for each Plan Year during which he receives contribution credits on the records of the Fund.

Service on and after May 1, 1976: On and after May 1, 1976, one Year of Service shall be granted to a Participant who has met the requirements for initial eligibility to participate in this Plan. Subsequent Years of Service shall be earned by a Participant who has four hundred thirty five (435) hours of work within a Plan Year beginning with the Plan Year which includes the first anniversary of the Participant's employment commencement date. The total Service of the Participant shall not include any Years of Breaks in Service.

A Participant shall be credited Qualified Military Service to the extent required by applicable law, but only if the Participant returns to service with an Employer within such time as reemployment rights are guaranteed by law. Otherwise, service in the Armed Forces of the United States shall be disregarded in computing Years of Vesting Service. For purposes of determining Years of Service, all Covered Service and all Contiguous Non-covered Service with an Employer maintaining the Plan shall be taken into account; provided, however, no Contiguous Non-covered Service shall be credited to the Fund unless the Employer or Participant notifies the Administrator of the hours worked by the participant in Non-covered Service within ninety (90) days after the date of participation or the Plan Year, whichever is later.

II. ELIGIBILITY FOR PARTICIPATION IN THE PENSION PLAN

If you were a Participant in the original Plan prior to May 1, 1976, you will be a Participant in the Plan as of May 1, 1976.

Each person who becomes an Employee on or after May 1, 1976, shall become a Participant on the beginning of the Plan Year following the total of 435 hours worked within the Computation Period For Eligibility or on November 1, whichever is earlier. If an Employee does not become a Participant within the first Computation Period For Eligibility, the Employee must meet the requirements of participation within subsequent twelve-month periods as if he/she were a new Employee first beginning to work for an Employer.

If you become an Employee on March 1, 2005 and if on August 1, 2005 you have reached four hundred thirty five (435) hours worked, you will become a Participant in the Bricklayers & Allied Craftsmen Local No. 7 Pension Fund on November 1, 2005 (Since November 1, 2005 is earlier than May 1, 2006).

Once you become a Participant, your eligibility for continued participation will be measured by Service within a Plan Year (each May 1 through April 30). In the event you suffer Forfeited Service, you shall, upon returning to the status of an Employee, be required to meet the foregoing requirements before again becoming a Participant.

III. CREDITING OF SERVICE

Service prior to February 1, 1968: For your Service during the period of February 1, 1948 through February 1, 1968, you will receive credit for one (1) Year of Service for each Plan Year during which you worked under the jurisdiction of Bricklayers & Allied Craftsmen Local No. 7. This period of Service is known as your Past Service.

Service from February 1, 1968 through April 30, 1976: For your Service during the period of February 1, 1968 through April 30, 1976, you will receive credit for one (1) Year of Service for each Plan Year during which contribution credits were received on the records of the Fund on your behalf. Service on and after February 1, 1968, is known as your Future Service.

Service on and after May 1, 1976: On and after May 1, 1976, one Year of Service will be granted to you if you have met the requirements for initial eligibility to participate in the Plan. You will earn subsequent Years of Service for each Plan Year during which you have a total of four hundred thirty five (435) hours of work in Covered Employment.

If you work less than four hundred thirty five (435) hours in Covered Employment within a Plan Year, you will have a Break in Service. Your total Service will not include any Years of Breaks in Service. If, after May 1, 1985, you have consecutive one-year Breaks in Service which equal or exceed the greater of five (5) or your Years of Service credited before your Breaks in Service, your Years of Service prior to your Breaks in Service will be forfeited. For example, if you have three (3) Years of Service and then fail to work four hundred thirty five (435) hours in Covered Employment each of the following five (5) Plan Years, your three (3) Years of Service prior to the Breaks in Service will be Forfeited Service. Your total Service will not include any Years of Forfeited Service. In addition, no Plan benefits will be based on contributions for which Years of Service were credited that later became Forfeited Service. If you are a Vested Participant, you cannot forfeit Service under this Plan.

For purposes of determining a Year of Service, all of your Covered Service with an Employer and all Contiguous Non-covered Service with an Employer maintaining the Plan shall be taken into account. However, no Contiguous Non-covered Service shall be credited to the Fund unless the Employer or Participant notifies the Administrator of the hours worked by the Participant in Non-covered Service within ninety (90) days after the date of participation or the Plan Year, whichever is later.

All of your Years of Continuous Service will count in the determination of your eligibility for benefits and vesting.

IV. TYPES OF BENEFITS

There are seven types of benefits under this Plan:

- (A) Normal Retirement Benefit
- (B) Early Retirement Benefit
- (C) Total and Permanent Disability Benefit
- (D) Death Benefit
- (E) Deferred Vested Benefit

No Participant shall be eligible for more than one class of benefits at the same time. All of the above types of benefits are described in detail in the following sections of this SPD.

Normal Retirement Benefits

Eligibility for Normal Retirement Benefit: You will be eligible to apply for a Normal Retirement Benefit provided you have reached your Normal Retirement Age, as defined in the Plan, and have retired from employment with all Employers in the jurisdiction of this Plan.

Amount of Normal Retirement Benefit: The amount of your Normal Retirement Benefit will be equal to your Past Service Benefit, if any, plus your Future Service Benefit, as follows:

Past Service Benefit - Your Past Service Benefit will be determined based on your Countable Years of Past Service multiplied by One Dollar (\$1.00).

Future Service Benefit - At the time of your retirement, your Future Service Benefit will be equal to a percentage of Employer contributions made on your behalf to the Fund on or after - February 1, 1968 and based on the Future Service crediting rate in effect at the time you were last considered to be an Active Participant of the Plan. Effective May 1, 2005, the Future Service Benefit for Active Participants is as follows:

- 4.1% of Employer contributions for work from 2/1/68 through 4/30/03, plus
- 3.0% of Employer contributions for work from 5/1/03 through 4/30/05, plus
- 1.0% of Employer contributions for work on and after 5/1/05.

For example, if you retire on July 1, 2006 at sixty two (62) years of age with at least five (5) years of service and at least one (1) year of service after May 1, 1997, after having worked in the jurisdiction of Bricklayers & Allied Craftsmen Local No. 7, since 1950 with a total of (a) Fifty Thousand Dollars (\$50,000.00) in contributions made on your behalf for the period of February 1, 1968 through April 30, 2003, Five Thousand Dollars (\$5,000.00) in contributions made on your behalf for the period of May 1, 2003 through April 30, 2005 and Three Thousand Dollars (\$3,000.00) in contributions made on your behalf for the period of May 1, 2005 through June 30, 2006, your monthly benefit would be calculated as follows:

Past Service Benefit:	
18 Years (1950-1968) x \$1.00 =	\$ 18.00
Future Service Benefit:	
\$50,000 x 4.10% =	2,050.00
\$5,000 x 3.0% =	150.00
\$3,000 x 1.0% =	30.00
Normal Retirement Benefit:	\$2,248.00/month

Commencement of Normal Retirement Benefit: Upon meeting the eligibility requirements for the Normal Retirement Benefit, you will become entitled to receive your Normal Retirement Benefit effective with the first day of the month following receipt of your application. You will continue to receive your benefit monthly for life.

