PACIFIC COAST ROOFERS PENSION PLAN

SUMMARY PLAN DESCRIPTION

2016

PACIFIC COAST ROOFERS PENSION PLAN

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San Jose CA 95119
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ABOUT THIS BOOKLET

This booklet is the legally required summary plan description (SPD) for the Pacific Coast Roofers Pension Plan ("Pension Plan" or "Plan"). It is designed to give you an overview of the Plan by providing brief descriptions of available pension benefits, the rules governing the eligibility and payment of those benefits and your rights and responsibilities as a Plan Participant as of August 1, 2015.

If you retired or ceased to be a Participant prior to this date, some of the benefit descriptions may not apply to you. If you are in this situation, you may wish to call the Plan Office to discuss what Plan provisions apply to your benefits.

By reading this booklet carefully, you will have information necessary to help you make decisions concerning your retirement as you go through your working career and when you decide to retire. In between SPD printings, announcement letters (referred to as "summaries of material modifications" or SMMs) will inform you of any material changes to the Plan. You should keep this SPD and any SMMs in a safe place. If you are married, please share them with your spouse and family.

Because information about the Plan is provided to you in summary form, this booklet cannot possibly address in detail every Plan rule that may apply to your personal situation. A legal document, sometimes referred to as a "plan document," contains the complete rules and regulations of the Plan. If there is any difference between the description of benefits in this booklet and the plan document, the plan document will prevail. Only the English language version of any documents will be used in making determinations under the Plan.

Only the Board of Trustees is authorized to interpret the terms of the Pension Plan. The Board of Trustees has broad discretion to determine eligibility and otherwise interpret the Plan. Any Trustee decision will be given judicial deference to the extent that it does not constitute an abuse of discretion. No Employer, Union, or other representative is authorized to interpret this Plan and neither the Plan nor its Board of Trustees will be bound by any incorrect information or interpretation that these other sources may provide.

The Plan's Board of Trustees reserves the right to change, modify or discontinue all or part of this Plan at any time. Any such changes are subject to the Plan's provisions and applicable laws. You will be notified of any material changes through SMMs issued by the Plan Office.

You may get a copy of any plan documents that you are entitled to receive by contacting the Plan Office at the address shown below. If you have any questions about your Pension Plan, please feel free to contact the Plan Office at the following address and telephone number.

Pacific Coast Roofers Pension Plan
c/o United Administrative Services
P.O. Box 5057
San Jose, CA 95150-5057
(408) 288-4400

NOTICIO. Este Libro contiene un resumen en ingles de sus derechos y beneficios en la Plan del Pacific Coast Roofers Pension Plan. Si usted tiene dificultad en entender alguna parte de este libro, comuniquese con Judy Sargent, la Administradora del Plan en P. O. Box 5057, San Jose, CA 95150-5057. Las horas de oficina son de 8:30 A.M. a 5:00 P.M., lunes a viernes. Usted tambien pueda llamar a la oficina del Plan (telefono (408) 288-4400) para ayuda.

TABLE OF CONTENTS

INTRODUCTION

The Pacific Coast Roofers Pension Plan was established on August 1, 1960 to provide retirement, death and disability benefits for eligible Participants and their families. Since then, it has been amended numerous times to comply with new legislation and to make changes to best meet the needs of its Participants.

Currently, the Plan is maintained in accordance with collective bargaining agreements between various Employers, and Local Unions 27, 36, 40, 49, 81, 95 and 220 of the United Union of Roofers, Waterproofers and Allied Workers. There are also contribution agreements between some Employers and the Union or between some Employers and the Trust that allow their non-Collectively Bargained Employees to participate in the Plan.

The Pacific Coast Roofers Pension Plan is a "defined benefit pension plan." In a defined benefit pension plan, the amount of any participant's benefit is determined by applying a stated formula. The benefit is considered "defined" because the formula allows participants to know the amount they are entitled to before they actually retire. Defined benefit pension plan benefits are insured to some degree by the Pension Benefit Guaranty Corporation (PBGC).

HOW THE PENSION PLAN WORKS

All Plan benefits are funded by Employer contributions. No employee contributions are required or permitted. Employer contributions received by the Trust are pooled together and invested along with other Plan assets in accordance with investment policies established by the Board of Trustees. Plan benefits and any administrative expenses are paid directly from the assets of the Pacific Coast Roofers Pension Trust.

SELECTED PENSION PLAN TERMS AND DEFINITIONS

The following are general definitions of some of the terms used in the Pension Plan. By reviewing these definitions, you will better understand the rules that pertain to the pension benefits provided by the Pacific Coast Roofers Pension Plan. The actual Plan rules and regulations ("Plan document") contain the official – and often more detailed – definitions used when administering the Plan. When defined terms appear in this booklet, they are generally capitalized so that you can recognize them as words that have special meaning.

- **"Covered Service"** means a classification of employment for which an Employer is obligated to contribute to the Trust in accordance with the terms of a collective bargaining agreement, any other contribution agreement acceptable to the Trustees, this Plan or the Trust Agreement.

- **"Connecting Noncovered Service"** means work which is not Covered Service, but which qualifies as Industry Service and is performed for an Employer. Connecting Noncovered Service must immediately follow or precede Covered Service or other Connecting

Noncovered Service or be part of a waiting period under a bargaining agreement with the Union during which contributions to the Trust are not required.

- **"Employer"** means any legal entity that qualifies as an Employer under the Trust Agreement and that is required to contribute to the Trust on behalf of employees who work in Covered Service.

- **"Hour of Service"** means any hour of employment for which you are paid, entitled to be paid or awarded back pay (whether pursuant to a final award or to an agreement by an Employer). Hours of Service may also be granted for certain periods of disability, maternity/paternity leave and Qualified Military Service.

- **"Industry Service"** means work which is all of the following:

  - It is for an employer whose business activities are of the type engaged in by any Employer who was required to contribute to the Plan at the time the retiree's benefits began; and

  - It makes use of one or more skills used in a job for which the Plan was at any time entitled to receive contributions on the retiree's behalf, or involves supervisory activities related thereto; provided that the skill was learned during a significant period of training or practice (whether or not acquired during Participation in the Plan) or relates to selling, retailing, managerial, clerical or professional occupations; and

  - It is in California, Oregon, Washington, or any other state in the United States where Employers were located who performed work (on other than isolated projects) for which contributions to the Plan were required at the time the retiree's benefits began.

  Interpretations of this definition of "Industry Service" shall be consistent with applicable Department of Labor regulations.

- **"Noncovered Roofing Service"** means any kind of work either as a roofer or waterproofer or roofing contractor (whether licensed or not) performed for a person or entity that does not have a collective bargaining agreement with the Union or any other Local Union with the United Union of Roofers, Waterproofers and Allied Workers requiring contributions on behalf of employees covered under the agreement, subject to certain geographical and time limits. Noncovered Roofing Service includes work as an employee or self-employed person and whether compensated or not.

- **"Plan Year"** means the 12-month period that the Plan uses for accounting purposes. Our Plan Year is August 1 through the next July 31.

- **"Qualified Military Service"** means any service in the Uniformed Services of the United States by any individual if such individual is entitled to reemployment rights with respect to such service under the Uniformed Services Employment and Reemployment Rights Act (USERRA). “Uniformed Services” means:

- the Armed Forces;
- the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full time National Guard duty;
- the commissioned corps of the Public Health Service; and
- any other categories of persons designated by the President of the United States of the United States in time of war or emergency.

SPECIAL RULES CONCERNING PARTICIPANTS WHO ARE SUBJECT TO THE PROVISIONS OF THE REHABILITATION PLAN

The passage of the Pension Protection Act of 2006 (PPA) resulted in a number of significant changes to the laws and rules governing the operation of retirement plans, including multiemployer defined benefit plans, such as the Pacific Coast Roofers Pension Plan. Among other things, PPA required plan actuaries to annually certify each plan as being in one of three funding zones – Critical (sometimes called the “Red Zone”), Endangered (sometimes called the “Yellow Zone”) or neither Critical nor Endangered (sometimes called the “Green Zone”).

Trustees of a plan certified as being in Endangered or Critical status are required to adopt a Funding Improvement Plan (for Endangered Status plans) or a Rehabilitation Plan (for Critical Status plans) designed to improve the financial health of the plan by presenting the collective bargaining parties with one or more “Schedules,” each consisting of increased employer contributions, benefit reductions or a combination of the two. Collective bargaining agreements entered into or renewed after the adoption of the original Rehabilitation Plan Schedules are required to contain the terms of one of the Schedules. The failure of the bargaining parties to agree on a Schedule within 180 days following the expiration of the prior collective bargaining agreement, results in a designated Default Schedule automatically being imposed on the employer and its employees. Each plan’s funding status is reviewed annually and, if necessary, its Funding Improvement or Rehabilitation Plan Schedules updated.

The passage of the Multiemployer Pension Reform Act of 2014 (MPRA) resulted in modifications to the original PPA provisions, including the creation of a new funding zone, Critical and Declining (sometimes called the “deep Red Zone”), as well as providing more options to trustees to address funding issues. MPRA also addresses what happens in the case of expiring collective bargaining agreements entered into to comply with one of the Schedules in the original Rehabilitation Plan. If the bargaining parties then fail to adopt a successor collective bargaining agreement within 180 days following the expiration of the prior collective bargaining agreement, the Employer and its Employees will then be bound by the terms (including any contribution rate increases) of the Schedule in place at the time the collective bargaining agreement expired.

CERTIFICATION OF CRITICAL STATUS AND THE ADOPTION OF A REHABILITATION PLAN

The Pacific Coast Roofers Pension Plan was first certified to be in Critical Status for the Plan Year beginning August 1, 2009. As required by PPA, the Board of Trustees adopted a Rehabilitation Plan containing a “Recommended Schedule” and a “Default Schedule.” All collective bargaining agreements were renegotiated to conform to the Recommended Schedule which called for higher employer contribution rates and benefit reductions. The benefit reductions took effect September 1, 2011 and included the elimination of early retirement subsidies, the elimination of Disability Benefits, the elimination or reduction of certain ancillary benefits such as death benefits and for higher Employer contribution rates. Additional benefit changes were adopted for benefits with Annuity Starting Date on or after August 1, 2014 and August 1, 2015. These changes, as well as ongoing Plan provisions are described in this booklet.

As of the writing of this booklet, the Plan continues to be certified as being in Critical Status for the Plan Year beginning August 1, 2015.

DETERMINING WHETHER A REHABILITATION PLAN SCHEDULE APPLIES TO YOUR BENEFITS

Whether the Recommended Schedule, Default Schedule or pre-Rehabilitation Plan applies to you is based on the following:

Participants Who Retired Prior to September 1, 2011

Generally, Participants who retired prior to September 1, 2011 are not affected by changes made by the Rehabilitation Plan and its Schedules. However, if a Participant returns to work, any benefits earned during such period of reemployment will be subject to the Rehabilitation Plan Schedule then applicable to the Participant’s work.

Participants not Retired as of September 1, 2011

Participants who terminated Covered Service before their Employer negotiated a collective bargaining agreement containing the terms of one of the Rehabilitation Plan Schedules had their benefits determined under the terms of the Recommended Schedule.

Participants who terminated or terminate Covered Service after their Employer negotiates a collective bargaining agreement containing a Rehabilitation Plan Schedule on or after August 1, 2010 have their benefits determined under the terms of that Schedule. This includes any Default Schedule or prior Schedule automatically imposed on the Employer.

Benefit reductions become effective when a Participant’s Employer’s collective bargaining agreement adopted after August 1, 2010 and containing terms consistent with one of the

Schedules is adopted – but not earlier than September 1, 2011 nor later than 180 days following the expiration date of the prior collective bargaining agreement.

A Participant's assigned Employer is the Employer for whom he/she has worked the most hours in Covered Service.

For non-Collectively Bargained Employees whose work is covered under the terms of a subscription agreement, the effective date for the benefit changes is September 1, 2011.

PARTICIPATION

WHEN YOU BECOME A PLAN PARTICIPANT

You first become a Pension Plan Participant after you complete at least 150 Hours of Service, including at least one Hour of Covered Service, during a Plan Year for an Employer that is required to contribute to the Plan on your behalf. Connecting Noncovered Service also counts towards becoming a Plan participant.

After satisfying the requirements described above, your Participation Date is the first date that you earned one Hour of Covered Service.

WHEN YOUR PARTICIPATION ENDS

You cease to be a Plan Participant when you die or on the last day of a Plan Year (July 31) in which you have a One Year Break in Service (see page 14), unless you are Vested (page 10). You may again become a Participant by meeting the initial Participation requirements described above.

HOW WORKING TIME COUNTS

This section explains how your working time counts towards:

- Becoming eligible for retirement benefits;
- The calculation or accrual of those retirement benefits;
- Becoming eligible to provide death benefits to your survivors and the amount of those death benefits; and
- Becoming Vested which gives you a non-forfeitable right to a future retirement benefit.

Once you become a Plan Participant, you can earn Future Service Credit for employment while you are a Plan Participant. You may also be entitled to Past Service Credit based on certain types of employment you worked in prior to August 1, 1971 and before you became a Plan Participant.

PAST SERVICE CREDIT

You may be eligible for Past Service Credit if, before you became a Plan Participant, you worked in a job before August 1, 1971 that the Plan now considers Covered Service.

Past Service Credit can be added to your other service credit to determine whether you are Vested, are eligible for a benefit and, except as noted below, to increase the amount of your retirement benefit.

Eligibility for Past Service Credit

Hours of Covered Service Requirement

Generally, you are eligible for Past Service Credit if you meet one of the hours requirements shown below during your three-year Past Service Eligibility Period based on contributions having been made on your behalf to a Union health and welfare plan.

- At least 1,500 Hours of Covered Service; or
- At least 1,000 Hours of Covered Service if you were at least age 50 at the end of your Past Service Eligibility Period; or
- At least 750 Hours of Covered Service if you were at least age 60 at the end of your Past Service Eligibility Period

Determining Your Past Service Eligibility Period

If you have past service in the jurisdiction of Local Union 49, your Past Service Eligibility Period is January 1, 1959 through December 31, 1961. In all other cases, your Past Service Eligibility Period is one of the following three-year periods – whichever is found to be to your advantage:

- Period preceding your Participation Date if it is prior to August 1, 1971.
- Period preceding the first day prior to August 1, 1971 for which a contribution was received on your behalf.
- Period preceding the effective date of the Union's first negotiated contributions to the Plan prior to August 1, 1971, except that contributions and credits prior to that date are ignored for all purposes.

- The three-year Past Service Eligibility Period is extended back to the extent necessary so that it will include 1,095 days when you were not on an Excused Absence.