If you become eligible for Normal Retirement and do not apply for your benefit by the 60th day after the close of the Plan Year during which you become eligible, the Fund Office will notify you of your eligibility. If the Fund Office does not thereafter receive your application, you will be deemed to have elected to postpone commencement of your benefits.

Note: Your Normal Retirement Benefit may not exceed the maximum benefit allowed by law. (Please refer to Maximum Benefit Limits - page 24 of this SPD). In addition, please refer to the Required Minimum Distribution requirements of benefits on page 24.

Early Retirement Benefits

Eligibility for Early Retirement Benefit: You will be eligible to apply for an Early Retirement Benefit provided you are at least age fifty-five (55), but younger than your Normal Retirement Age, have ten (10) Years of Service and have retired from employment in the Brick and Masonry Industry within the jurisdiction of the Plan.

Amount of Early Retirement Benefit: The amount of your Early Retirement Benefit will be equal to your Normal Retirement Benefit, reduced at the rate of one-third (1/3) of one percent (1%) per month or four percent (4%) for each year you are younger than the Normal Retirement Age, as defined in the Plan, on the commencement date of your Early Retirement Benefit.

Based upon the example under the Normal Retirement Benefit, if your benefit accrued at Normal Retirement Age is Two Thousand Two Hundred Forty Eight Dollars (\$2,248.00) per month, but you elect to retire at age fifty-five (55), your Early Retirement Benefit would be calculated as follows:

Normal Retirement Benefit (prior to reduction for Early Retirement):	\$2,248.00/month
Less: Early Retirement reduction - 4% x 7 (number of years under age 62): 28%	(629.44)
Early Retirement Benefit:	\$1,618.56/month

Commencement of Early Retirement Benefit: Upon meeting the eligibility requirements for an Early Retirement Benefit you will become entitled to receive your Early Retirement Benefit effective as of the first day of the month following the receipt of your application. You will continue to receive your benefit monthly for your remaining lifetime.

Note: Your Early Retirement Benefit may not exceed the maximum benefit allowed by law. (Please refer to Maximum Benefit Limits -page 24 of this SPD). In addition, please refer to the Required Minimum Distribution requirements of benefits on page 24.

Total and Permanent Disability Benefits

Eligibility for Total and Permanent Disability Benefit: You will be eligible to receive a Total and Permanent Disability Benefit provided that:

- (A) You have at least ten (10) Years of Service;
- (B) You are an Active Participant having accrued at least a total of forty (40) Hours Worked in the two (2) preceding Plan Years prior to your disability;
- (C) You are totally and permanently disabled, as defined by the Plan; and
- (D) You have elected and applied for a Total and Permanent Disability Benefit on a form furnished by the Trustees, and the Trustees shall have approved your application; and
- (E) You are under fifty seven (57) years of age; and
- (F) You have not performed any Non-covered Brick and Masonry Employment within the Same Geographic Area of the Fund on or after May 1, 1994.

If your Total and Permanent Disability is due to chronic alcoholism, your Total and Permanent Disability benefit will terminate following the twelfth (12th) monthly payment. To receive any additional Total and Permanent Disability benefits, you must reapply for the benefit and submit

evidence satisfactory to the Trustees that you have made reasonable efforts for rehabilitation. Such reapplication shall be required at the end of each twelve (12) month period and required evidence of your disability must be submitted with each reapplication.

The Trustees shall have the power to require any Participant claiming to be Totally and Permanently Disabled to be examined by a physician or clinic chosen by the Trustees in their discretion as they deem appropriate provided examination is not required more frequently than once in any twelve (12) month period. In addition, the Trustees may require the Participant to submit evidence of a Social Security Disability Award.

Amount of Total and Permanent Disability Benefit: Your Total and Permanent Disability Benefit will be a monthly benefit equal to seventy percent (70%) of your total accrued benefit, as calculated for a Normal Retirement Benefit. For example, if you become disabled on June 1, 2006 and apply for your benefit on July 1, 2006, after having worked within the jurisdiction of the Plan since 1968 with total contributions made on your behalf of Fifty Thousand Dollars (\$50,000.00) through April 30, 2003, Five Thousand Dollars (\$5,000.00) from May 1, 2003 through April 30, 2005 and Three Thousand Dollars (\$3,000.00) from May 1, 2005 through June 30, 2006, your Total and Permanent Disability Benefit will be equal to seventy percent (70%) of your total accrued benefit as of the date you are determined to be totally and permanently disabled and would be calculated as follows:

Normal Retirement Benefit:

$$\$50,000.00 \times 4.10\% = \$2,050.00/\text{month}$$

$$\$5,000.00 \times 3.00\% = \$150.00/\text{month}$$

$$\$3,000.00 \times 1\% = \$30.00$$

Total and Permanent Disability Benefit:

$$\$2,230.00 \times 70\% = \$1,561.00/\text{month}$$

Commencement of Total and Permanent Disability Benefit: You will become entitled to receive your Total and Permanent Disability Benefit effective as of the first day of the month next following receipt of your application by the Trustees. You will receive your benefit monthly during continued eligibility for disability benefits, with the last payment to be made on the earlier of the first day of the calendar month following the month you attain age fifty-seven (57) or the first day of the calendar month preceding your death.

Termination of Total and Permanent Disability Benefit: Your Total and Permanent Disability Benefits will be terminated if:

- (A) You engage in or perform work within the Same Industry, as contained in the provisions of the Collective Bargaining Agreement.
- (B) The Trustees determine on the basis of medical findings that you have sufficiently recovered to resume a regular occupation or employment for profit or remuneration within the Same Industry, Trade or Craft, or
- (C) You refuse to undergo a medical examination requested by the Trustees; provided, however, this may not be required more frequently than once per year, or
- (D) You attain fifty seven (57) years of age.

At such time as a Participant who is receiving a Total and Permanent Disability Benefit from the Plan reaches the age of fifty-seven (57), his benefit will be terminated. Thereafter, the disabled Participant will be offered the right to receive an Early Retirement Benefit as a straight-life form of payment or to defer the commencement of future benefits until his Normal Retirement Age. A married Participant and Spouse at that time also will be offered the right not to receive a Qualified Joint and Survivor Benefit.

Reemployment after Termination of Total and Permanent Disability Benefits: In the event your Total and Permanent Disability Benefit is terminated under the Plan, and you retire under the Plan in the future, the calculation of your reinstated benefits will include any additional benefits earned during your period of reemployment.

Normal Form of Benefit For Married Participants (Qualified Joint and Survivor Benefit)

Qualified Joint and Survivor Benefit -The Qualified Joint and 50% Survivor Benefit provides a reduced monthly income to the Retired Participant for his lifetime, with a Survivor Benefit for the life of the Spouse, if surviving at the time of the Retired Participant's death, which is not less than fifty percent (50%) of the amount that is payable to the Retired Participant.