Service That Is Not Eligible for Past Service Credit

The Plan will not grant Past Service Credit for benefit accruals for any time that you work in a classification for which your Employer was not required to contribute to the Plan, such as time that you may have worked as an apprentice before minimum apprentice contribution rates were established in a collective bargaining agreement applicable to your work.

Amount of Past Service Credit

If you are eligible, the Plan will grant you one-quarter of a year of Past Service Credit for both Vesting and Benefit Accrual Credit for every calendar quarter in which you performed any work in Covered Service during the 23 ½ year period ending with the calendar quarter preceding the one in which your Past Service Eligibility Period ends.

Past Service Credit for Non-Collectively Bargained Participants

If you are a non-Collectively Bargained Participant, you are eligible for Past Service Credit if your Employer (1) agreed to this in writing as part of its Contribution Agreement with the Plan and (2) made a lump sum payment to the Plan covering the actuarial cost of the Past Service Credit being granted.

Eligibility for and calculation of Past Service Credit for non-Collectively Bargained Employees is detailed in the Plan document. If you believe this situation applies to you, contact the Plan Office to confirm that you are eligible for this Past Service Credit and for a calculation of the amount of your Past Service Credit.

FUTURE SERVICE CREDIT

Future Service Credit is earned for employment while you are a Plan Participant. How you earn Future Service Credit in a Plan Year depends on (1) the contribution rate of your Jurisdictional Area and (2) your Hours of Service (for use in determining your eligibility for benefits) and/or Hours of Covered Service (for use in determining the amount of your benefit earned prior to August 1, 1981).

Your “Jurisdiction Area” for a Plan Year is the one in which you earn the most Hours of Covered Service during that Plan Year. The “Contribution Rate” of your Jurisdictional Area is the highest rate in effect for at least 10 full months of the Plan Year.

Prior to August 1, 1981, earning Future Service Credits also results in you earning Vesting Credits and Benefit Accrual Credits. On or after August 1, 1981, Future Service Credits are only applied towards earning Vesting Credits. How Future Service Credits result in Benefit Accrual Credits and Vesting Credits are discussed separately in the two following sections.

Future Service Credit for Benefit Accrual Credit Prior to August 1, 1981

Refer to the following chart to determine your Benefit Accrual Credit for Plan Years before August 1, 1981. Benefit Accrual Credit is only earned using Hours of Covered Service and not Hours of Service.

Future Service Benefit Accrual Credit Schedule		
Contribution Rate of Jurisdiction Area for the Plan Year	**Hours of Covered Service for the Plan Year**	**Benefit Accrual Credit for the Plan Year**
$1.10 or more	870 or more	1/1200
	150-869	1/1200
	Less than 150	-0-
$0.90 - $1.09	870 or more	1/1500
	150-869	1/1500
	Under 150	-0-
Under $0.90	1500 or more	1.0
	1350-1499	.9
	1200-1349	.8
	1050-1199	.7
	900-1049	.6
	750-899	.5
	600-749	.4
	450-599	.3
	300-449	.2
	150-299	.1
	Less than 150	-0-

You receive a monthly dollar amount towards your total benefit for each Benefit Accrual Credit earned prior to August 1, 1981 and a proportionate dollar amount for fractions of a Benefit Accrual Credit.

For Hours of Covered Service worked on and after August 1, 1981, Benefit Accrual Credits are no longer earned based on Future Service Credit. Instead, your benefit earned on or after August 1, 1981 is based on a percentage of the Employer contributions required to be made on your behalf (excluding any "off-benefit contributions" earmarked solely to improve the funding of the Plan). Details begin on page 22.

Future Service Credit for Vesting Credit – Both Before and After August 1, 1981

You also receive Vesting Credit in connection with Future Service Credit. Vesting Credit counts towards you becoming Vested, your eligibility for certain types of retirement benefits and for death benefits available to your survivors. For this purpose, Future Service Credit is earned based on Hours of Service (which do not necessarily have to be Hours of Covered Service).

Refer to the following chart to determine how Vesting Credits are earned in connection with Future Service Credits.

Future Service Vesting Credit Schedule		
Contribution Rate of Jurisdiction Area for the Plan Year	**Hours of Service for the Plan Year**	**Vesting Credit for the Plan Year**
$1.10 or more	870 or more	1.0
	150-869	1/1000
	Less than 150	-0-
$0.90 - $1.09	870 or more	1.0
	150-869	1/1500
	Less than 150	-0-
Under $0.90	870 or more	1.0
	750-869	.5
	600-749	.4
	450-599	.3
	300-449	.2
	150-299	.1
	Less than 150	-0-

Future Service Based on Connecting Noncovered Service

Hours worked on and after August 1, 1976 in Connecting Noncovered Service (see definition on page 1) are added to your Hours of Covered Service to determine if you earn a year of Vesting Credit. The use of Connecting Noncovered Service does not add to your monthly accrued benefit.

In order to be treated as Connecting Noncovered Service, the hours worked must satisfy the following requirements.

- The Employer for whom the work is being performed must either (1) be required to contribute to the Plan for other persons working in Covered Service; or (2) must be the United Union of Roofers, Waterproofers and Allied Workers for work on or after August 1, 1991.

- The Connecting Noncovered Service must (1) immediately follow or precede Covered Service or other Connecting Noncovered Service; or (2) be part of a waiting period under a collective bargaining agreement with the Union during which contributions to the Plan are not required.

If you are a former Participant who became a roofing contractor with a collective bargaining agreement with the Union after August 1, 1991, you begin to earn Connecting Noncovered Service once you have covered Collectively Bargained Employees for at least six years.

Special Rule for Disabled Participants

If you have earned five years of Vesting Credit and are either unable to work in the roofing trade because of an on-the-job accident that occurred while working in Covered Service as determined by a physician designated by the Plan, or unable to work at all as determined by the Social

Security Administration, you may be credited with up to an additional five years of Vesting Credit at the rate of 17 hours per week so long as you do not work in Noncovered Roofing Service.

Special Rule for Participation in the National Roofing Industry Pension Plan (NRIPP)

Under this special provision, you are entitled to Vesting Credit for the number of non-forfeitable years of Vesting credit you had with the NRIPP at the time contributions on your behalf were first required to be made to this Plan if you satisfy all of the following conditions:

- Your roofer's Local Union has merged into a Union maintaining this Plan,
- Members of your Local Union were participating in the NRIPP,
- Contributions are negotiated into this Plan within five years after the merger, and
- The collective bargaining agreement providing for contributions to this Plan remains in effect for at least three years.

VESTING

When you become Vested, you have earned the right to receive a future retirement benefit from the Plan at Normal Retirement Age – even if you stop working in the roofing industry before you retire. You may also be eligible to receive a benefit prior to Normal Retirement Age if you meet the requirements for that particular benefit.

HOW YOU EARN VESTING CREDIT

Your Vesting Credit is the amount of your Past Service Credit plus Future Service Credit. For example, you earn one year of Vesting Credit based on Future Service Credit for each Plan Year that you complete 870 or more Hours of Service and partial credit for Plan Years in which you complete at least 150 but less than 870 Hours of Service (see charts on page 8).

WHEN YOU BECOME VESTED

When you become Vested depends on whether you are a Collectively Bargained Employee or a non-Collectively Bargained Employee.

Collectively Bargained Employees

You generally become Vested under one of the following rules described below. In each case, you must have at least one Year of Vesting Credit that is based on Hours of Covered Future Service.

- **Five Years of Vesting Credit (with at least one year of Vesting Credit based on Hours of Covered Future Service).** You are vested under this "five-year Vesting" rule if while a

Participant you either (1) have at least one Hour of Service on or after August 1, 1997 or (2) have one at least one Hour of Service on or after August 1, 1989 as an employee of a local Union that is party to a collective bargaining agreement with Employers that require contributions to the Pacific Coast Roofers Pension Plan.

- **Nine Years of Vesting Credit. (with at least one year of Vesting Credit based on Hours of Covered Future Service).** If you do not qualify for Vesting under the five-year Vesting rule, you will instead be vested under this "nine-year Vesting" rule if you have an at least one Hour of Service as a result of work under a collective bargaining agreement after August 1, 1989 and at least 150 Hours of Service in any Plan Year between August 1, 1995 and August 1, 1997.

- **Ten Years of Vesting Credit (with at least one year of Vesting Credit based on Hours of Covered Future Service).** If you do not satisfy either the five- or nine-year Vesting rules, you will instead be Vested under the "ten-year Vesting" rule.

- **Normal Retirement Age.** You are also Vested once you attain Normal Retirement Age. Your Normal Retirement Age is the earlier of the date that you reach:

  - Age 62 with 10 Years of Vesting Credit, that must include one year based on Covered Future Service, or

  - Age 65 with five anniversaries of plan Participation (10 anniversaries if you don't have at least one hour of service on or after August 1, 1988), or

  - Age 75 with 2 Years of Vesting Credit based on work in Covered Employment.

Non-Bargained Employees

If your Participation in the Plan is covered under an agreement other than a collective bargaining agreement and you are not an Employee of the Union, you become partially vested over time and become 100% vested when you have six years of Vesting Credit, as shown below
.

Vesting for Non-Bargained Employees (Effective August 1, 1997)	
Years of Vesting Credit	**Percent Vested**
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

VESTING CREDITS AND BENEFIT ACCRUAL CREDITS BASED ON PERIODS OF QUALIFIED MILITARY SERVICE

In accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA), you may receive Vesting and Benefit Accrual Credits and avoid One-Year Breaks in Service for periods of Qualified Military Service provided that your last Employer remains a contributing Employer for those periods.

QUALIFIED MILITARY SERVICE

"Qualified Military Service" refers to service in the Uniformed Services of the United States for which you have reemployment rights under USERRA. "Uniformed Services" refers to service in the:

- Armed Forces;
- Army National Guard or Air National Guard when engaged in active duty for training, inactive duty for training or full-time National Guard duty;
- Commissioned corps of the Public Health Service; or
- Any other category of persons designated by the President of the United States in time of war or emergency.

BREAKS IN SERVICE

A Participant will not incur a One-Year Break in Service during the period of Qualified Military Service.

CREDITING HOURS OF SERVICE FOR VESTING CREDITS

For purposes of preventing a One-Year Break in Service, and earning Vesting Credits, an individual will be credited with 190 Hours of Service for each month or partial month for periods of Qualified Military Service.

CREDITING HOURS OF SERVICE FOR BENEFIT ACCRUALS

An individual will accrue benefits subject to the following terms:

- Only periods during which the individual's last Employer was party to a collective bargaining agreement maintaining the Plan will be counted.

- The returning individual will be considered to have been in the same category of employment during Qualified Military Service as the category in which he was employed immediately before such service.

Calculation of the amount of benefit accrual shall be subject to the following terms:

- It shall be at the rate the individual would have received but for being absent for Qualified Military Service. However, if the determination of the rate cannot be reasonably determined, it shall be based on the individual average pay rate, hours, or Compensation during the twelve-month period immediately preceding the Qualified Military Service (or, if shorter, the period of employment preceding the Qualified Military Service.

- It shall be determined in the same manner and to the same extent that benefits were accrued for other employees during the period of Military Service.

PLAN NOTIFICATION REQUIREMENT

An Employer who reemploys a Participant following Qualified Military Service must notify the Plan Office in writing within 30 days of the date of reemployment.

ADVANCE NOTICE AND RETURN TO WORK REQUIREMENTS

In order to qualify for credits under this section, you must provide advance notice to your Employer prior to leaving to enter Qualified Military Service. Upon the conclusion of your Qualified Military Service, your discharge from military service must be under honorable conditions, you must have five (5) years or less cumulative service in the Uniformed Services with that particular Employer and you must return to Covered Service within the reemployment period prescribed by federal law (see chart below).

Length of Military Service	Return to Covered Service Deadline
Less than 31 days	Within 1 day after discharge (allowing travel time plus 8 hours)
31 through 180 days	Within 14 days after discharge
181 days or more	Within 90 days after discharge

BREAKS IN SERVICE AND THE LOSS OF BENEFITS

If you leave work in the roofing industry before you retire, your benefit from the Plan may be affected.

If you leave before you are Vested and incur a Break in Service, your prior Participation in the Plan may no longer be recognized and you may lose any previously earned Past and Future Service and accrued benefits.

There are two kinds of Breaks in Service:

- One-Year Breaks in Service are temporary and can be repaired; and
- Permanent Breaks in Service that generally cannot be repaired.

ONE-YEAR BREAK IN SERVICE

You have a One-Year Break in Service at the end of any Plan Year (July 31) during which you have less than 150 Hours of Service for that Plan Year. If you are not yet Vested, your Plan Participation ends and you lose any previously earned Past and Future Credited Service and benefit accruals. Their loss may be temporary and they may be restored if you return to Covered Service before incurring additional One-Year Breaks in Service leading to a Permanent Break in Service.

Exceptions to the One-Year Break in Service Rules

Certain periods of absence from Covered Service do not count toward a Break in Service.

- **Parental leave (maternity or paternity):** The Plan will grant you up to 501 Hours of Service to prevent a Break in Service if your absence is due to your pregnancy, the birth of your child, placement of a child with you for adoption or care of your child immediately after birth, or adoption. These Hours of Service are used to prevent a One-Year Break in Service and do not add to your Credited Future Service or increase your accrued benefit.

- **Excused Absences:** If you are not at work because you are on one of the following Excused Absences for at least half of the Plan Year, your absence does not count toward a One-Year Break in Service:

  - **Military service:** Time spent in Qualified Military Service. You may also receive Vesting Credit and benefit accruals for this time period (see page 12).

  - **Physical or mental disability:** A period of at least 30 consecutive days during which a disability prevents you from working.

  - **Non-Contributory service:** Time that you work for a contributing Employer in a job that does not require the Employer to contribute to the Plan on your behalf either because the work is outside the Jurisdictional Area of the Union or in a classification of employment not covered by the collective bargaining agreement.

  - **Work with an employer that is not organized:** Any period of up to six months (with a possible additional six-month extension) after February 1, 1994 that you are employed by an employer that is not organized, as long as your employment is in accordance with the terms of a written authorization from the Union with jurisdiction over the area in which you are working. The written authorization must be timely filed with the Plan.

- o **Government agency:** Time spent employed by a government agency during a period of time you are a member in good standing with the Union.

Repairing a One-Year Break in Service

If after a One-Year Break in Service, you return to work in Covered Service and earn at least one year of Vesting Credit before you incur a Permanent Break in Service, your temporarily lost prior Participation, Past and Future Credited Service and benefit accruals will be restored.

PERMANENT BREAK IN SERVICE

If you incur too many **consecutive** One Year Breaks in Service before you become Vested, they may lead to a Permanent Break in Service.