Note: (For Active Participants retiring on or after January 1, 2000) - An optional Qualified Joint and 100% Survivor Benefit is also available which provides a reduced monthly income to the Retired Participant for his lifetime, with a Survivor Benefit for the life of the Spouse, if surviving at the time of the Retired Participant's death, which is equal to one hundred percent (100%) of the amount that is payable to the Retired Participant.

Eligibility for Qualified Joint and Survivor Benefit: If you have a Spouse at the date of your retirement, your Normal or Early Retirement Benefit to which you are entitled will be payable in the form of a Qualified Joint and Survivor Benefit, unless both you and your Spouse elect not to receive your benefit in this form.

Right of Election: Qualified Joint and Survivor Benefit: In lieu of the Qualified Joint and Survivor Benefit, a Participant may elect the Normal or Early Retirement form of payment and thereby waive the Qualified Joint and Survivor Benefit. In order that each Participant may have an adequate opportunity to make an election, an election period is established under the Plan which in the case of the Qualified Joint and Survivor Benefit shall begin no more than ninety (90) days or less than thirty (30) days prior to the Participant's benefit commencement date. During the election period each Participant shall have the right to receive a written explanation of: (a) the terms and conditions of the Qualified Joint and Survivor Benefit; (b) the Participant's right to make an election to waive the Qualified Joint and Survivor Benefit; (c) the right of the Participant's Spouse to consent to any election to waive the Qualified Joint and Survivor Benefit; (d) the right of the Participant to revoke such election and effect of such revocation; and (e) any other explanation required under Section 401(a)(11)(E) or 417(a)(3)(A) of the Internal Revenue Code and any regulations thereunder.

The Participant, with proper spousal consent, may elect to waive the thirty (30) day notice requirement and elect to commence benefits under this Plan at least seven (7) days after the explanation of benefits has been provided to them.

Any election to waive the Qualified Joint and Survivor Benefit shall not take effect unless one of the following conditions is satisfied:

(A) The Spouse of the Participant consents in writing to such election, the Spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or a notary public.

(B) It is established to the satisfaction of a Plan representative that the consent required under sub-section (a) above may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Secretary of Treasury regulations prescribe.

Any consent by a Spouse, or establishment that the consent of a Spouse cannot be obtained, shall be effective only with respect to such Spouse.

A Participant may revoke any election previously made if made prior to the commencement of the payment of benefits under this Plan. The number of revocations shall not be limited. An election may not be revoked after payment of benefits has commenced. All elections and revocations must be made on the appropriate forms available from the Fund Office and shall be effective only upon completing, signing and filing of the form with the Administrative Manager.

Amount of Qualified Joint and Survivor Benefit: The Qualified Joint and Survivor Benefit provides a reduced monthly benefit that represents the actuarial equivalent of the Normal or Early Retirement Benefit to which the Participant is otherwise entitled. The factors needed to determine the reduced amount of monthly income is obtained from a Table of Factors that has been prepared by the Plan actuary and is based on the age of the Participant and the Participant's Spouse. The amount of the monthly benefit will be calculated by multiplying the appropriate factor from the Table of Factors by the monthly amount of the Normal or Early Retirement Benefits.

In accordance with the Qualified Joint and 50% Survivor Benefit provisions, upon the death of the Participant, fifty percent (50%) of the monthly benefit (or one hundred percent (100%) of the monthly benefit under the optional Qualified Joint and 100% Survivor Benefit), which had been payable to the Participant shall be continued to the Participant's Surviving Spouse for her remaining lifetime.

If the Retired Participant's Spouse should pre-decease the Retired Participant, the amount of the Retired Participant's benefit will be increased to the amount of the benefit that would have been payable if the Retired Participant had not elected the Qualified Joint and Survivor Benefit to be effective on the first day of the month following the Spouse's death.

For example, if your Normal Retirement Benefit is Two Thousand Two Hundred Forty Eight Dollars (\$2,248.00) per month and you are age sixty two (62) and your Spouse is age sixty (60), your Qualified Joint and 50% Survivor Benefit would be calculated as follows:

Normal Retirement Benefit: \$2,248.00/month

Qualified Joint and 50% Survivor Benefit –

87% Factor:	\$1,955.76/month (Retired Participant's Benefit)
	50%
	\$ 977.88/month (Spouse's Benefit, if surviving upon your death)

If your Spouse should pre-decease you, your benefit would be increased to Two Thousand Two Hundred Forty Eight Dollars (\$2,248.00) per month for your remaining lifetime, to be effective on the first day of the month following your Spouse's death.

For Retired Participants who have elected the optional Qualified Joint and 100% Survivor Benefit, your Qualified Joint and 100% Survivor Benefit would be calculated as follows based on your age of sixty-two (62) and your Spouse's age of sixty (60):

Normal Retirement Benefit: \$2,248.00/month

Qualified Joint and 100% Survivor Benefit -

76% Factor	\$1,708.48/month (Retired Participant's Benefit)
	\$1,708.48/month (Spouse's Benefit, if surviving upon your death)

If your Spouse should pre-decease you, your benefit would be increased to Two Thousand Two Hundred Forty Eight Dollars (\$2,248.00) per month for your remaining lifetime, to be effective on the first day of the month following your Spouse's death.

Commencement of Qualified Joint and Survivor Benefit: You will become entitled to receive your Qualified Joint and Survivor Benefit effective as of the first day of the month next following the receipt of your application by the Trustees.

All monthly benefits under the Qualified Joint and Survivor Benefit provisions will continue for the lifetime of the Participant, with the last payment to be made on the first day of the calendar month preceding the Participant's death. Monthly benefits will be continued thereafter to the Spouse in accordance with the Plan provisions.

Note: Your Qualified Joint and Survivor Benefit may not exceed the maximum benefit allowed by law. (Please refer to Maximum Benefit Limits - page 24 of this SPD. In addition, please refer to the Required Minimum Distribution requirements of benefits on page 24.

Death Benefits

Qualified Pre-retirement Survivor Benefits:

(A) If you have reached age fifty-five (55) and completed at least five (5) Years of Service prior to your death, a death benefit will be payable to your Surviving Spouse as of the first day of the month following receipt of application by the Trustees, with payment to be made retroactive to the first day of the month following the date of your death.

The benefits payable to your Surviving Spouse will be equal to the amount which she would have received had you retired under the Qualified Joint and 50% Survivor Benefit on the day before the date of your death. Payment of such benefit to the Surviving Spouse shall commence on the earliest date on which, under the Plan, the deceased Participant could have elected to receive benefits and should be paid monthly thereafter, ceasing with the month in which the death of such spouse occurred.