Once you incur a Permanent Break in Service, your prior Participation, Past and Future Credited Service and benefit accruals are lost and generally cannot be restored. However, there is a one-time "cure" for your first Permanent Break in Service (see below on this page).

How a Permanent Break in Service Occurs

A Permanent Break in Service occurs when the number of consecutive One-Year Breaks in Service exceeds the greater of:

- Five; or

- The number of previous years of Vesting Credit you earned prior to your first One Year Break in Service

After you have a Permanent Break in Service, you can again become a Participant in the Plan and begin earning new Future Credited Service, Vesting Service and benefit accruals under rules described earlier in this booklet. However, your prior period of Participation and previously earned Credited Service, Vesting Credit and benefit accruals generally cannot be restored, except as described under "One-Time Only Opportunity to Cure a Permanent Break in Service" (see below).

One-Time Only Opportunity to Cure a Permanent Break in Service

The Plan allows a one-time opportunity to cure or repair the effects of your first Permanent Break in Service. The "cure" will restore the Credited Service, Vesting Credit and benefit accruals that you accumulated before your first Permanent Break in Service.

You can cure your first Permanent Break in Service if before incurring another Permanent Break in Service:

- You return to work and earn at least six years of Vesting Credit (with a least one earned on or after August 1, 1991) after your Permanent Break in Service, or

- You become an Employer (or a shareholder of an Employer) required to contribute to the Plan under a collective bargaining agreement, you actually cover roofers under the agreement and you contribute to the plan on their behalf for six consecutive Plan Years on or after August 1, 1991. However, you cannot at the same time have any ownership or financial interest in a non-union roofing company – whether incorporated or not.

Rules Pertaining to Earlier Breaks in Service

It is not unusual for Plan rules to change. Over time, rules governing Breaks in Service have become more lenient. However, the rules and exceptions that govern One Year Breaks in Service (including grace periods) and Permanent Breaks in Service (including "cure" rules) are those in effect when your Participation in the Plan ends. Earlier Breaks in Service are not eliminated simply because the Plan rules change at a later date.

The Break in Service rules explained in this booklet generally apply to periods on or after August 1, 1987. If you had a Break in Service before then, contact the Plan Office for the rules that apply to that break.

GENERAL BENEFIT FREEZE RULE BASED ON BREAKS IN SERVICE

Being Vested (see page 10) means that you have a nonforfeitable right to a pension benefit upon attaining Normal Retirement Age – even if you cease working in the roofing industry. However, leaving work after you are Vested may still result in that pension benefit being "frozen." If your benefit is frozen, the Plan does offer a one-time opportunity to "unfreeze" a previously frozen benefit.

Your benefits from the Plan will be frozen if you have two consecutive One Year Breaks in Service after July 31, 1976 and you are not yet eligible for an Early Retirement Benefit by the end of the second One Year Break in Service.

WHAT IT MEANS WHEN YOUR BENEFIT IS "FROZEN" UNDER THE GENERAL BENEFIT FREEZE RULE

When your benefit is frozen, the amount that you will receive in retirement for benefits earned prior to the "freeze" will be determined based on the Plan provisions that were in effect on the last day of the Plan Year in which your second One Year Break in Service occurs (your "freeze date"). This means that if the Board of Trustees improves benefits after your freeze date, those improvements will not apply to any benefits earned prior to the freeze date.

The freeze rules do not apply to improvements in Early Retirement Benefit reduction factors, or percentages for the Pre-Retirement Annuity Death Benefit. The calculation of these benefits is based on the factors or percentages in effect on your date of retirement or death. At the same time, the freeze does not overrule the reduction or elimination of any benefits under any Rehabilitation Plan adopted by the Board of Trustees in response to the Plan being certified as being in critical status under the Pension Protection Act of 2006.

UNFREEZING ("CURING") YOUR BENEFIT

The Plan provides a one-time opportunity to "unfreeze" your previously frozen benefits. If you have more than one instance that caused your benefit to be frozen, the Plan will apply the rule to the instance that will increase your benefit the most.

Your previously frozen benefits will be unfrozen if you return to Covered Service, earn at least two years of Vesting Credit, and satisfy one of the following two conditions.

- **Condition 1 –** The number of Vesting Credits you earn after your benefit was frozen equals or exceeds the number of your One Year Breaks in Service since you last worked in Covered Service.

- **Condition 2 –** You earn six years of Vesting Credit after your benefit was frozen.

SPECIAL BENEFIT FREEZE RULE AND PENALTIES BASED ON WORK IN NONCOVERED ROOFING SERVICE

Your benefits from the Plan will be immediately frozen if you work in Noncovered Roofing Service – whether your work occurs before or after retirement.

WHAT IS NONCOVERED ROOFING SERVICE?

"Noncovered Roofing Service" is any kind of work either as a roofer or waterproofer or as a roofing contractor (whether licensed or not) that does not have a collective bargaining agreement with the Union or any other Local Union of the United Union of Roofers, Waterproofers and Allied Workers requiring pension contributions on behalf of employees covered by the agreement. Noncovered Roofing Service includes work as an employee or as a self-employed person and whether compensated or not.

Noncovered Roofing Service only applies to work in geographic areas shown below for the specified time periods:

- California or Oregon for benefits accrued after August 1, 1980;

- Washington, Nevada or Arizona for benefits accrued after October 1, 1985;

- Solely with respect to benefits accrued under the Roofers Local #95 Pension Plan,
  - In California, Hawaii or Nevada for benefits accrued after January 1, 1989, and
  - In Oregon, Washington or Arizona for benefits accrued after June 1, 1991; and
  - Anywhere in the United States or any of its territories for benefits accrued after January 1, 1999.

Exceptions

Work in the following categories is not considered Noncovered Roofing Service:

- **Government Work.** Work as an employee of a governmental agency, not including work for an agency as an independent contractor or one of the independent contractor's employees; and

- **Written Authorization.** Work after February 1, 1994, with an employer which is not signatory to a collective bargaining agreement with a Local Union of the United Union of Roofer, Waterproofers and Allied Workers for a specified limited period of time, not to exceed six months (but which may be extended for additional six month periods) pursuant to written authorization of the Union with jurisdiction over the area where the work was performed. A copy of any such written authorization must be filled in a timely fashion with the Plan, and this exception will apply so long as the employee abides by the terms of the written authorization on file and leaves such work when the Union notifies him in writing to do so, at which time the Union must also notify the Plan. If the written authorization terminates for any reason, the Union will also notify the Plan in a timely manner.

Presumption of Continuously Performing Noncovered Roofing Service

If you are known to have worked in Noncovered Roofing Service at any time during a calendar year, it will be presumed that you worked in Noncovered Roofing Service for each month of that calendar year, unless you provide evidence showing that the Noncovered Roofing Service occurred only in certain specific months of that calendar year.

PENALTIES FOR WORKING IN NONCOVERED ROOFING SERVICE

If you work in Noncovered Roofing Service, your benefits will be subject to the penalties described below. In some cases, the penalty rule can be cured, while in others, it cannot.

Benefit Levels Frozen

Your benefits are frozen at the rate in effect when you last worked in Covered Service prior to working in Noncovered Roofing Service, including the Early Retirement Benefit reduction factors and the Pre-Retirement Annuity Death Benefit percentages in effect on that date. In addition, the benefits determined based on a Contribution Rate can be no higher than your benefits determined using the Contribution Rate in effect when you last earned Service Credit prior to engaging in Noncovered Roofing Service.

This penalty can be "cured" under the General Rule for Unfreezing Benefits or the Special Noncovered Roofing Service Unfreezing Rule for Disabilities (see page 20).

Early Retirement Date Delayed

The date as of which you can begin receiving Early Retirement Benefits will be delayed three months for each calendar quarter in which you performed any work in Noncovered Roofing Service, unless such work was performed after you were both age 55 and Vested.

This penalty can be "cured" (see page 20).

Greater Early Retirement Benefit Reduction

If you retire with an Early Retirement Benefit, the amount of your accrued benefit will be reduced as follows:

- ¼ of 1% reduction for each month that you are younger than age 62, but not age 60; plus
- ½ of 1% reduction for each month that you are younger than age 60.

This penalty can be "cured" (see page 20).

However, if your benefit is subject to the terms of the Rehabilitation Plan that provides for a greater early retirement reduction than under this Noncovered Roofing Service frozen benefit rule, the Rehabilitation Plan provisions will apply.

Ineligible for Disability Benefits

You will not be eligible for a Disability Benefit if you have worked in Noncovered Roofing Service anytime within the six-calendar year period prior to your date of disability (based on your Social Security Disability Award). This penalty cannot be "cured."

Ineligible for Disability Credits

You will not be credited with any "disability hours" (see page 9). This rule cannot be cured.

Pre-Retirement Death Benefit Penalties

Your beneficiaries will not be entitled to a Pre-Retirement Annuity Death Benefit if you worked in Noncovered Roofing Service during the calendar year of your death or in either of the two preceding calendar years. This rule cannot be cured.

If you die before becoming eligible for Early Retirement Benefits, any Pre-Retirement Marital Annuity to your surviving spouse will be delayed in the same way your Early Retirement Benefit would be delayed had you lived until then, unless "cured" prior to your death under the General Rule for Unfreezing Benefits or the Special Noncovered Roofing Service Unfreezing Rule for Disabilities (see page 20).

Retiree Benefits

If you are a "frozen retiree" based on having engaged in Noncovered Roofing Service – before or after retirement – you will not receive any retiree benefit improvements or retiree supplemental payments. This rule also applies to your spouse, beneficiaries or any benefits assigned to an alternate payee under the terms of a Qualified Domestic Relations Order (QDRO).

UNFREEZING ("CURING") BENEFITS SUBJECT TO NONCOVERED ROOFING SERVICE PENALTIES BEFORE RETIREMENT

The Plan provides a <u>one-time</u> opportunity to "unfreeze" your previously frozen benefits. If you have more than one instance that caused your benefit to be frozen, the Plan will apply the rule to the instance that will increase your benefit the most.

General Rule for Unfreezing Benefits

Your previously frozen benefits will be unfrozen if you return to Covered Service, earn at least two years of Vesting Credit, and satisfy one of the following two conditions.

- **Condition 1 –** The number of Vesting Credits you earn after your benefit was frozen equals or exceeds the number of your One Year Breaks in Service since you last worked in Covered Service.

- **Condition 2 –** You earn six years of Vesting Credit after your benefit was frozen.

Special Noncovered Roofing Service Unfreezing Rule for Disabilities

If your benefit levels were originally frozen and you subsequently receive Social Security Disability benefit payments for at least six years after having last worked in Noncovered Roofing Service your benefit levels will be unfrozen. However, the disability cannot have been incurred (1) while working in Noncovered Roofing Service, (2) while going to or from work in Noncovered Roofing Service or (3) for any reason in a calendar year in which you have any Noncovered Roofing Service after the disability date specified in your Social Security Disability Award.

Once your benefit is unfrozen under the general rule, you are no longer a Frozen Participant which results in:

- The amount of your benefit will be determined under the regular Plan rules not the special rule relating to Noncovered Roofing Service.

- The amount of your early retirement reduction will be the same as if you had not been previously frozen;

- The amount of your Pre-Retirement Annuity Death Benefit will be increased to be the same as if you had never been frozen.

Unfreezing Rule for Noncovered Roofing Service Frozen Retirees

If you are a frozen retiree, your entitlement to retiree benefit improvements or supplemental retiree benefits may be restored if your ***total*** earnings for work in Noncovered Roofing Service is less than $57,500 and you satisfy the following rules:

- If you do not work in Noncovered Roofing Service after retirement, you will become an unfrozen retiree on the anniversary of your Annuity Starting Date that equals two (2) times the number of calendar years in which you worked in Noncovered Roofing Service.

- If you work in Noncovered Roofing Service after retirement, you will become an unfrozen retiree on the December 31 anniversary of the last calendar year in which you last worked in Noncovered Roofing Service that equal two (2) times the total number of calendar years (before and after your Annuity Starting Date) in which you last worked in Noncovered Roofing Service.

Once you become an unfrozen retiree, you are eligible for retiree benefit improvements that are effective after your Unfreezing Date. You will not be entitled to a recalculation of your original benefit payable on your Annuity Starting Date or to any retiree increases granted while you were a frozen retiree. These rules also apply to your beneficiaries and any alternate payees.

If after becoming unfrozen, you ever again work in Noncovered Roofing Service, you will immediately again become a frozen retiree. No further "cure" or unfreezing will be available to you.

TYPES OF PENSION BENEFITS AVAILABLE UNDER THE PLAN

The Plan provides the following pension benefits to eligible Participants. In addition to satisfying the eligibility requirements for a pension (typically, these are based on minimum age and service requirements), you must generally be retired from <u>all work</u> in the roofing industry (see page 42 for more details) and have filed a timely application for a pension.

- Normal Retirement Benefit

- Early Retirement Benefit

- Late Retirement Benefit

- Disability Benefit.

This section of the booklet provides more specifics about the eligibility rules for each type of pension benefit and general information about how each benefit is calculated. The formulas shown in this section apply to pensions with Annuity Starting Dates on or after August 1, 2015. The formulas applicable to pensions with Annuity Starting Dates prior to August 1, 2015 may be different than those described in this section.

NORMAL RETIREMENT BENEFIT

Eligibility

Generally, you are eligible for a Normal Retirement Benefit when you reach age 62 with ten years of Vesting Credit, including one year based on Covered Future Service. In the alternative, you are eligible for a Normal Retirement Benefit if:

- You are age 65 and have reached your fifth anniversary of Participation in the Plan (tenth anniversary if you have no service on or after August 1, 1988); or

- You are age 75 with two years of Vesting Credit based on work in Covered Service.

In addition to satisfying the age and service requirements above, you must be retired and have filed an application for your pension before benefits are considered to be payable to you as more fully explained on page 39. An exception is that your Normal Retirement Benefit must commence no later than your Required Beginning Date.

Formula for Calculating Your Normal Retirement Benefit

Portions of your Normal Retirement Benefit are calculated differently depending on the Plan Year in which the work is performed and whether your benefit is subject to the general benefit freeze rule or penalties for Noncovered Roofing Service.

Prior to August 1, 1979

For work prior to August 1, 1979, you receive a flat dollar amount for each full year of Past Service Credit or Future Service Credit (Benefit Accrual Credit) earned (or a proportionate amount for fractional years).

Past and Future Service Benefits Prior to August 1, 1979	
Past Service	$11.02 per month for each year of Past Service Credit
Future Service Benefits Prior to August 1, 1979	$77.00 per month for each year of Future Service Credit (Benefit Accrual Credit) before August 1, 1979.

From August 1, 1979 – July 31, 1981

For work from August 1, 1979 through July 31, 1981, you receive a flat dollar amount for each full Future Service Credit (Benefit Accrual Credit) earned (or a proportional amount for fractions of Benefit Accrual Credit).

Future Service Credit Benefits: August 1, 1979 – July 31, 1981	
Your Jurisdictional Area's Contribution Rate for Plan Year When Credit is Earned	**Your Monthly Benefit for Each Benefit Accrual Credit Earned From 8/1/79 through 7/31/81**
$1.40 or less	$77.00
$1.41 to $1.60	$84.92
$1.61 to $1.80	$99.83
$1.81 to $2.00	$121.30
$2.01 to $2.20	$142.90
$2.21 to $2.40	$164.38
$2.41 or more	$175.14

From August 1, 1981 – July 31, 1997

For work beginning August 1, 1981, your monthly benefit is no longer based on a dollar amount per Benefit Accrual Credit, but is based on a percentage of Employer contributions required to be made on your behalf.

Future Service Credit (Benefit Accrual Credit) Benefits: August 1, 1981 – July 31, 1997			
Plan Years	**Your Contribution Rate and Percentage Accrual Factor**		
	$2.25 or more	**$2.00 to $2.25**	**Less than $2.00**
8/1/81 – 7/31/83	9.82%	9.10%	7.71%
8/1/83 – 7/31/85	11.67%	10.85%	9.28%
8/1/85 – 7/31/86	9.54%	8.84%	7.58%
8/1/86 – 7/31/87	9.08%	8.42%	7.18%
8/1/87 – 7/31/88	8.58%	7.95%	6.78%
8/1/88 – 7/31/89	8.03%	7.47%	6.38%
8/1/89 – 7/31/90	6.95%	6.42%	6.49%
8/1/90 – 7/31/91	6.05%	5.60%	4.79%
8/1/91 – 7/31/92	5.49%	5.09%	4.35%
8/1/92 – 7/31/93	5.16%	4.80%	4.08%
8/1/93 – 7/31/95	4.93%	4.58%	3.89%
8/1/95 – 7/31/97	4.73%	4.73%	3.75%

From August 1, 1997 – July 31, 2004

Future Service Credit (Benefit Accrual Credit) Benefits: August 1, 1997 – July 31, 2004		
Plan Years	**Your Contribution Rate and Percentage Accrual Factor**	
	$1.50 or more	**Less than $1.50**
8/1/97 – 7/31/98	3.95%	3.60%
8/1/98 – 7/31/99	3.74%	3.41%
8/1/99 – 7/31/04	3.40%	3.10%

From August 1, 2004 – July 31, 2015

Note: Any contribution rate increases or surcharges called for under a Rehabilitation Plan are not counted towards benefit accruals.

Future Service Credit (Benefit Accrual Credit) Benefits: August 1, 2004 – July 31, 2015	
Plan Year	**Your Percentage Accrual Factor (regardless of Contribution Rate)**
8/1/04 – 7/31/09	1.5% of Employer Contributions provided you earned at least 150 hours in Covered Service during the Plan Year ending July 31, 2015. Otherwise, 0.5% of Employer Contributions.
8/1/09 – 7/31/15	0.5% of Employer Contributions

From August 1, 2015 – July 31, 2025

Note: Any contribution rate increases or surcharges called for under a Rehabilitation Plan are not counted towards benefit accruals.

Future Service Credit (Benefit Accrual Credit) Benefits: August 1, 2015 – July 31, 2025		
Plan Year	**Your Percentage Accrual Factor (based on Contribution Rate)**	
8/1/15– 7/31/25	Employer Hourly Contribution Rate	Percentage of Contributions
	$1.00 - $2.49	0.50%
	$2.50 - $3.49	1.00%
	$3.50 – $4.49	1.50%
	$4.50	2.00%

Beginning August 1, 2025

Note: Any contribution rate increases or surcharges called for under a Rehabilitation Plan are not counted towards benefit accruals.

Future Service Credit (Benefit Accrual Credit) Benefits: Beginning August 1, 2025	
Plan Year	**Your Percentage Accrual Factor (regardless of Contribution Rate)**
Beginning 8/1/25	0.50%

EARLY RETIREMENT BENEFIT

Eligibility

You are eligible to receive an Early Retirement Benefit if you are at least 55 years of age and have nine years of Vesting Credit (including years earned for Connecting Noncovered Service).

> **Exception –** With respect to benefits accrued prior to August 1, 1997, if you would have been eligible to receive an Early Retirement Benefit without the nine years of Vesting Credit (including years earned for Connecting Noncovered Service) under the pre-August 1, 1997 provisions of the Plan, you are entitled to receive an Early Retirement Benefit for the pre-August 1, 1997 portion of your accrued benefit.

In addition to satisfying the age and service requirements above, you must be retired and have filed an application for your pension before benefits are considered to be payable to you as more fully explained on page 39.

Delay Due to Noncovered Roofing Service – If you worked in Noncovered Roofing Service before you were both 55 years old and Vested, the Annuity Starting Date of your Early Retirement Benefit will be delayed by three months for each calendar quarter that you worked in Noncovered Roofing Service. This rule may be waived if you meet the Plan's unfreezing requirements (see page 20).

Formula for Calculating Your Early Retirement Benefit

The first step in calculating your Early Retirement Benefit amount is to calculate your Normal Retirement Benefit based on your benefit accrued up to the date of your Early Retirement Benefit Annuity Starting Date.

The amount of your Normal Retirement Benefit is then reduced for early retirement. The reduction depends on your age and (1) whether or not you have worked in Noncovered Roofing Service, as described below, or (2) whether your benefit is subject to the rules of one of the Rehabilitation Plan Schedules as described below.

If you are not subject to either (1) freeze rule for Noncovered Roofing Service or (2) the Rehabilitation Plan

The amount of your Normal Retirement Benefit is reduced by ¼ of 1% for each month that you are younger than age 60. There is no reduction between the ages of 60 and 62.

Examples of Early Retirement Adjustment Formulas	
Age at Retirement	**Percentage of Accrued Benefit**
62	100%
61	100%
60	100%
59	97%
58	94%
57	91%
56	88%

Examples of Early Retirement Adjustment Formulas	
Age at Retirement	Percentage of Accrued Benefit
55	85%

If you are subject to the freeze rule for Noncovered Roofing Service, but not the Rehabilitation Plan

The amount of your Normal Retirement Benefit is reduced by (1) ¼ of 1% for each month that you are younger than age 62, but older than age 60, and (2) ½ of 1% for each month that you are younger than age 60.

Examples of Early Retirement Adjustment Formulas	
Age at Retirement	Percentage of Accrued Benfit
62	100%
61	97%
60	94%
59	88%
58	82%
57	76%
56	70%
55	64%

If you are subject to the Recommended Schedule under the Rehabilitation Plan and have Retired On Or After September 1, 2015

The amount of your Early Retirement Benefit is a percentage of your Normal Retirement Benefit as shown in the examples below. The percentages are different depending upon whether you have less than 20 Vesting Credits, at least 20 but less than 25 Vesting Credits or 25 or more Vesting Credits.

Examples of Early Retirement Adjustment Formulas Under the Recommended Schedule of the Rehabilitation Plan for Retirements With Effective Dates On Or After September 1, 2015			
Age at Retirement	Less than 20 Vesting Credits	At least 20 but less than 25 Vesting Credits	25 or more Vesting Credits
62	100.00%	100.00%	100.00%
61	89.96%	94.00%	100.00%
60	81.12%	88.00%	100.00%
59	73.32%	82.00%	94.00%
58	66.40%	76.00%	88.00%
57	60.26%	70.00%	82.00%
56	54.78%	64.00%	76.00%
55	49.89%	58.00%	70.00%

If you are subject to the Default Schedule under the Rehabilitation Plan

The amount of your Early Retirement Benefit is described in the Appendix beginning on page 53.

LATE RETIREMENT BENEFIT

Eligibility

If you are eligible for a Normal Retirement Benefit, but continue to work in the roofing industry beyond your Normal Retirement Age, your pension is called a Late Retirement Benefit.

In addition to satisfying the age and service requirements above, you must be retired and have filed an application for your pension before benefits are considered to be payable to you as more fully explained on page 39. An exception is that your Late Retirement Benefit must commence no later than your Required Beginning Date.

Formula for Calculating Your Late Retirement Benefit

Your Late Retirement Benefit is calculated using the same formula as your Normal Retirement Benefit, however, it is the greater of:

- Your accrued benefit calculated up to your Late Retirement Annuity Starting Date (including any benefits accrued after Normal Retirement Age); or

- Your accrued benefit calculated as of your Normal Retirement Age actuarially increased for payment as of your Late Retirement Annuity Starting Date. No actuarial increase is calculated for months during which you were working in Suspendible Service (see page 42).

  In lieu of an actuarial increase, any adjustment due to your benefit commencing after normal retirement age may be paid to you in the form of a lump sum.

Payments Must Begin No Later than Your Required Beginning Date

The Internal Revenue Code and Treasury Regulations require that pension payments begin to Vested Participants no later than their Required Beginning Dates. This does not prevent you from continuing to work and earn additional benefits for work in Covered Service, but only requires the pension payments begin no later than the Required Beginning Date. If you work beyond your Required Beginning Date, your pension is not subject to suspension – regardless of the type of work that you perform. If payments do not begin by your Required Beginning Date, you may be assessed tax penalties on pension amounts not paid to you on time.

If you are a 5% owner of a contributing Employer your Required Beginning Date is the April 1st following the calendar year in which you turn age 70 ½. In all other cases, your Required Beginning Date is the April 1st following the later of the calendar year you turn 70 ½ or retire.

You should contact the Plan Office if you attain age 70 and have not yet starting receiving your pension from the Plan. This is so that you will understand your options and avoid any tax penalties for the late commencement of your pension.

DISABILITY BENEFIT

Eligibility

You are entitled to a Disability Benefit if you meet the (1) disability test, (2) recent service test and (3) the total service test described below provided that you satisfy (2) and (3) during the relevant Test Period also described below. Please note that you are not entitled to any Disability Benefit if you are subject to the Plan's Default Schedule or your benefit is subject to penalties under the Plan's Noncovered Roofing Service rules (see page 20).

- **Disability Test** – You are disabled" as evidenced by your receipt of a Disability Award letter from the Social Security Administration.

- **Recent Service Test –** You earn at least 3/10 of a Year of Future Service Credit during the test period or during the test period, you worked sufficient hours for an Employer(s) who made contributions on behalf of all employees employed in Covered Service during the test period. "Sufficient hours" are equal to 75 multiplied by the number of months in the test period (no more than 173 hours per month will be recognized for this purpose).

- **Total Service Worktest** – You have accumulated 20 or more Years of Vesting Credit, including years earned for Connecting Noncovered Service.

The "test period" is the Plan Year in which the disability began (based on your Social Security Disability Award) and the two prior Plan Years. If you were on an Excused Absence due to a physical or mental disability, it is the Plan Year in which your Excused Absence began and the two prior Plan Years.

Formula for Calculating the Amount of Your Disability Benefit

Your Disability Benefit is calculated in the same way as a Normal Retirement Benefit and is not reduced for your age when it is paid before the age of 60.

If you wish to provide your survivors with the Plan's Post-Retirement Annuity Death Benefit and are retiring on a Disability Benefit, your Disability Benefit will be reduced in the same manner as an Early Retirement Benefit under the Recommended Schedule based on you having earned 20 Years of Vesting Service if you have less than 25 Years of Vesting Service or 25 Years of Vesting Service if you have 25 or more Years of Vesting Service.

When Your Disability Benefit Starts

When your Disability Benefit becomes effective depends, in part, on when your completed application is received by the Plan Office. **<u>The "timeliness" of your application is very important and can determine whether the Plan is able to make payment retroactive to your date of disability (five months prior to the effective date of your Social Security Disability Benefit) or will instead become payable the first of the month after the application is received</u>** (see page 39 for a more detailed explanation).

If your application is considered timely and you are due a retroactive payment, the first payment of your Disability Benefit will consist of two parts – an annuity portion and an auxiliary portion.

- The "annuity portion" is effective the first of the month after the Plan provides you with written information concerning the payment forms available to you.

- The "auxiliary portion" is the amount of your monthly disability benefit multiplied by the number of months between the later of (1) five months before the date your first Social Security Disability Award is payable, or (2) the date on which you first become eligible for a Disability Benefit from this Plan and when the annuity portion becomes effective.

The auxiliary portion is payable in a single sum or, if the single sum is greater than $7,500.00 (not including any interest), you may instead elect to have the auxiliary portion converted to a monthly amount and added to your annuity portion. If you are married, your spouse must consent to your decision.

Important – As long as the Plan's funding status is classified as "critical" (as defined under the Pension Protection Act of 2006) and is subject to a Rehabilitation Plan, the auxiliary portion is not payable as a single sum, but will automatically be converted into a monthly amount as described above.

When Your Disability Benefit Stops

Your Disability Benefit will be paid as long as you remain disabled and eligible for a Social Security Disability Award. However, once you attain Normal Retirement Age, your Disability Benefit will continue to be paid to you – even if you cease to be disabled. If your disability ends before you reach Normal Retirement Age, payment of your Disability Benefit will cease. However, if your Disability Benefit is suspended more than one time due to your return to Suspendible Service, you will no longer be considered disabled even if you continue to receive Social Security Disability Benefits.

If your Disability Benefit ceases and you are eligible for an Early Retirement Benefit, you may apply for that benefit. Otherwise, you may wait until you reach Normal Retirement Age to apply for a Normal Retirement Benefit. The amount of either of these benefits is not affected simply because you previously received Disability Benefit payments.

PAYMENT OPTIONS

Your Pension Plan is designed to provide you with ongoing income after you retire. All of the Plan's payment forms pay you a monthly benefit for the rest of your life and some provide survivor benefits for your Eligible Spouse or Eligible Dependent Children. Payment forms that pay survivor benefits beyond just your lifetime will have an effect on the amount of your monthly benefit. The availability and calculation of payment forms are also affected by whether you are covered under a Rehabilitation Plan Schedule.

MARITAL ANNUITY –
AUTOMATIC PAYMENT FORM FOR MARRIED PARTICIPANTS

If you are married when you retire, the Marital Annuity is the automatic payment form for your pension benefit. You may elect one of the Plan's other payment forms, provided that you obtain the written consent of your spouse. Both you and your spouse must have your signatures notarized on a form provided by the Plan Office. This waiver and consent is not required if you are instead electing to receive your benefit under the Post-Retirement Annuity Death Benefit payment form. (see page 31).