In lieu of the Survivor benefit, as indicated above, your Surviving Spouse may have the option of electing to receive a Five-Year Certain Benefit, as described in Item (D) of this

section, provided the Actuarial Value of the benefit is not less than the value of the Qualified Pre-Retirement Survivor Benefit.

(B) If you are a Vested Participant with at least five (5) Years of Service and you die prior to attaining age fifty-five (55), a Qualified Pre-retirement Survivor Benefit will be payable to your Surviving Spouse. The Qualified Pre-retirement Survivor Benefit is equal to the benefit that would have been paid to your Spouse under the following circumstances:

- (1) You had separated from Service on the date of your death;
- (2) You had survived to the first day of the month after your attainment of age fifty-five (55); and
- (3) You had commenced receiving payments under the Qualified Joint and 50% Survivor Benefit provisions on the first day of the month after your attainment of age fifty-five (55) and then immediately died.

Payment of such benefit to the Surviving Spouse shall commence on the earliest date on which, under the Plan, the deceased Participant could have elected to receive benefits and should be paid monthly thereafter, ceasing with the month in which the death of such spouse occurred.

In lieu of the Qualified Pre-retirement Survivor Benefit, your Surviving Spouse may have the option of electing to receive a Five-Year Certain Benefit, as described in Item (D) of this section, provided the Actuarial Value of the benefit is not less than the value of the Qualified Pre-Retirement Survivor Benefit. If the Surviving Spouse elects to waive the Survivor Benefit and receive her monthly benefit under the Five-Year Certain Benefit, as described in Item (D) of this section the sixty (60) monthly payments shall commence effective on the first day of the month following the Participant's death.

(C) If you are an unmarried Vested Participant, with at least five (5) Years of Service and die prior to the commencement of your retirement benefit, a death benefit will be payable to your Beneficiary in accordance with the provisions of the Five-Year Certain Benefit, as described in Item (D) of this section. The Death Benefit will be a monthly payment equal to your Accrued Benefit as of the date of your death and will be payable for a total of sixty (60) months. The Five-Year Certain Benefit will commence on the first day of the calendar month following the month of the application, with monthly payments to be made retroactive to the first day of the month following the date of your death.

(D) The alternate death benefit payable will be in accordance with the provisions of the Five-Year Certain Benefit. The Five-Year Certain Benefit is a monthly payment in an amount equal to the Participant's Accrued Benefit as of the date of the Participant's death, payable for a total of sixty (60) months. The Five-Year Certain Benefit will commence on the first day of the calendar month following the receipt of application, with monthly payments to be made retroactive to the first day of the month following the Participant's date of death. Monthly payments will continue for a total period of sixty (60) months. If the Beneficiary's death occurs prior to the receipt of sixty (60) monthly payments, the remainder of the sixty (60) monthly payments will be paid to the Beneficiary's estate. However, at the option of the Board of Trustees, the commuted value of any remaining

monthly payments following the death of the Beneficiary receiving monthly payments may be paid in a lump sum in full satisfaction of the Plan's obligation to any person.

Note: Under the Unemployment Compensation Act, the Plan is required to withhold twenty percent (20%) of federal income tax from benefits paid to a Surviving Spouse of a deceased Participant in the form of Pre-retirement Death Benefits unless the payments are made over the life expectancy of the Surviving Spouse, such as the Survivor Benefit described in Items A and B of this section.

In general, the twenty percent (20%) withholding requirement applies also to former Spouses who are "Alternate Payees". An individual is an Alternate Payee if the Payee's interest in the Plan results from a Qualified Domestic Relations Order, which is an order issued by a court usually in connection with a divorce or legal separation.

Distributions under the Plan to individuals other than the Participant's Spouse (or former Spouse as an Alternate Payee) do not constitute eligible rollover distributions under this Plan and are therefore not subject to the twenty percent (20%) mandatory income tax withholding requirements.

Post-retirement Death Benefits:

(A) Death of Participant. If a Retired Participant who was receiving a Qualified Joint and Survivor Benefit dies, the Surviving Spouse to whom the deceased Participant was married upon the commencement of his benefit shall receive monthly benefits for life, in an amount equal to one-half of the amount which had been payable to the Retired Participant under the Qualified Joint and 50% Survivor Benefit (or in an amount equal to the total amount which had been payable to the Retired Participant under the Qualified Joint and 100% Survivor Benefit). This part of the benefit will commence as of the first day of the month coincident with or next following the Participant's death and will terminate in the month in which the Surviving Spouse's death occurs.

(B) Death of Spouse. If the Spouse has pre-deceased the Retired Participant, the Retired Participant's benefit will be increased to the amount of the benefit that would have been payable if the Retired Participant had not elected the Qualified Joint and Survivor Benefit. See page 17.

(C) Death of Participant Under Five-Year Certain Benefit. If the Retired Participant was receiving monthly benefits in accordance with the provisions of the Five-Year Certain Benefit and his death occurs prior to the receipt of sixty (60) monthly payments, the Beneficiary will receive the remainder of the payments, commencing as of the first day of the month following the month in which the Retired Participant's death occurs, and will be payable as of the first day of each subsequent month until sixty (60) monthly payments have been made to the deceased Retired Participant and to the Beneficiary in the aggregate. If the deceased Participant had received at least sixty (60) monthly payments as of the date of his death, no death benefits will be payable.

If the Actuarial Value of the Post-retirement Death Benefit does not exceed Five Thousand Dollars (\$5,000.00), the Actuarial Value may be paid, upon election of the Surviving Spouse or Beneficiary in lump sum. Otherwise, the Post-retirement Death Benefit will be paid in the manner provided elsewhere in the Plan.

Beneficiary Designation: If you are married at the time of your death, your Spouse will be considered to be your Beneficiary, unless your Spouse has consented in writing to a Non-Spouse Beneficiary and the consent has been witnessed by a representative of the Plan or by a notary public. If you are not married, you may designate any person as your Beneficiary, but you must do so on a form supplied by the Board of Trustees.

If you die without designating a Beneficiary, the Death Benefit, if any, will be paid to your legal Spouse, if any. If your legal Spouse has pre-deceased you, or has ceased to be your legal Spouse, the death benefit will be paid to your legal child or children, in equal shares. If no legal Spouse or legal child/children is alive, the Death Benefit will be paid to the Executor or Administrator of your Estate.

Right of Election - Qualified Pre-retirement Survivor Benefit: The election period during which you and your Spouse may waive the Qualified Pre-retirement Survivor Benefit begins on the first day of the Plan Year in which you attain age thirty-five (35) and ends on the date of your death. The Plan is required to provide a notice to Participants regarding their rights to decline a Qualified Pre-retirement Survivor Benefit before the applicable election period. This notice is to be provided within the period beginning on the first day of the Plan Year in which the Participant attains age thirty-two (32) and ends with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35). The notice is comparable to the notice required with respect to the Qualified Joint and Survivor Benefit.