How This Payment Form Works

The Marital Annuity provides you with monthly payments for your lifetime. If you are survived by your eligible spouse, the same amount that you were receiving immediately prior to your death continues to be paid to your spouse for the rest of his or her life. Your "Eligible Spouse," is the person to whom you were married on your Annuity Starting Date and for at least one year prior to your death. The "one-year marriage rule" is waived if your death was due to an accident. If you marry or re-marry after your retirement, the Marital Annuity payment form is not available to that spouse.

Since the Marital Annuity has the potential to provide monthly payment over two lifetimes, the monthly benefit payable to you while you are alive is reduced (as described later in this section).

If your spouse dies before you, your monthly benefit will then "pop-up" to the amount that would have been payable to you if you had not elected the Marital Annuity. This "pop-up" feature is available without additional conditions if (1) your Annuity Starting Date was prior to September 1, 2011 or (2) if at retirement you were not subject to either the Recommended or Default Schedule under the Rehabilitation Plan. However, if at retirement you were subject to the terms of the Recommended Schedule of the Rehabilitation Plan, the "pop-up" feature is not available. If at retirement, you were subject to the Default Schedule of the Rehabilitation Plan, please refer to the Appendix beginning on page 53.

Adjustment to Your Pension for the Marital Annuity

Different reduction formulas and rules apply depending on whether you are subject to a Rehabilitation Plan Schedule or a benefit freeze rule.

If your benefit is not subject to the Rehabilitation Plan

Your benefit under the Marital Annuity for a Normal Retirement, Early Retirement or Late Retirement Benefit is 79% of your Normal Retirement, Early Retirement or Late Retirement Benefit if you and your spouse are the same age. This factor is increased by 0.6% for each full year that your spouse is older than you up to a maximum percentage of 99% or reduced by 0.6% for each full year that your spouse is younger than you.

For a Disability Benefit, your benefit under the Marital Annuity is 63% of your Disability Benefit if you and your spouse are the same age. This factor is increased by 0.6% for each full year that your spouse is older than you up to a maximum percentage of 99% or reduced by 0.6% for each full year that your spouse is younger than you.

If your benefit is subject to the Rehabilitation Plan's Recommended Schedule

If you have at least 20 years of Vesting Credit, your benefit under the Marital Annuity is adjusted in the same manner as the Marital Annuity for those not subject to the Rehabilitation Plan (see preceding section).

If you have less than 20 years of Vesting Credit, your benefit under the Marital Annuity is adjusted on a true actuarial equivalent basis using the actual ages of you and your spouse on your Annuity Starting Date. Unlike the preceding, there is no Plan subsidy in the calculation, so your monthly benefit will be lower.

If your benefit is subject to the Rehabilitation Plan's Default Schedule

Please refer to the Appendix on page 53.

If you are a Frozen Participant

Regardless of whether your benefits are subject to the Rehabilitation Plan, the Marital Annuity "pop-up" feature does not apply.

POST-RETIREMENT ANNUITY DEATH BENEFIT

If you are retiring on a Normal Retirement, Early Retirement, Disability (if elected to be reduced as early retirement) or Late Retirement Benefit, have worked at least 150 Hours of Covered Service at an hourly contribution rate of $1.00 or more and are married with Eligible Dependent Children, you may elect this payment form. If you wish to instead receive your pension as a Life Annuity, Life Annuity with 120 Payment Guarantee or Qualified Optional Annuity, you must file a written waiver of the Post-Retirement Annuity Death Benefit payment form. It is not necessary to do so if you are electing the Marital Annuity.

How This Payment Form Works

This payment form provides you with monthly payments for your lifetime. If you die and are survived by your Eligible Spouse, 100% of the pension amount that you were receiving will be continued to be paid for the lifetime of your Eligible Spouse. If at the time of your death, you have no Eligible Spouse or your Eligible Spouse dies and there is an Eligible Dependent Child, payment of that amount will be paid to the Eligible Dependent Child until that person ceases to qualify as an Eligible Dependent Child. If there is more than one Eligible Dependent Child when a payment is due, the benefit shall be split equally among all Eligible Dependent Children. No survivor benefits are payable if there is no longer an Eligible Spouse or Eligible Dependent Child.

- Your "Eligible Spouse" is the person to whom you were married on your Annuity Starting Date and for at least one year at the time of your death.

- Your “Eligible Dependent Child” (including any adopted child) is a child who satisfies all of the following requirements both on your Annuity Starting Date and at the time of your death:
    - Unmarried;
    - Supported by you and/or your spouse; and
    - Is under age 18 or has the status of a full time student as defined by the Social Security Administration, but not beyond attaining age 23.

  Stepchildren and foster children are eligible if they meet the above requirements and had that status of being a stepchild/foster child for at least one year prior to your death. This one-year requirement is waived if your death is due to an accident.

Since this payment form has the potential of paying benefits to one or more persons beyond your death, the amount of your monthly pension is reduced as described in the next section. However, if your Eligible Spouse predeceases you and you have no Eligible Dependent Child, your monthly benefit will “pop-up” to the amount payable as if you had not elected the Post-Retirement Annuity Death Benefit subject to the following :

- If your Annuity Starting Date was prior to September 1, 2011, the pop-up feature is available without any additional conditions.
- If at retirement, you were subject to the Recommended Schedule of the Rehabilitation Plan, the pop-up feature is not available.
- If at retirement, you were subject to the Default Schedule of the Rehabilitation Plan, the pop-up feature is available, but only with respect to the portion of your benefit earned prior to September 1, 2011.

Adjustment to Your Pension for the Post-Retirement Annuity Death Benefit

If elected, the amount of your Normal Retirement, Early Retirement or Late Retirement Benefit is reduced as follows if you retire on or after September 1, 2011:

- 12.5% if you are not subject to the Rehabilitation Plan or are subject to the Recommended Schedule of the Rehabilitation Plan and have least 20 Years of Vesting Credit.
- Adjustment on an actuarial equivalent basis if you are subject to the Recommended Schedule of the Rehabilitation Plan and do not have at least 20 Years of Vesting Credit.
- If your pension is subject to the Default Schedule of the Rehabilitation Plan, please refer to the Appendix on page 54 for a description of how the Post-Retirement Annuity Death Benefit is calculated.

QUALIFIED OPTIONAL SURVIVOR ANNUITY

If you are married when you retire and you and your spouse waive payment of the Marital Annuity and the Post-Retirement Annuity Death Benefit, you may elect payment under the Qualified Optional Survivor Annuity.

How This Payment Form Works

The Qualified Optional Survivor Annuity operates in a manner similar to the Marital Annuity. It provides you with monthly payments for your lifetime. If you are survived by your eligible spouse, 50% (instead of 100% under the Marital Annuity) of the amount that you were receiving immediately prior to your death continues to be paid to your Eligible Spouse for the rest of his or her life. Your "eligible spouse," is the person to whom you were married on your Annuity Starting Date and for at least one year prior to your death. The "one-year marriage rule" is waived if your death was due to an accident. If you marry or re-marry after your retirement, the Marital Annuity payment form is not available.

Since the Qualified Optional Survivor Annuity has the potential to provide monthly payment over two lifetimes, your monthly benefit while you are alive is reduced, although not as much as the Marital Annuity because of that payment form's higher 100% continuation benefit.

Adjustment to Your Pension for the Qualified Optional Survivor Annuity

Your benefit under the Qualified Optional Survivor Annuity is adjusted on a true actuarial equivalent basis using the actual ages of you and your spouse on your Annuity Starting Date. Unlike the Marital Annuity and Post-Retirement Annuity Death Benefit payment forms, the Qualified Optional Survivor Annuity does not have a "pop-up" feature. Therefore, if you are predeceased by your spouse, the amount of your reduced monthly benefit will remain unchanged.

LIFE ANNUITY

The Life Annuity is the automatic payment form if you are unmarried when you retire. You may elect another payment form available under the terms of the Plan by submitting a written, notarized election to the Plan Office.

If you are married when you retire, you may still elect this payment form. However, both you and your spouse must submit a written, notarized request to the Plan Office rejecting the Marital Annuity, Qualified Optional Survivor Annuity and Post-Retirement Annuity Death Benefit in favor of this payment form.

How This Payment Form Works

The Life Annuity pays you a monthly benefit for your lifetime. Payments stop when you die with no further payments made to any other party by the Plan.

Adjustment to Your Pension for the Life Annuity

Because there are no survivor benefits beyond your death, there is no reduction in the amount of your Normal Retirement, Early Retirement, Late Retirement or Disability Benefit.

LIFE ANNUITY WITH 120 PAYMENT GUARANTEE

If you are unmarried and your benefit is not subject to the Rehabilitation Plan or is subject to the Recommended Schedule of the Rehabilitation Plan, you may reject the Life Annuity in favor of this payment form by submitting a written, notarized election to the Plan Office. If your benefit is subject to the Default Schedule of the Rehabilitation Plan, please refer to the Appendix beginning on page 53.

How This Payment Form Works

This option pays a monthly benefit for your life and guarantees that the Plan will make at least 120 in combined monthly payments to you and your designated beneficiary. If you die before receiving 120 monthly payments, the Plan will pay to your designated beneficiary the remainder of the 120 payments. If you die after 120 monthly payments have been made, no further payments will be made to any other person.

Adjustment to Your Pension for the Life Annuity with 120 Payment Guarantee

Because there is the potential to have benefits paid beyond your lifetime to a beneficiary for any remainder of the 120-month guarantee period, if you elect this payment form, you will receive 92% of the amount of the Normal Retirement, Early Retirement or Late Retirement Benefit otherwise payable to you. In the case of a Disability Benefit, the adjustment will be on an actuarial equivalent basis.

IN THE EVENT OF YOUR DEATH PRIOR TO RETIREMENT

If you should die before you retire and start receiving retirement benefits from the Plan, the pre-retirement death benefits described in this section may be payable to your eligible survivors.

PRE-RETIREMENT MARITAL ANNUITY

If you are a Vested Participant this benefit provides a lifetime monthly benefit to your surviving Eligible Spouse. Your "Eligible Spouse" is the person to whom you were married throughout the entire year preceding your death. If you have no Eligible Spouse, the Pre-Retirement Marital Annuity is not payable.

When the Pre-Retirement Marital Annuity becomes payable and how it is calculated depends in part on whether you die prior to or after becoming eligible for a retirement benefit. Whether your benefits are subject to the Rehabilitation Plan may also affect how the Pre-Retirement Marital Annuity is calculated.

Death After Becoming Eligible for Normal or Early Retirement Benefits

If you die after attaining your earliest retirement age under the Plan, your Eligible Spouse's benefit will be calculated as if you had retired on your date of death, elected payment under the Marital Annuity payment form and died with your spouse then receiving 100% of the calculated amount beginning the first of the month following the month of your death.

Death Prior to Becoming Eligible for Normal or Early Retirement Benefits

If you die prior to attaining your earliest retirement age under the Plan, the Pre-Retirement Marital Annuity benefit will not be payable to your surviving Eligible Spouse until the month following the month in which you would have attained your earliest retirement age (taking into account any delay penalties attributable to work in Noncovered Roofing Service), had you lived.

The benefit payable to your Eligible Spouse will be calculated as if you had ceased working in Covered Service on the date of your death and retired with a Marital Annuity at your earliest retirement age with your spouse receiving 50% of the calculated amount the first of the following month.

Deferring Payment of the Pre-Retirement Marital Annuity

Your Eligible Spouse may elect to defer the receipt of survivor benefits under the Pre-Retirement Marital Annuity, but cannot delay it beyond the date that you would have attained age 70 ½ had you lived. The Pre-Retirement Marital Annuity will then be calculated based on what would have been you and your Eligible Spouse's age on the deferred date. However, if your Eligible Spouse dies before benefits start, the benefit is forfeited and is not payable to any other person.

PRE-RETIREMENT ANNUITY DEATH BENEFIT

The Pre-Retirement Annuity Death Benefit provisions described in this section apply to Participant deaths that occur on or after August 1, 2014. Please contact the Plan Office for information concerning Pre-Retirement Annuity Death Benefits for deaths occurring prior to August 1, 2014.

If you die and are (1) Vested, (2) have a least 150 Hours of Service with an hourly contribution rate of $1.00 or more, and (3) have not worked in Noncovered Roofing Service in the calendar year of death or in the two prior calendar years, the Pre-Retirement Annuity Death Benefit is payable to your Eligible Spouse, unless your Spouse instead elects to receive a survivor benefit under the Pre-Retirement Marital Annuity.

If there is no Eligible Spouse, the monthly payment is made to your Eligible Dependent Child for as long as he or she qualifies as an Eligible Dependent Child. If there is more than one Eligible Dependent Child, the benefit is divided equally among all Eligible Dependent Children. The definitions of Eligible Spouse and Eligible Dependent Child are the same as those used for the Post-Retirement Annuity Death Benefit (see page 31).

If you die while subject to the Default Schedule of the Rehabilitation Plan, the Pre-Retirement Annuity Death Benefit will be paid in the same way as the Plan's Pre-Retirement Marital Annuity and the descriptions that follow do not apply to you.

Amount of the Pre-Retirement Annuity Death Benefit

Beginning the first of the month following your death, your Eligible Spouse (or Eligible Dependent Child) will receive a percentage – based on your age at death – of what would have been your Normal Retirement Benefit.

The amount of the Pre-Retirement Annuity Death Benefit depends upon whether your benefit is subject to the Plan's frozen benefit provisions and whether you have more or less than 20 Vesting Credits. Examples of how the benefits is calculated under these terms and based on your age are shown in the table below:

Participant's Age at Death	Percentage of Normal Retirement Benefit for Participants Under Recommended Schedule with 20 or more Vesting Credits		Percentage of Normal Retirement Benefit for Participants Under Recommended Schedule with less than 20 Vesting Credits
	Not Subject to Frozen Benefit Provisions	Subject to Frozen Benefit Provisions	
62 and over	87.50%	85.00%	80.0%
61	87.50%	80.00%	72.6%
60	87.50%	75.00%	66.03%
59	82.30%	70.00%	60.20%
58	77.00%	65.00%	54.91%
57	71.80%	60.00%	50.26%
56	66.50%	55.00%	46.02%
55	61.30%	45.00%	45.00%
Under 55	45.00%	45.00%	45.00%

Deferring Payment of the Pre-Retirement Annuity Death Benefit

Your Eligible Spouse may elect in writing to defer the receipt of the Pre-Retirement Annuity Death Benefit, but not beyond the date that you would have attained age 70 ½ had you lived. The Pre-Retirement Annuity Death Benefit will then be calculated based on what would have been your age on the deferred date. However, if your Eligible Spouse dies before benefits start, the benefit is forfeited and is not payable to any other person, unless there are Eligible Dependent Children. Eligible Dependent Children do not have the option of deferring payment of this benefit.