Application for Death Benefits: No death benefits payable under this Plan will be made to any Participant's Beneficiary(ies) unless application for the benefit is made within twelve (12) months after the date of the Participant's death. The Trustees may in any cases where the circumstances appear to warrant such action liberalize the foregoing requirement.

Distributions by Reason of Participant's Death: In the event of the Participant's death occurring after his benefit distribution has commenced but before the entire benefit has been paid, the remaining portion of the benefit will be distributed at least as rapidly as under the method of distribution being utilized as of the date of death.

If the Participant dies before distribution of his or her interest begins, distribution of the Participant's entire interest shall be completed by December 31, of the calendar year containing the fifth anniversary of the Participant's death except to the extent that an election is made to receive distributions in accordance with (a) or (b) below:

- (a) if any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the designated Beneficiary commencing on or before December 31, of the calendar year immediately following the calendar year in which the Participant died; and
- (b) if the designated Beneficiary is the Participant's Surviving Spouse, the date distributions are required to begin in accordance with (a) above shall not be earlier than the later of (1) December 31, of the calendar year immediately following the calendar year in which the Participant died and (2) December 31, of the calendar year in which the Participant would have attained age 70 ½.

If the Participant has not made an election pursuant to this Section by the time of his or her death, the Participant's designated Beneficiary must elect the method of distribution no later than the earlier of (1) December 31, of the calendar year in which the distributions would be required to begin under

this section, or (2) December 31, of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31, of the calendar year containing the fifth anniversary of the Participant's death.

Forfeiture of Non-mandatory Death Benefits: Your performance of Non-covered Brick and Masonry employment within the Same Geographic Area on or after May 1, 1994, will result in the loss of eligibility for non-mandatory death benefits.

Deferred Vested Benefits

Eligibility for Vested Benefit: You will be eligible to apply for a Vested Benefit if you are no longer employed by an Employer within the jurisdiction of the Fund and provided you are vested according to the schedule below. If you meet these eligibility requirements upon termination, you will be vested in a specific percentage of your Accrued Benefit as noted in the schedule. Your Vested Benefit will be payable when you reach your Early or Normal Retirement Age based on the Plan provisions and the Future Service Crediting rate in effect on the date you were last considered to be an Active Participant of the Plan.

Years of Service Required for Vesting:

(A) If you are covered by a Collective Bargaining Agreement, have at least one Hour of Service on or after May 1, 1997, and have at least five (5) Years of Service, you will be one hundred percent (100%) vested in your Accrued Benefit.

(B) If you are covered by a Collective Bargaining Agreement, have not had at least one Hour of Service on or after May 1, 1997, and have earned at least five (5) Years of Service, you will be vested in the following specific percentage of your Accrued Benefit:

Years of Service	Percent of Accrued Benefit
5 Years but less than 6	50%
6 Years but less than 7	60%
7 Years but less than 8	70%
8 Years but less than 9	80%
9 Years but less than 10	90%
10 Years or more	100%

(C) If you are not covered by a Collective Bargaining Agreement, in order to be vested, you must earn at least five (5) Years of Service and have at least one (1) Hour of Service after May 1, 1989.

Amount of Vested Benefit: The amount of your Vested Benefit will depend upon the particular type of Vested Benefit you select (Normal Retirement Benefit or Early Retirement Benefit) and the age and service necessary for such benefit. Your Future Service Benefit will be equal to a percentage of Employer contributions made on your behalf to the Fund on or after February 1, 1968, and based on the Future Service crediting rate in effect at the time you were last considered to be an Active Participant of the Plan. For Active Participants incurring a Break in Service on or after May 1, 2005, the Future Service Crediting Rate shall be as follows:

4.1% of Employer contributions for work from 2/1/68 through 4/30/03, plus
3.0% of Employer contributions for work from 5/1/03 through 4/30/05, plus
1.0% of Employer contributions for work on and after 5/1/05.

The Vested Benefit does not apply to circumstances in which Total and Permanent Disability Benefits are being paid. Also, no cash benefit will be paid at the time of your termination of employment. Your Vested Benefit may not exceed the maximum benefit allowed by law. (Refer to Maximum Benefit Limits section on page 24 of this SPD.)

When A Participant Returns To Work: In the event a Participant returns to employment with an Employer before benefit payments commence, then additional Service will be credited on his behalf from the date he returns to employment and Employer Contributions are again made on his behalf.

In the event a Terminated Vested Participant subsequently returns to employment with an Employer before benefit payments commence, the Plan provisions in effect after the Terminated Vested Participant returns to covered service shall apply to all service earned after his return to covered service.

V. COMMENCEMENT OF BENEFITS AFTER YOUR NORMAL RETIREMENT AGE

Generally, if you have retired from Covered Employment under the Plan, your benefits must commence no later than sixty (60) days following the close of the Plan Year that contains your Normal Retirement Age. If you become eligible for Normal Retirement and do not apply for your benefit by the 60th day after the close of the Plan Year during which you become eligible, the Fund Office will notify you of your eligibility.

If you elect to continue working beyond your Normal Retirement Age, you will not receive retirement benefits during the period you are working.

When a Participant who continues to work after his Normal Retirement Age and thereafter decides to retire, his Normal Retirement Benefit will be determined in accordance with regular Plan provisions. Such provisions give benefit credit for all work performed under the Plan prior to actual retirement. Benefit credit is earned for work performed both before and after Normal Retirement Age. There is a minimum monthly benefit at your late retirement age equal to the Actuarial Equivalent value of your Accrued Benefit earned as of your Normal Retirement Age.

Required Minimum Distribution: Regardless of whether or not you continue working, after your Normal Retirement Age, the law requires you to begin receiving your pension payments by April 1st following the calendar year in which you attain age seventy and one-half (70 ½). However, once you reach age seventy and one-half (70 ½), unless you are a five percent (5%) owner of an Employer, you will generally **not** be required to commence receipt of benefits until you stop working. However, you still have the option of beginning to receive payments beginning on April 1st following the close of the calendar year in which you reach age seventy and one-half (70 ½), even if you continue working.

VI. MAXIMUM BENEFIT LIMITS

Current provisions of federal income tax laws (known as Section 415 limitations) provide for maximum annual benefit limits. These rules may restrict the benefit to which you would be entitled under the Plan's benefit provisions.

Generally, you cannot receive a monthly pension payment that exceeds the federal limit on the dollar amount of your benefit. This dollar limit varies depending on your year of birth, age at pension commencement and year of retirement. **IF YOUR EARNED BENEFIT EXCEEDS THIS LIMIT, YOUR BENEFIT MUST BE REDUCED.**

An accurate calculation of your maximum benefit limit cannot be done until you retire. However, an approximate preliminary determination can be made prior to your retirement. If you wish to have this preliminary calculation made, please contact the Fund Office. The Fund Office is not required to provide this estimate more often than on an annual basis.

VII. TAXATION OF BENEFIT PAYMENTS

Your pension benefits are subject to federal (and possibly state) income taxes. Under federal law, income tax will be withheld automatically, unless you elect otherwise in writing. You will be sent an income tax form on which you may elect or reject the automatic withholding of taxes at the time your benefit application is received. You may also use this form to specify an amount other than the mandatory amount to be withheld.

You will be sent a form on which to make an election or rejection of the withholding tax at the beginning of each year. If, during the year, you should wish to change your election for the withholding of income tax, please contact the Fund Office.

If you receive a lump-sum distribution that is not rolled over to another tax-qualified plan or an individual retirement account (IRA), the payment will be subject to a mandatory twenty percent (20%) withholding.

VIII. SUSPENSION OF BENEFITS

If you are receiving any of the following types or forms of payment, your benefit shall be suspended at such time as all of the conditions set forth below are met:

Normal Retirement Benefit

Early Retirement Benefit

Qualified Joint and 50% Survivor Benefit (for married Participants only)

Qualified Joint and 100% Survivor Benefit (for married Participants only)

Deferred Vested Benefit (as provided under Normal or Early Retirement or as paid as a 50% or 100% Qualified Joint and Survivor Benefit)

Conditions:

(A) You are reemployed for forty (40) or more hours during any four (4) or five (5) week payroll period which falls within the calendar months of November through April in the Same Industry, Trade or Craft within the Same Geographical Area.

(1) The Same Industry is defined as returning to work within the Brick and Mason Industry as defined in the Collective Bargaining Agreement.

(2) The Same Trade or Craft is defined as the trade or craft from which you were employed at any time during your participation in the Plan and includes any supervisory or managerial activity that is reasonably related to the underlying skills associated with the trade or craft for which you were trained or in which you acquired your work experience.

(3) The Same Geographic Area is defined as the State of Ohio and portions of those states located as a part of a Standard Metropolitan Statistical Area, as defined by the U.S. Census Bureau.

Notification and Presumption: You are required to notify the Fund Office at such time as you become reemployed under the conditions set forth hereinbefore. In the event that you fail to comply with the Plan's notification requirements (by filing a Notice of Return to Work form), the Trustees may act on the basis of a presumption that you have exceeded the hours of reemployment allowable. Your benefit will be suspended immediately; and you will be notified accordingly. The Trustees shall have the right to apply the suspension retroactively to the initiation of work by your Employer at the job site. The Trustees may, in addition, request information from you concerning your reemployment activity, including tax withholding statements in any given period related to the suspected reemployment and any other reasonable information for the purpose of verifying such employment.

Upon application of the Presumption Rule, you shall be given the opportunity to come forward at a Suspension Review Proceeding and demonstrate that, in fact, you did not work the minimum number of hours of relevant service for the period in which your benefits were suspended.

Advance Determination: You shall have the right to request that an advance determination be made concerning the effect your reemployment will have on your retirement benefits. You must submit your request to the Fund Office on an appropriate form approved and provided by the Trustees and in accordance with the procedures established by the Trustees.

Resumption of Benefits: You may request resumption of your benefits at such time as you no longer meet the conditions of reemployment, as previously stated in this section. You must submit your request for resumption of your benefit on a form approved and provided by the Trustees.

Recovery of Overpayments: In the event that payments have been issued to you for any period during which your benefit should have been suspended, you shall be liable for the full amount of any overpayment(s). The manner and amount of the recovery of the overpayment(s) shall be provided to you in the Suspension Notice furnished to you at such time as your benefit is suspended.

Reinstatement of Retirement Benefits: Upon your termination of reemployment which resulted in the suspension of your retirement benefits, providing you have given the Fund Office a request for the resumption of your benefit on an appropriate form as approved and furnished by the

Trustees, your retirement benefit shall be resumed on the first day of the calendar month following the receipt of the required notice, as follows:

NORMAL RETIREMENT BENEFIT - If you were receiving a Normal Retirement Benefit at the time of the suspension of your benefit, the reinstated benefit shall be in the amount you were receiving prior to the suspension of your benefit, in addition to any amount realized for service resulting from such reemployment.

EARLY RETIREMENT BENEFIT - If you were receiving an Early Retirement Benefit at the time of the suspension of your benefit, the reinstated benefit shall be in the amount you were receiving prior to the suspension of your benefit, plus any amount realized for service resulting from such reemployment, reduced by the Early Retirement factor applicable to your current age.

QUALIFIED JOINT AND SURVIVOR BENEFIT - If you were receiving a Qualified Joint and Survivor Benefit, at the time of the suspension of your benefit, the reinstated benefit shall be in the amount as determined under the applicable type of retirement benefit you were receiving prior to the suspension of your benefit.

DEFERRED VESTED BENEFIT - If you were receiving a Vested Benefit at the time of the suspension of your benefit, the reinstated benefit shall be in the amount as determined under the applicable type of retirement benefit you were receiving prior to the suspension of your benefit.

Non-violation of Mandatory Commencement: The Plan's Suspension of Benefit Rules will not be applied in such a manner as to violate the rules related to mandatory commencement of your benefits. In particular, if you are working in Covered Employment, the required minimum distribution will not be suspended beginning with the April 1st payment following the close of the Plan Year in which you attain age seventy and one-half (70 ½). Any amount above the required minimum distribution will be suspended during the period that you are working in Covered Employment.

IX NON-COVERED BARGAINING-UNIT EMPLOYMENT SANCTIONS

The following non-covered bargaining-unit sanctions will be applied with respect to Participants who terminate their status as Employees covered under a Collective Bargaining Agreement and/or perform bargaining-unit work outside the scope of the Collective Bargaining Agreement.

PAST SERVICE BENEFITS - Any non-bargaining unit work in the industry on or after May 1, 1994, will result in the loss of eligibility for Past Service Benefits.

DISABILITY BENEFITS - Any non-bargaining unit work in the Industry on or after May 1, 1994, will result in the loss of eligibility for Disability Benefits.

PRE-RETIREMENT DEATH BENEFITS - Any non-bargaining unit work in the Industry on or after May 1, 1994 will result in the loss of eligibility for non-mandatory death benefits.

X. MISCELLANEOUS INFORMATION

Non-assignment of Benefits/Qualified Domestic Relations Orders (QDRO's): Generally, your pension benefits are not assignable. You cannot borrow on them and your creditors may not attach them. However, as part of a divorce settlement, a court may assign part or all of your benefits to an "Alternate Payee" (generally your former Spouse and/or dependent children) through a Qualified Domestic Relations Order (QDRO). The Trustees must honor the terms of any valid QDRO which is submitted to them. You may obtain a copy of the Fund's procedures concerning QDROs by sending in a written request to the Fund Office.

Your Pension Plan is subject to economic and mortality fluctuations; however, every possible effort will be made by the Trustees to make certain that the maximum benefits which are actuarially allowable will be paid. Actuarial calculations will be made under the Plan on an annual basis to assure a smooth flow of benefits and establishment of adequate reserves.