DEATHS OCCURRING AFTER APPLICATION FILING BUT PRIOR TO ANNUITY STARTING DATE – SPECIAL RULES

If you die after you have filed an application but before your Annuity Starting Date, the following special rules will apply. These are intended to provide your survivors with greater flexibility than if your death were simply treated as a pre-retirement death.

For Participants Who Have Not Already Elected a Form of Payment

If you are married, your Eligible Spouse (your spouse to whom you were married throughout the year preceding your death) may elect either the Pre-Retirement Marital Annuity or any post-retirement surviving spouse annuity for which the spouse is eligible. If you do not have an Eligible Spouse, you will be treated as if you retired and elected the Life Annuity with 120 Payment Guarantee. One hundred-twenty (120) payments will then be made to your surviving spouse or, if no spouse, to your surviving children (including any child adopted while a minor) in equal shares.

For Participants Who Have Already Elected a Form of Payment

If you are married, your eligible surviving spouse may elect either (1) the form of payment that you had already elected or (2) the Pre-Retirement Marital Annuity.

If you are unmarried and elected a life annuity form of payment, your death will be treated as a pre-retirement death with benefits paid in accordance with its pre-retirement death provisions. If you elected any other form of benefit, any survivor benefits will be paid under that payment form as if you were retired and then died.

QUALIFIED DOMESTIC RELATIONS ORDERS

In general, except to the extent required under a Qualified Domestic Relations Order (QDRO), your benefits under the Pension Plan cannot be claimed by any creditor, nor can you, your spouse or any beneficiary transfer any right to these benefits to any other person or entity.

WHAT IS A QDRO?

A QDRO is a court judgment, decree or order made under state domestic relations law (including community property law) that pertains to child support, alimony payments or marital property rights for the benefit of a spouse, former spouse, child or other dependent of a Participant. It creates an "alternate payee" who is entitled to all or a portion of a retirement plan participant's benefit.

A QDRO must contain the following information:

- The name and last known mailing address of the Participant and each alternate payee;
- The name of the Plan (Pacific Coast Roofers Pension Plan) to which the order applies;
- The dollar amount, percentage or the method for determining the portion of the benefit to be paid to the alternate payee; and
- The number of payments or time period to which the QDRO applies.

A QDRO cannot contain any of the following types of provisions:

- It must not require the Plan to provide an alternate payee or Plan Participant with any type or form of benefit or option not otherwise provided for under the Plan;

- It must not require the Plan to provide for increased benefits (determined on the basis of actuarial value) over what would be paid to the Participant in the absence of the QDRO;

- It must not require the Plan to pay benefits to an alternate payee that are already required to be paid to another alternate payee under a previously approved QDRO; and

- It must not require the Plan to pay benefits to an alternate payee in the form of a Marital Annuity for the joint lives of the alternate payee and his or her subsequent spouse.

PROCEDURE FOR OBTAINING A QDRO

You should have your attorney contact the Plan Office regarding your divorce. The Plan Office or the Plan's attorney will supply you with a sample QDRO, a copy of the Plan's QDRO procedures (at no cost) and other pertinent information pertaining to your situation. Your attorney or your spouse's attorney should then prepare a proposed QDRO based on your particular situation and submit it to the Plan's attorney for review. Once the QDRO has been approved by all concerned, it should be filed with the court. After being filed, an endorsed copy must be filed with the Plan Office before any benefits can be paid directly to your spouse.

APPLYING FOR YOUR RETIREMENT BENEFIT

In addition to meeting the Plan requirements for a pension benefit, you must (1) "retire" by stopping work in the roofing industry and (2) file a timely application for your pension with the Plan Office. Although you may qualify for a pension benefit, your failure to apply for that benefit is treated as an election to defer its payment. However, your pension cannot be deferred beyond your Required Beginning Date.

You can collect only one type of retirement benefit from the Plan – even if you are eligible for more than one type. Your pension application contains a section where you must indicate the type of pension being applied.

In order to receive survivor benefits to which they may be entitled, your Eligible Spouse or Eligible Dependent Child must notify the Plan Office of your death and file an application for benefits along with a copy of your death certificate. Alternate payees seeking payment of a share of your pension must notify the Plan Office, provide it with a copy with the qualified domestic relations order (QDRO) and file an application. A discussion about QDROs and how to obtain additional information appears on page 37.

FILING A PARTICIPANT APPLICATION

To apply for your pension benefit, contact the Plan Office for a pension application, complete it and return it to the Plan Office along with certain documents described below. If your application is incomplete or the Plan Office needs further documentation, they will notify you in writing. You have up to 60 days to send them the information they need to process your application. Otherwise, the effective date of your pension benefit may be delayed.

It is the Plan's policy to require a Social Security employment check for all retirees. This requires information from the Social Security Administration, a government office over which the Plan has no control. The Social Security Administration will not release your information to a third party, such as the Pension Plan without a Social Security Authorization form from you. In general, it takes that office at least two to three months to supply the information once it receives a Social Security Authorization form from you. <u>Therefore, you should start your application process at least six months before you actually plan to retire</u>.

Application for Normal, Early or Late Retirement Benefits

Your completed application for a Normal Retirement, Early Retirement or Late Retirement Benefit must be received prior to the first of the month in which you want your pension benefit to become effective (your Annuity Starting Date). For example, if you wish to have a May 1 Annuity Starting Date, your pension application <u>must be received</u> by the Plan Office no later than April 30.

Application for Disability Benefits – Important Timely Filing Information

You should make every effort to file your application for a Disability Benefit so that it is <u>received within 30 days</u> of your Social Security Disability Award letter. If your application is received within this time period, the Plan will be able to pay your Disability Benefit to you retroactive to the fifth month preceding the date that your Social Security Disability Benefit is payable. If your application <u>is not received within 30 days</u> of your Social Security Disability Award letter, your Disability Benefit will only become payable the first of the month following the date of your application and cannot be made retroactive to an earlier date, such as when you first became disabled.

Required Documentation

Your filed application is not complete unless it includes the following supporting documentation:

- **For All Participants:**
  - Proof of your age (birth certificate or similar document)
  - W-2 forms for your last five years of employment
  - Social Security Authorization form so that the Plan can conduct an employment check (see below).

- **For Married Participants**
  - Proof of marriage (marriage certificate)
  - Proof of your spouse's age (birth certificate or similar document)
- **Divorced Participants**
  - A Qualified Domestic Relations Order (QDRO) previously approved by the Plan, or
  - A divorce decree verifying that your ex-spouse has no interest in your pension benefit under the Plan.

If you are applying through the mail, send copies of your documents. **Never send the originals of official documents such as birth certificates**. If you are applying in person, bring the originals of the documents with you and the Plan Office staff will make copies and return the originals to you.

ELECTING A PAYMENT FORM AND WAIVER OF SURVIVOR BENEFITS

When you retire, you must elect one of the payment forms previously described in this booklet. If you are married, you may elect to waive the Marital Annuity, Post-Retirement Annuity Death Benefit and Qualified Optional Survivor Annuity (see pages 30, 31 and 33) in favor of the Life Annuity or Life Annuity with 120 Payment Guarantee of Payment provided that you obtain your spouse's written consent.

Written Explanation

In order for you and your spouse (if you are married) to be able to make informed decisions as to how you want your pension to be paid, the Plan is required to give you and your spouse a written explanation of all of the Plan's available payment forms that includes their eligibility rules, estimates of benefit amounts payable to the Participant, explanations of potential survivor benefits payable upon the death of the Participant and the relative value of the optional forms of benefits compared to the Plan's normal form of payment. Also included will be information concerning your right to defer the distribution of your benefit, the consequences of failing to defer its distribution and a description of how much larger the benefit will be if the commencement of benefits is deferred.

The law requires that the Plan provide these explanations within certain timeframes in order for you and your spouse (if applicable) to have sufficient time in which to review them before making your final decision. In order to be valid, the explanations cannot be given to you nor any election/waiver made more than 180 days nor less than 30 days prior to your Annuity Starting Date.

Depending on when you file an application for your pension, it may not be possible to provide you with the explanation more than 30 days prior to your desired Annuity Starting Date. In such cases, the law permits you and your spouse to waive the 30-days and keep your intended Annuity

Starting Date provided that the Plan does not provide you with your first check sooner than 7 days after your receive the written explanation.

Spousal Waiver and Consent Form

If you are married and your spouse's consent is required, the spousal waiver and consent form will include:

- Your spouse's consent to the elected payment form and an acknowledgement of the effect of the election.

- A statement that your spouse has the right to revoke any previously executed waiver any number of times prior to your Annuity Starting Date.

- A place on the form for your spouse's signature to be witnessed by either a Plan representative or notary public.

WHEN RETIREMENT BENEFIT PAYMENTS BEGIN – ANNUITY STARTING DATES AND RETROACTIVE ANNUITY STARTING DATES

Annuity Starting Date

The date on which your Normal Retirement, Early Retirement or Late Retirement Benefit becomes effective is called your "Annuity Starting Date." Generally, your Annuity Starting Date cannot be earlier than the month in which the Plan Office receives your application for benefits.

Retroactive Annuity Starting Date

Due to the time needed to close out your file and calculate your benefits, you will most likely receive the written explanation concerning your payment form options and consequently your first check after your requested Annuity Starting Date. Therefore, your first pension check will contain an adjustment to cover the number of missed months. At your election, this adjustment will take either one of two forms.

- You may elect a "Retroactive Annuity Starting Date" which means that you will receive a retroactive lump sum payment (with interest) to cover each of the missed months of payments. Thereafter, you will receive a monthly benefit in the amount payable as of the Retroactive Annuity Starting Date.

- You may instead elect a later Annuity Starting Date which means that your pension will be calculated based on your age and terms of the Plan as of that date. In many case, you will receive a larger monthly benefit (but with no retroactive lump sum). For example, if you applied for an Early Retirement Benefit, you will be older on this later Annuity Starting Date resulting in a smaller early retirement reduction being applied to your benefit.

If you elect a Retroactive Annuity Starting Date and are married, your spouse must consent to the election.

Here is an example of a benefit paid both on a Participant's Retroactive Annuity Starting Date or on a later Annuity Starting Date.

> **Example:** A participant is entitled to a $1,000.00 monthly benefit at Normal Retirement Age. He is age 56 years old and files an application for a February 1 Early Retirement Benefit Annuity Starting Date. His monthly benefit is reduced by 12% giving him a February 1 benefit of $880.00. Due to the time needed to process his benefit, it is expected to start on May 1.
>
> If the Participant elects a February 1st Retroactive Annuity Starting Date, he is owed $2,640.00 to cover the three missed $880.00 payments for February, March and April plus $17.60 in interest for a one-time payment of $2,657.60. Effective May 1, he is entitled to the original $880.00 which is paid to him for the rest of his life.
>
> In contrast, if he instead elects the later May 1st Annuity Starting Date, he will be three months older (age 56 years and 3 months) on that date, so that his monthly benefit is reduced by 11.25% instead of 12%. While he receives no retroactive lump sum payment, his monthly benefit effective May 1 is $887.50.

WORKING AFTER RETIREMENT – SUSPENSION OF BENEFITS, PENALTIES FOR WORKING IN NONCOVERED ROOFING SERVICE AND EARNING ADDITIONAL BENEFITS

If you return to work after you retire, your ongoing pension payments may be affected. This section explains what happens if you come back to work.

SUSPENSION OF BENEFIT PAYMENTS

The Plan will stop paying your monthly benefit when you perform certain work in the roofing industry. The rules are different depending on whether you are younger or older than Normal Retirement Age (see below) when you return to work.

Before Normal Retirement Age

Generally, your monthly benefit payment will be suspended for each month that you perform <u>any</u> work in the roofing industry.

Normal Retirement Age and Later

Once you reach Normal Retirement Age, your benefit payments will be suspended for any month that you work 40 or more hours in the roofing industry. Exceptions are listed below.

What is Work in the Roofing Industry?

You are considered to be working in the roofing industry if you work:

- For an employer that is in the same business as an Employer that contributed to this Plan on your Annuity Starting Date, and

- In a job that makes use of one or more of the same skills as those for which the Plan was at any time required to receive contributions on your behalf or one that involves related supervisory activities. Such skill is covered under this provision if it was learned during a significant period of training or practice (whether or not acquired during Participation in the Plan) or relates to selling, retailing, managerial, clerical or professional occupations; and

- In a geographic area, including California, Oregon, and Washington, covered by this Plan.

Exceptions:

However, the following exceptions apply:

- If you work for a contributing Employer, bargained work shall not affect your ability to continue to receive the portion of your pension benefit attributable to nonbargained work; and nonbargained work shall not affect your ability to continue to receive the portion of your benefit attributable to bargained work.

- Work after February 1, 1994 for an unorganized employer for a specified time period (not to exceed six months, unless extended by an additional six months) approved in writing by the Union. Such written authorization must be timely filed with the Plan Office.

- Work for a governmental agency or the International/Local Union of the United Union of Roofers, Waterproofers and Allied Workers that does not contribute to the Plan provided that the type of work is work generally not covered by collective bargaining agreements within the jurisdiction of the Plan.

Notification of Work in the Roofing Industry

You must notify the Plan Office immediately if you return to work. You must submit the notification regardless of whether you believe the work you are doing will result in a suspension of benefits.

When you retire again, you must notify the Plan Office that you have stopped working and provide any information they require to verify you are no longer working.

Presumption of Working in the Roofing Industry

Failure to report any month of reemployment will create a rebuttable presumption that you worked 40 hours in roofing service in the month, and if the work was at a construction site you worked at that site the entire time the employer was there.

Disability Benefits

If you are receiving Disability Benefits and return to work, your benefits from the Plan will end at the end of the last month that Social Security Disability Benefits are paid.

WORKING IN NONCOVERED ROOFING SERVICE

Your retirement benefit may be affected by your work in Noncovered Roofing Service before or after retirement (see page 18).

EARNING ADDITIONAL BENEFITS FOR WORK IN COVERED SERVICE

If you return to work for an Employer that contributes to this Plan, you will again earn benefits under the same terms as any other Plan participant. When you retire again, you can submit a written application to the Trustees to have your retirement benefit re-calculated, adding in the benefits resulting from your latest work.

ROOFERS LOCAL #95 PENSION PLAN RULES

This section briefly explains the rules applicable to the benefits you may have earned under Roofers Local #95 Pension Plan prior to its June 1, 1991 merger into the Pacific Coast Roofers Pension Plan. If you were a participant in the Roofers Local # 95 Pension Plan on May 31, 1991, you automatically became a Participant of the Pacific Coast Roofers Pension Plan on June 1, 1991. Except as modified by any Rehabilitation Plan adopted by the Pacific Coast Roofers Pension Plan, any benefits you accrued before June 1, 1991 under the Roofer Local # 95 Pension Plan are subject to the terms of that Plan. This section contains a brief summary of the major provisions of the Roofers Local #95 Pension Plan.

VESTING

Any benefits you earned under the Roofers Local # 95 Pension Plan before June 1, 1991 become vested according to the rules of that Plan. If you were not vested as of June 1, 1991, your service under the Pacific Coast Roofers Pension Plan will count towards becoming vested in your Roofers Local # 95 Pension Plan benefits under its rules.

Collectively bargained active participants who have one or more Hours of Service on or after August 1, 1997 are fully vested after earning five years of Vesting credit. Other participants of the Local #95 Pension Plan become vested in accordance with the following schedule:

Years of Vesting Credit	Vested Percentage
Less than 5	0
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

If a participant is not 100% vested, any benefit otherwise payable to the participant or his beneficiaries will be multiplied by the vested percentage determined above.

Pacific Coast Roofers Pension Plan Vesting rules apply starting August 1, 1991. Special rules apply for the period June 1 through July 31, 1991. Contact the Plan Office if you need more information.

NORMAL RETIREMENT BENEFIT

Eligibility

You are entitled to retire on a Normal Retirement Benefit upon reaching your normal retirement age. Under the Local #95 Pension Plan your normal retirement age is the earlier of:

- Age 57 with at least five years of credited Vesting service; or
- The latter of attaining age 65 while a participant or the 5th anniversary of your entry into the Plan (10th anniversary if you did not have at least one hour of service after June 1, 1988).

In addition to satisfying the age and service requirements above, you must be retired and have filed an application for your pension before benefits are considered to be payable to you. An exception is that your Normal Retirement Benefit must commence no later than your Required Beginning Date.

Benefit Formula

The monthly benefit formula for participants who had not had a one-year break in service as of June 1, 1989, is:

$18.00 for each year of past benefit service credit;

$55.00 for each year of future service benefit credit before June 1, 1983; and

$86.00 for each year of future service benefit credit after June 1, 1983.

For participants who have a one-year break in service on or before May 31, 1989, the benefit formula for service from June 1, 1983 to June 1, 1991 is $80.00 for each year of service credit.

This benefit formula for future service was increased for active participants, but not for inactive or Frozen Participants, as follows:

Date of Increase	Percentage Increase
August 1, 1991	10.0%
August 1, 1992	6.2%
August 1, 1993	5.0%
August 1, 1995	4.0%
August 1, 1997	20.0%
August 1, 1998	5.5%

EARLY RETIREMENT BENEFIT

You are eligible for early retirement when you reach age 52 if you have at least 5 years of credited Vesting service. In addition to satisfying the age and service requirements above, you must be retired and have filed an application for your pension before benefits are considered to be payable to you.

Your Early Retirement Benefit is a percentage of your Normal Retirement Benefit based on how much younger than age 57 you are when you retire.

Prior to the adoption of the Rehabilitation Plan, your Normal Retirement Benefit was reduced by ¼ of one percent for each month you are younger than 57 but older than 55 plus 4/9 of one percent for each month you are younger than age 55. If you are subject to the Rehabilitation Plan's Recommended Schedule and have 20 or more years of Vesting Credit, your Normal Retirement Benefit is reduced by ½ of one percent for each month you are younger than age 57. If you are subject to the Rehabilitation Plan's Recommended Schedule and have less than 20 years of Vesting Service, your Normal Retirement Benefit is reduced on an actuarial equivalent basis for each month that you are younger than age 57.

DISABILITY RETIREMENT BENEFIT

The general availability of the Disability Retirement Benefit is subject to provisions of the Rehabilitation Plan adopted by the Pacific Coast Roofers Pension Plan. Therefore, it is not available unless you are subject to the terms of the Recommended Schedule of the Rehabilitation Plan and have at least 20 Vesting Credits. In addition, you must satisfy all of the requirements listed below.

- The date of your permanent and total disability must have occurred within one year after you last worked for a contributing employer;

- During the year immediately preceding your last day with a contributing employer you must have worked for at least 360 hours for a contributing employer or employers who actually made contributions on behalf of all covered employees during that year;

- You are unable to engage in any substantial gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or to be of long, continued and indefinite duration, as documented by a determination from the Social Security Administration that you are entitled to a Social Security Disability Benefit; and

- You must have not worked in Noncovered Roofing Service during the two-year period prior to the date of your permanent and total disability.

The amount of your Disability Retirement Benefit prior to your attainment of normal retirement age, is calculated in the same way as a Normal Retirement Benefit determined as of the date of your total and permanent disability. If you die while receiving a Disability Retirement Benefit and prior to your normal retirement age, your surviving spouse will be paid a monthly benefit in the same amount as if you had retired under a reduced contingent annuitant benefit with a 100% continuation. Once you attain normal retirement age (57), your Disability Retirement Benefit will be converted to a Normal Retirement Benefit and you will be entitled to elect any payment form available to persons retiring with a Normal Retirement Benefit.

FORMS OF PAYMENT

Benefits earned under the Local #95 Pension Plan are payable under payment forms described in the Pacific Coast Roofers Pension Plan's Rehabilitation Plan Schedules.

PRE-RETIREMENT DEATH BENEFITS

If you die before retirement, death benefits are payable as follows:

To your surviving spouse if:

- you are vested;
- you have been married to your spouse at least one year before death.

The amount of your spouse's benefit will be equal to 100% of the monthly benefit you would have been entitled to receive if you retired the day before your death with a 100% contingent annuitant benefit. If you die before age 52, the amount will be the actuarial equivalent of such benefit starting at age 52.

If you have no surviving spouse, or if your surviving spouse dies while your children are young, death benefits are payable, to your Eligible Dependent Children, if:

- they are unmarried; and
- they are either under age 19 or under age 23 and have the status of a full-time student.

The amount of the children's benefit will be 100% of the life annuity you could have received if you had retired on the date preceding your death. You must also have met the conditions listed in the next paragraph.

If no surviving spouse or child is eligible as described above, a lump sum death benefit will be payable to your beneficiary under the Pacific Coast Roofers Plan.

DEPENDENT DEATH BENEFIT FOR RETIRED PARTICIPANTS

If at the time of retirement you have at least 5 years of Vesting credit, not counting reciprocal service, and when all other benefits cease under the form selected by you at retirement you still have Eligible Dependent Children as described above, monthly payments will be made to those children until they cease to be eligible as dependants. The amount shall be 100% of the single life annuity you could have elected starting at normal retirement age.

FEDERAL INCOME TAX WITHHOLDING AND ELIGIBLE ROLLOVER DISTRIBUTIONS

FEDERAL INCOME TAX WITHHOLDING

Federal Income Taxes will be automatically withheld from any benefits paid by the Plan that exceed the limits established by the Internal Revenue Service, unless you elect not to have income taxes withheld. You will be given complete information and the opportunity to elect or reject withholding when you apply for benefits.

MANDATORY 20% WITHHOLDING AND ELIGIBLE ROLLOVER DISTRIBUTIONS

A federal law called the Unemployment Compensation Amendments of 1992 requires that if you, your spouse or eligible Dependent are receiving benefits under certain payment forms from the Plan that are includable in gross income, the Plan ***must*** withhold 20% of the payment for income tax purposes. This is not a tax and withheld monies are applied towards any taxes you may owe when you next file your income tax returns.

Distributions to Eligible Dependent Children under the Plan's Pre-Retirement Annuity Death Benefit and Post-Retirement Annuity Death Benefit may be considered to be Eligible Rollover Distributions. In most other cases, benefits being distributed from the Plan are probably not considered Eligible Rollover Distributions.

Any eligible rollover distributions may be rolled over into an IRA or other tax-exempt retirement plan. If rolled over, the 20% withholding will not apply.

You, your surviving spouse or eligible Dependent will be given complete information when you apply for benefits and the opportunity to elect or reject rollover treatment if your benefit is subject to 20% mandatory withholding.

IMPORTANT: To determine the best way for you to receive payment of your retirement benefits and the tax consequences of the retirement benefits you receive, it is a good idea to consult a qualified tax advisor. The information contained in this booklet does not constitute tax advice. In addition, while the Fund Office will provide you with notices and forms, its staff cannot provide you with tax advice.

WHAT TO DO IF YOUR APPLICATION IS DENIED

INITIAL CLAIM

All initial claims must be filed with the Plan Office in writing using such forms and standards specified by the Joint Board. If a filed claim does not contain all of the necessary information, including information required from the Social Security Administration, the Plan Office will notify the Participant or the Participant's representative in writing.

INITIAL CLAIMS DENIAL BY THE PLAN

If your pension application is denied, a written denial letter will be sent to you within 90 days after your application is filed. If the Plan needs additional time to process your application, it may obtain an extension of up to an additional 90 days to process your application. In that case, you will be notified of the reasons for the delay and when you can expect to receive a decision. If you do not hear from the Plan within 90 days, you can assume your application has been denied.

The Plan's denial letter will:

- state the reason or reasons your application is being denied,
- refer you to the parts of the Plan document used to make the decision,
- describe any additional information or materials necessary for the Plan to reconsider your application and explain why the information is needed, and
- describe the Plan's review procedures and the time limits attached to specific procedures, and
- contain a statement of your right to bring a court action ERISA Section 502 (a) following a denial of your appeal.

FILING AN APPEAL

If you believe that your application for benefits was incorrectly denied or believe that you did not receive the full amount of benefits to which you are entitled, you may file an appeal. You must follow the following steps to file an appeal:

1. Within 60 days after receiving a claim denial notice, you must send a written request to the Trustees to review your application.

2. Your request for review may include written comments, documents, records or other information related to your claim.

3. Upon written request, the Plan Office will provide you, free of charge, reasonable access to and copies of documents, records and other information if they (1) were relied upon by the Plan in making its initial determination, (2) were submitted, considered or generated in the course of making the determination – even if not relied upon, (3) demonstrate that the Plan provisions have been followed and applied consistency with respect to similarly situated persons and (4) constitute a statement of policy or guidance with respect to the Plan concerning the denial – whether or not relied upon.

4. The Plan's review will take into account all comments, documents, records and other information that you have submitted – regardless of whether it was used in the initial benefit determination.

5. You do not have a right to personally appear before the Joint Board of Trustees, unless the Joint Board in its sole discretion concludes that such an appearance would be of value in enabling it to review the Plan's initial decision.

APPEALS HEARING AND DECISION

Your appeal will be heard at the next regularly scheduled Trustees' meeting after the receipt of your appeal, unless your appeal is received within 30 days of that meeting; in which case it will be heard at the second regularly scheduled meeting after receipt of your appeal. If the Trustees need more time, you will be notified in writing of the extension and the reasons for the extension prior to the start of the extension.

Once the Joint Board makes its decision, you will be notified in writing within five days. If your appeal is denied, the notification will contain the following information:

1. The specific reason or reasons for the decision.

2. Reference to this specific Plan provisions on which the appeal's decision was based.

3. A statement that you are entitled to receive upon written request and free of charge reasonable access to and copies of all documents, records and other information relevant to your claim.

4. A statement of your right to bring court action under ERISA § 502(a).

LEGAL PROCEEDINGS

You may pursue your claim for benefits in court under ERISA Section 502(a) but only after you have exhausted your administrative remedies as provided in these claims procedures. Your failure to exhaust your administrative remedies will preclude further judicial review.

The Board of Trustees is given full discretionary authority (1) to finally determine all facts relevant to any claim, (2) to finally construe the terms of the Plan and all other documents relevant to the Plan, and (3) to finally determine what benefits are payable from the Plan.

Any decision made by the Board of Trustees or its appointed subcommittee shall be binding on all persons affected to the fullest extent permitted by law.

No decision of the Board of Trustees shall be revised, changed or modified by any arbitrator or court unless the party seeking such action is able to show by clear and convincing evidence that the Joint Board's decision was an abuse of discretion in light of the information actually available to it and considered by it at the time of its decision.

AUTHORITY OF THE BOARD OF TRUSTEES

AUTHORITY TO INTERPRET THE PLAN

Only the Board of Trustees is authorized to interpret the Plan described in this booklet. No Employer, Union, individual Trustee or other representative is authorized to interpret this Plan or contact the Board of Trustees on your behalf.

Under the Trust Agreement, the Board (or people authorized to act on its behalf, such as a claims appeal committee) have sole authority to make final decisions regarding any retirement benefit applications, interpretation of Plan benefits, the trust agreement or any other regulations, procedures or administrative rules adopted by the Trustees.

Decisions of the Board (or those acting for it) are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board or those acting for the Board is challenged in court, it is the intention of the parties to the Trust that such decision is to be upheld.

AUTHORITY TO AMEND THE PLAN

All benefits under the Plan are conditional and subject to the Trustees' authority under the trust agreement to change them. The Trustees have the authority to increase or decrease benefits or change eligibility rules or other Plan provisions as they determine to be in the best interest of Plan participants.

AUTHORITY TO TERMINATE THE PLAN

Although the Board of Trustees intends to continue your Pension Plan indefinitely, it reserves the right to interpret, change or end the Plan at any time. If your Pension Plan ends, you are automatically vested in the pension benefits you have already earned, even though you can no longer earn any future benefits under the Plan.

MISCELLANEOUS

IRS LIMITS ON BENEFIT AMOUNTS

Internal Revenue Code (IRC) Section 415 limits the total benefit amount that individuals can receive from all retirement plans in which they participate with the same employer. These limits apply to benefits paid by the Pacific Coast Roofers Pension Plan, except that its benefits are not combined with the benefits from another multiemployer plan for this purpose.

You may be affected by IRC Section 415 limits if your full retirement benefit will be more than a fixed amount set by the government. The fixed dollar amount is adjusted downward for each year you retire before age 62 or upward for each year that you retire after age 65.

SPECIAL RULES IF THE PLAN IS TOP HEAVY

The Plan is designed to provide fair and equitable benefits for all Plan participants. Tests are conducted periodically to ensure that this remains true. If the tests reveal that the Plan benefits are concentrated among too few highly paid individuals then the Plan is considered to be “top heavy” and special rules will be applied. These rules affect Vesting, minimum benefits, and Compensation limitations will apply. If the Plan is determined to be top heavy, you will be notified in writing and fully informed of the special rules and how they affect you.

APPENDIX – DEFAULT SCHEDULE BENEFITS

The benefits described in this Appendix are only applicable if your pension is subject to the terms of the Rehabilitation Plan's Default Schedule. They are not applicable to the benefits of Participants who are either (1) not subject to any Rehabilitation Plan Schedule, or (2) are subject to the terms of the Rehabilitation Plan's Recommended Schedule.