It is intended that at all times this Plan will be fully qualified by the Director of Internal Revenue and authority has been given to the Trustees to amend or change the terms and provisions of the Trust Agreement and/or Pension Plan as may be required to maintain this qualified status.

A Participant may not receive more than one type of benefit at the same time except that a Participant may receive a benefit as the Spouse or the Beneficiary of a deceased Participant.

The amount of all benefits payable under this Plan will be calculated according to the provisions of the Pension Plan in effect at the time the Vested Participant separates from all employment with all Employers. A Vested Participant will be considered to have separated from all employment with all Employers when he fails to accrue at least one Year of Service out of two (2) consecutive Plan Years.

The Trustees shall have full discretionary authority to determine eligibility for benefits or to construe the terms of the Plan and may adopt rules and regulations thereto. The decisions of the Trustees in all matters pertaining to the administration of the Trust shall be final. The Board of Trustees, as the administrator of the Plan and Trust, shall have complete control of the administration of the Plan and Trust, subject to the provisions hereof, with all powers necessary to enable it to properly carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Trustees shall have full authority and discretion to construe, interpret and apply all provisions of the Trust and Plan to determine all questions that may rise hereunder, including all questions relating to the eligibility of Participants to participate in the Plan, the amount of any benefit to which any Participant, Beneficiary, Spouse, or contingent annuitant may become entitled hereunder and to determine all appeals subsequent to any determination upon application for benefits. Specifically, the Trustees shall have full and complete authority and discretion to make any determinations or findings of fact regarding any claims and appeals of any benefit determinations. Its decision upon all matters within the scope of its authority shall be final.

XI. HOW TO APPLY FOR BENEFITS

General Information

If you believe you are eligible to receive any type of benefit from this Plan, you should first contact the Fund Office and obtain a benefit application.

You must file an application for benefits on the form approved by the Board of Trustees and once you complete the application it should be returned to the Fund Office along with proof of your age (birth certificate, baptismal record, passport, etc.). The Fund Office will also, during the application process, provide you an explanation of the Qualified Joint and Survivor Benefit, if you are a married Participant.

Applying for Retirement Benefits

A written application for retirement benefits must be filed at least thirty days prior to the date you wish to retire. You must provide all of the requested documentation along with the completed and signed application before your claim for benefits will be considered.

In some cases, the Administrative Manger may need additional information in order to make a determination on your claim for benefits. If you are asked to provide more information, you will have to respond to the request in order to be considered for retirement benefits.

You will receive a decision on your application for retirement benefits within ninety (90) days from the date the Fund receives your completed application.

Applying for Disability Benefits

A written application for disability benefits must be filed as soon as you meet the eligibility requirements and wish to commence Disability Benefits. You must provide all of the requested documentation along with the completed and signed application before your claim for benefits will be considered.

In some cases, the Administrative Manager may request that you submit to an independent medical review to determine whether you are eligible for a disability retirement benefit. You must submit to this medical review, if requested. The cost of this review will be paid by the Fund.

You will generally receive a decision regarding your claim for disability benefits within 45 days of the date you file your completed application. The Plan may delay making a decision for two additional thirty-day periods provided you are given notice in advance of that extension.

Applying for Death Benefits

A written application for a death benefit must be filed by the Beneficiary prior to the date he/she wishes to receive the distribution. He/she must provide all of the requested documentation including a certified copy of the death certificate along with the completed and signed application before the claim for benefits will be considered.

In some cases, the Administrative Manger may need additional information in order to make a determination on the application for benefits. If the Beneficiary is asked to provide more information, he/she will have to respond to the request in order to be considered for the death benefit.

The Beneficiary will receive a decision on his/her application for the death benefit within ninety (90) days from the date the Fund receives the completed application.

If the Beneficiary's application is approved, he/she will receive a notice stating the amount and duration of the benefit.

Notice of Adverse Determination

Should the Administrative Manager find that you are not entitled to the requested benefit, you will be provided with a written notice of the denial. This notice will include the following important information:

- (A) The specific reason for the denial;
- (B) The sections in the Plan and/or Summary Plan Description upon which the denial was based;
- (C) A description of additional information which you may be able to provide that is necessary for your application for benefits and why it is necessary;
- (D) A copy of these procedures which describe the Plan's appeals procedures;
- (E) The notice of any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy; and
- (F) A notice of your right to a written explanation of any exclusion which affects your application, if applicable.
- (G) Notice of your right to appeal to the Board of Trustees.

Procedure for filing an Appeal with the Board of Trustees

You must file a written notice that you wish to appeal the denial of your application for benefits. This written notice must be received by the Fund Office within sixty (60) days from the date of the Notice of the Adverse Benefit Decision. If you are appealing an Adverse Benefit Decision based upon a request for Disability Benefits, you must provide notice to the Plan Office within one hundred eighty (180) days of the date of the Notice of the Adverse Benefit Decision. Your written notice of appeal must include your name, current address and the date of the decision you are appealing. You may also send any comments, documents or other information you feel will assist the Trustees in making a decision on appeal. You have the right to request copies of any documents relevant to your application for benefits free of charge from the Plan.

An appeal must be addressed as follows:

Bricklayers & Allied Craftsmen Local No. 7 Pension Fund
c/o Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, OH 44515
(800) 435-2388

Your appeal of an adverse benefit determination on your application for benefits will be considered by the Board of Trustees no later than at its regular quarterly meeting, which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal. In the case of a Disability Retirement Benefit application the Board of Trustees shall consider such an appeal within forty five (45) days following receipt of the appeal.

You will receive written notice of this decision by the Trustees, within five (5) days of the meeting. In the event that your appeal is denied, you will receive a Notice of the Adverse Benefit Decision on Appeal which includes the following important information:

- (A) The specific reason for the denial;
- (B) The sections in the Plan and/or Summary Plan Description upon which the denial was based;
- (C) A statement advising you any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy;
- (D) A notice of your right to a written explanation of any exclusion which affects your claim, if applicable;
- (E) A notice of your right to file suit under Section 502(a) of ERISA; and
- (F) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local US Department of Labor Office and your State insurance regulatory agency."

This plan does not offer any voluntary arbitration provisions. The decision of the Board of Trustees under this procedure is final and binding upon the parties. You must exhaust this claim procedure prior to having the claim reviewed through any other means, including litigation.

If you have any questions regarding the filing of a claim for benefits under this procedure, please contact Compensation Programs of Ohio, Inc., the Administrative Manager, at (800) 435-2388.

XII. STATEMENT OF YOUR RIGHTS UNDER ERISA

ERISA stands for the Employee Retirement Income Security Act which was signed into law in 1974.

This federal law establishes certain minimum standards for the operation of employee benefit plans, including the Bricklayers & Allied Craftsmen Local No. 7 Pension Plan. The Trustees of your Plan, in consultation with their professional advisors, have reviewed these standards carefully and have taken steps necessary to assure full compliance with ERISA.

ERISA requires that Plan Participants and Beneficiaries be provided with certain information about their benefits, how they may qualify for benefits and the procedures to follow when filing a claim for benefits. This information has already been presented in the preceding pages of this SPD.

ERISA also requires that Participants and Beneficiaries be furnished with certain information about the operation of the Plan and about their rights under the Plan.

READ THIS SECTION CAREFULLY. Only by doing so can you be sure that you have the information you need to protect your rights and your best interests under this Plan.

(A) ERISA provides that all Plan Participants shall be entitled to:

(1) Examine, without charge, at the Fund Office and at other specific locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the public disclosure room of the Pension and Welfare Benefit Administration.

(2) Obtain, upon written request to the Administrative Manager or Board of Trustees, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements and a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrative Manager may make a reasonable charge for the copies.

(3) Receive a summary of the Plan's annual financial report. The Administrative Manager is required by law to furnish each Participant with a copy of this Summary Annual Report.

(4) Obtain a complete list of employers sponsoring the Plan upon written request to the Administrative Manager which list is available for examination by Participants and Beneficiaries.

(5) In addition, Participants and Beneficiaries may obtain from the Administrative Manager, upon written request, information as to whether a particular employer or employee organization is a sponsor to the Plan and if the employer or employee organization is a plan sponsor, the sponsor's address.

(6) Obtain a statement telling you whether or not you have a right to receive a pension at Normal Retirement Age and, if so, the amount of your Normal Retirement Benefit. If you do not have a right to a pension, the statement will tell you the number of years you have to work to be eligible to receive a pension. This statement must be requested in writing and is not required to be given more than once per year.

(B) 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.

(C) 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 to which you may be entitled, or exercising your rights under ERISA.

(D) If you have a claim for a pension benefit is denied or ignored, in whole or in part, you have the 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.

(E) 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 thirty (30) days, you may file suit in Federal court. In such

a case, the court may require the Plan Administrative Manager 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 Administrative Manager. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

(F) If you have any questions about your Plan, you should contact the Plan Administrative Manager or the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Trustees, you should contact the nearest area office of the U.S. Labor-Management Services Administration, Department of Labor or the Pension and Welfare Benefits Administration, whose offices are located at:

1730 K Street
Suite 556
Washington, DC 2006
Tel: (202) 254-7013

Or

1885 Dixie Highway
Suite 210
Ft. Wright, Kentucky 41011-2664
Tel: (606) 578-4680

Or

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

XIII. ADDITIONAL INFORMATION REQUIRED BY ERISA

(A) Name of Plan: Bricklayers & Allied Craftsmen Local No. 7 Pension Plan.

(B) Plan established and maintained by: Board of Trustees, Bricklayers & Allied Craftsmen Local No. 7 Pension Fund, c/o Compensation Programs of Ohio, Inc., 33 Fitch Boulevard, Austintown, Ohio 44515 (telephone: (330) 270-0453 or (800) 435-2388).

(C) Sponsoring Employers: Upon written request to the Fund Office, you may receive information as to whether a particular Employer is a sponsor of this Plan. If he is, the Fund Office will furnish his address.

(D) Employer Identification Number (EIN): 34-6666798

(E) Plan Number: 001

(F) Type of Pension Plan: The Bricklayers & Allied Craftsmen Local No. 7 Pension Plan is referred to as a Defined Benefit plan. This means that the dollar amount of benefits provided is based on either Years of Service or the amount of contributions paid on behalf of the Participant. The exact dollar amount of the contributions is determined by collective bargaining between the Union and the Employers. The level of benefits is determined actuarially considering contribution income, mortality rates, turnover of Employees, general economic conditions and other factors affecting fund income and costs. Actuarial valuations are performed by the enrolled actuaries retained by the Trustees on the Participant's behalf. Cost projections and determining benefit levels are done in consultation with the actuary. Although the Trustees and professional advisors make every effort to fix benefit levels accurately, benefit levels are subject to adjustments depending on changes in economic conditions, results of collective bargaining and other necessary changes related to actuarial assumptions.

(G) Type of Administration of the Plan: Although this Plan technically is administered and maintained by the Joint Board of Trustees for the Bricklayers & Allied Craftsmen Local No. 7 Pension Plan, the Trustees have delegated certain administrative functions to a professional administrator, who is known as the Administrative Manager. Address all communications with the Board of Trustees to :

Board of Trustees
Bricklayers & Allied Craftsmen Local No. 7 Pension Fund
c/o Compensation Programs of Ohio, Inc.
33 Fitch Boulevard
Austintown, OH 44515
Telephone: (330) 270-0453 or (800) 435-2388

(H) Agent for Service of Legal Process: Service of legal process may be made upon William B. Gore, Macala, Baasten, McKinley & Gore, L.L.C., 4150 Belden Village Street, Suite 604, Canton, Ohio 44718.

Service of legal process may also be made upon the Board of Trustees or any individual Trustee.

(I) Name, Title and Address of Principal Place of Business of Each Trustee:

Union Trustees
Anthony Gradisher
1095 Shannon Avenue
Barberton, Ohio 44203

Jack P. Green
Bricklayers Local No. 7
908-1/2 North Main Street
Akron, Ohio 44310

Management Trustees
Thomas Brown
748 McCauley Road
Stow, Ohio 44224

Joseph Hercules
5060 Karen Drive
Akron, Ohio 44319

Bruce Vance
1539 Broad Boulevard
Cuyahoga Falls, Ohio 44223

Elmer J. Huszar
10381 Sudbury Court NW
North Canton, Ohio 44720

(J) **Collective Bargaining Agreement:** This Plan is maintained pursuant to a Collective Bargaining Agreement between the Bricklayers & Allied Craftsmen Local No. 7 Pension Fund and the various participating Employers. You may obtain a copy of the Collective Bargaining Agreement by writing to the Plan Administrative Manager, or you may examine it at the Fund Office.

(K) **Sources of Contributions:** This Plan is funded through contributions by the Employers on behalf of their Employees, under the terms of a Collective Bargaining Agreement, and by investment income earned on a portion of the Plan's assets. The Plan is subject to periodic actuarial review to assure that the relationship between income and benefit costs meet the funding standards required by ERISA.

(L) **Funding Medium for the Accumulation of Plan Assets:** Assets are accumulated and benefits are provided by the Trust Fund. Some Plan assets are invested. These investments are made only after consultation with professional investment managers employed by the Plan and in accordance with the investment policy and guidelines established by the Board of Trustees.

(M) **Date of Plan's Fiscal Year End:** April 30.

(N) **Statement of Plan Termination Insurance:** 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 guarantees are set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's Years of Service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 per month times a Participant's Years of Service. For example, the maximum annual guarantee for a retiree with thirty (30) years of service would be \$5,850.

The PBGC guarantee generally covers: (1) Normal and Early Retirement Benefits; (2) Disability Benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provision that have been in place for fewer than five (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 Administrative Manager or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number).

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

The PBGC Office of Communications may also be reached by calling: (202) 254-4817.