FORMULA FOR CALCULATING YOUR EARLY RETIREMENT BENEFIT

This Appendix only addresses how the Early Retirement Benefit is calculated for Participants whose benefits are subject to the Default Schedule of the Rehabilitation Plan. Please refer to page 25 for a general description of the Plan's Early Retirement Benefit.

The first step in calculating your Early Retirement Benefit amount is to calculate your Normal Retirement Benefit based on your benefit accrued up to the date of your Early Retirement Benefit Annuity Starting Date. The amount of your Normal Retirement Benefit is then reduced for early retirement. The reduction depends on your age as described below.

The amount of your Early Retirement Benefit is a percentage of your Normal Retirement Benefit as shown in the examples below. The percentages are different for the portions of your benefit earned before and after August 1, 2011.

Examples of Early Retirement Adjustment Formulas Under the Default Schedule of the Rehabilitation Plan

Age at Retirement	Benefit Earned Prior to August 1, 2011	Benefit Earned on or after August 1, 2011
62	100.00%	100.00%
61	100.00%	89.96%
60	100.00%	81.12%
59	97.00%	73.32%
58	94.00%	66.40%
57	91.00%	60.26%
56	88.00%	54.78%
55	85.00%	49.89%

ELIGIBILITY FOR A DISABILITY BENEFIT

You are not entitled to a Disability Benefit if you are subject to the Plan's Default Schedule.

ADJUSTMENT TO YOUR PENSION FOR THE MARITAL ANNUITY

This appendix only addresses how the Marital Annuity is calculated for Participants whose benefits are subject to the Default Schedule of the Rehabilitation Plan. Please refer to page 30 for a general description of the Plan's Marital Annuity benefit. Please also note that the Marital Annuity "pop-up" feature only applies to the portion of your benefit accrued prior to September 1, 2011 (i.e., the portion of your benefit accrued on or after September 1, 2011 remains reduced for the rest of your life).

Your Marital Annuity based on the portion of your benefit earned prior to September 1, 2011 is adjusted in the same manner as the Marital Annuity for Participant's whose benefits are not subject to the Rehabilitation Plan (see preceding section).

The portion of your benefit earned on or after September 1, 2011 is adjusted on a true actuarial equivalent basis using the actual ages of you and your spouse on your Annuity Starting Date.

ADJUSTMENT TO YOUR PENSION FOR THE POST-RETIREMENT ANNUITY DEATH BENEFIT

This appendix only addresses how the Post-Retirement Annuity Death Benefit is calculated for Participants whose benefits are subject to the Default Schedule of the Rehabilitation Plan. Please refer to page 31 for a general description of the Plan's Post-Retirement Annuity Death Benefit. Please also note that the Post-Retirement Annuity Death Benefit "pop-up" feature only applies to the portion of your benefit accrued prior to September 1, 2011 (i.e., the portion of your benefit accrued on or after September 1, 2011 remains reduced for the rest of your life).

If elected, the amount of your Normal Retirement, Early Retirement or Late Retirement Benefit is reduced as follows if you retire on or after September 1, 2011:

- 12.5% for your benefits earned prior to September 1, 2011; and
- Your benefits earned on or after September 1, 2011 are adjusted on an actuarial equivalent basis.

If your Eligible Spouse predeceases you and you have no Eligible Dependent Children, the ortion of your benefit earned prior to September 1, 2011 will "pop-up" to the amount payable for the portion if you had not elected the Post-Retirement Annuity Death Benefit.

ADJUSTMENT TO YOUR PENSION FOR THE LIFE ANNUITY WITH 120 PAYMENT GUARANTEE

This appendix only addresses how the Life Annuity with 120 Payment Guarantee is calculated for Participants whose benefits are subject to the Default Schedule of the Rehabilitation Plan. Please note that you may elect this payment form only with respect to the portion of your Normal Retirement, Early Retirement, Late Retirement or Disability Benefit that was accrued prior to September 1, 2011. It is not available for the portion of your benefit that was accrued on or after September 1, 2011and you must elect a different payment form subject to the terms of the Plan for that portion of your benefit. If you are married when you retire, you may still elect this payment form. However, both you and your spouse must submit a written, notarized election to the Plan Office rejecting the Marital Annuity, Qualified Optional Survivor Annuity or Post-Retirement Annuity Death Benefit in favor of this payment form. Please refer to page 34 for a general description of the Plan's Life Annuity with 120 Payment Guarantee.

Because there is the potential to have benefits paid beyond your lifetime to a beneficiary for any remainder of the 120-month guarantee period, if you elect this payment form, you will receive 92% of the amount of the Normal Retirement, Early Retirement or Late Retirement Benefit otherwise payable to you.

AMOUNT OF THE PRE-RETIREMENT ANNUITY DEATH BENEFIT

This appendix only addresses how the Pre-Retirement Annuity Death Benefit is calculated for Participants whose benefits are subject to the Default Schedule of the Rehabilitation Plan. Please refer to page 35 for a general description of the Plan's Pre-Retirement Annuity Death Benefit.

If you die while subject to the Default Schedule of the Rehabilitation Plan, the Pre-Retirement Annuity Death Benefit will be paid in the same way as the Plan's Pre-Retirement Marital Annuity.

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

1. PLAN NAME

Pacific Coast Roofers Pension Plan

2. PLAN EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER

The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 94-6051377. The Plan Number is 001.

3. TYPE OF PLAN

This is a defined benefit pension plan within ERISA. The Plan provides retirement benefits to Participants who satisfy its eligibility requirements. It also provides certain disability and death benefits.

4. PLAN FISCAL YEAR

The Plan's twelve-month fiscal year runs from August 1 through July 31.

5. TYPE OF ADMINISTRATION

The Plan is administered and maintained by a Board of Trustees consisting of an equal number of Union and Employer Trustees. They have retained the services of a third party administrator, United Administrators, to provide day-to-day administrative services. The address and telephone number of the Plan Office is:

United Administrative Services
6800 Santa Teresa Blvd. Suite 100
San Jose CA 95119

Telephone Number:
(408) 288-4400

Toll Free Telephone Number:

(800) 541-8059
(California residents only)

5. NAMES AND ADDRESSES OF INDIVIDUAL MEMBERS OF THE BOARD OF TRUSTEES

Union Trustees	Employer Trustees
Brent Beasley Roofers, Waterproofers & Allied Workers Local No. 220 283 N. Rampart Street, Ste. F Orange, CA 92868	William D. Callahan, Ph.D. Associated Roofing Contractors of the Bay Area Counties, Inc. 1425 Treat Blvd., Suite C Walnut Creek, CA 94597
Russ Garnett Roofers, Waterproofers & Allied Workers Local No. 49 5032 SE 26th Avenue Portland, OR 97202-4623	Rick Gehrts Snyder Roofing 12650 SW Hall Boulevard Tigard, OR 97223
Gabriel Perea Roofers, Waterproofers & Allied Workers Local No. 27 5537 El Lamona Ave. Fresno, CA 93727	Ronald D. Johnston, Ph.D. Executive Director Union Roofing Contractors 2914 E. Katella Avenue, Ste. 202 Orange, Ca 92867
Robert Rios Roofers, Waterproofers & Allied Workers Local No. 95 2330-A Walsh Avenue Santa Clara, CA 95051	Lawrence T. Reardon Enterprise Roofing Service P. O. Box 5130 Concord, CA 94524-0130
Cliff Smith Roofers, Waterproofers & Allied Workers Local No. 36 5380 Poplar Blvd. Los Angeles, CA 90032	Keith Robnett Blue's Roofing Company 182 Topaz Street Milpitas, CA 95035
Steve Tucker Roofers, Waterproofers & Allied Workers Local No. 40 150 Executive Park Blvd., Ste. 3625 San Francisco, CA 94134	
Doug Ziegler Roofers, Waterproofers & Allied Workers Local No. 81 8400 Enterprise Way, #122 Oakland, CA 94621	

6. NAME AND ADDRESS OF PERSON DESIGNATED AS AGENT FOR SERVICE OF LEGAL PROCESS

Service of legal process may be made upon the Joint Board or upon any member of the Joint Board.

7. SOURCES OF CONTRIBUTIONS TO THE PLAN

All contributions to the Plan are made by Employers in accordance with collective bargaining agreements in force with Local Unions or Contribution Agreements.

8. AVAILABILITY OF COLLECTIVE BARGAINING AGREEMENTS AND INFORMATION ON THE PLAN'S CONTRIBUTING EMPLOYERS

The Plan is maintained pursuant to various collective bargaining agreements. Copies of collective bargaining agreements are available for inspection at the Plan Office during regular business hours and upon written request will be furnished by mail. A copy of any collective bargaining agreement that provides for contributions to this Plan will also be made available for inspection within 10 calendar days after a written request is received at any of the local Union offices or at the office of any Employer to which at least 50 Plan Participants report each day.

The Plan Office will provide any Plan Participant or beneficiary, upon written request, information as to whether a participant employer is contributing to this Plan with respect to the work of Participants in the Plan and if the employer is a contributor, the employer's address.

9. CORPORATE CO-TRUSTEE

Benefits are provided directly from the Plan's assets that are accumulated under the Trust Agreement and held in custody by U.S. Bank Institutional Trust & Custody which serves as the Plan's corporate co-trustee.

10. GUARANTY OF BENEFITS UNDER FEDERAL LAW

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

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. The PBGC's maximum guarantee limit is $16.25 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

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

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http:// www.pbgc.gov.

11. STATEMENT OF ERISA RIGHTS

As a Participant in the Pacific Coast Roofers Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Office and at other specified locations, such as worksites and Union halls, all documents governing the Pension Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Pension Plan with the United States Department of Labor.

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

- Receive a summary of the Pension Plan’s annual financial report. The Board of Trustees is required by law to furnish each Participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the Pension Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Pension Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Board of Trustees to provide the materials and pay you up to $110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees. 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 pension plan's decision or lack thereof concerning the status of a domestic relations order, you may file suit in federal court.

If it should happen that pension plan fiduciaries misuse the pension plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the United States Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or The Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration ("EBSA"). For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 800-998-1542 or contact the EBSA field office nearest you. You may also find answers to your plan questions at the website of the EBSA at http://www.dol.gov/ebsa/.

ADMINISTERED BY
UNITED
ADMINISTRATIVE SERVICES

PLEASE PRINT IN INK OR TYPE

PACIFIC COAST ROOFERS PENSION PLAN ENROLLMENT AND DESIGNATION OF BENEFICIARY CARD

Please return this form to:
Pacific Coast Roofers Pension Plan
P.O. Box 5057
San Jose, CA 95150-5057

PARTICIPANT INFORMATION

LAST________________ FIRST ____________ M.I. ___ SOCIAL SECURITY NO. ____/____/____ DATE OF BIRTH ____/____/____

ADDRESS________________ CITY ____________ STATE ____ ZIP ____________

LOCAL NO. ______ ❒ Male ❒ Female Members' Signature ______________Date ____________

MARRIAGE AND DEPENDENT INFORMATION

____________ ____/____/____ ____/____/____ ____________
NAME DATE OF BIRTH SOC. SEC. # RELATIONSHIP
ADDRESS (IF DIFFERENT FROM YOU) ________________________

____________ ____/____/____ ____/____/____ ____________
NAME DATE OF BIRTH SOC. SEC. # RELATIONSHIP
ADDRESS (IF DIFFERENT FROM YOU) ________________________

____________ ____/____/____ ____/____/____ ____________
NAME DATE OF BIRTH SOC. SEC. # RELATIONSHIP
ADDRESS (IF DIFFERENT FROM YOU) ________________________

____________ ____/____/____ ____/____/____ ____________
NAME DATE OF BIRTH SOC. SEC. # RELATIONSHIP
ADDRESS (IF DIFFERENT FROM YOU) ________________________

BENEFICIARY INFORMATION

Marital Status: ❒ Married ❒ Single ❒ Divorced ❒ Widowed

Primary Beneficiary or Beneficiaries:

Name(s)	Address(es)	Percentage	Relationship

Please print full name - Example: Mary A. Doe. Example of contingent Beneficiaries is as follows:
To my spouse, Mary A. Doe, if living. If not living, then to my surviving children, share and share alike.

Name(s)	Address(es)	Percentage	Relationship

Dated: ______ ___ , 20___ ____________________
(SIGNATURE OF PARTICIPANT)

Instructions: Mail this form to the Plan's Administrative Office (see address above). These beneficiary designations shall take effect only when received by the Plan's Administrative Office.

SPOUSE'S CONSENT

NOTE: Any designation of your spouse as beneficiary is automatically revoked upon entry of a final decree of dissolution, unless a qualified domestic relations order provides otherwise.

I, ________________ , swear that I am the spouse of ________________

I hereby consent to my spouse's beneficiary designation. I understand that as a result of this consent, someone else will be entitled to receive more than one-half of the death benefits under the Plan.

Dated: ________________ , 20____ ________________
(SIGNATURE OF THE SPOUSE)

WITNESSED BY: ________________________
Plan Representative
\- OR -

State of ________________ County of ________________
Subscribed and sworn to (or affirmed) before me this ___ __ day of ________ , ______ by____________

4/12/05

____
Notary Public

PACIFIC COAST ROOFERS PENSION PLAN

PENSION APPLICATION

NOTE: THE PLAN WILL HOLD YOU AND YOUR BENEFICIARIES PERSONALLY LIABLE FOR ANY BENEFITS PAID BASED ON INCORRECT INFORMATION PROVIDED IN THIS FORM.

INSTRUCTIONS:

1. Please read each question carefully.
2. Print all information.
3. Be sure to answer all applicable questions. This will avoid delay in having your application processed.
4. Be sure to sign and date the application. Return all pages.
5. Mail this completed application, attachments and proof of age to the Plan at:
   Pacific Coast Roofers Pension Plan
   P.O. Box 5057
   San Jose, CA 95150
   (408) 288-4400

GENERAL INFORMATION:

6. Name ____
   (Last) (First) (Middle)
7. Address ____
   (No. and Street) (City) (State) (Zip)
8. Social Security #: _______________. (If you ever worked under a Social Security Number different from the one shown, please attach a statement giving the number and the period of employment so that your work record can be verified properly.)
9. Date of Birth: _______________. (Attach proof of age. See page 6).
10. Local Union #: _______________. 11. Home Phone Number: _______________

MARITAL AND FAMILY STATUS:

12. Current Marital Status: ☐ Married ☐ Single ☐ Divorced ☐ Widowed

    If married, please provide the following information:

    a. Spouse's Name: _______________
    b. Spouse's Social Security #: _______________
    c. Spouse's Date of Birth: _______________ (Attach proof of age. See page 6).
    d. Copy of marriage certificate.

13. Were you ever previously married: ☐ Yes ☐ No

    If yes, please provide the following information: Copy of Divorce Decree and QDRO, "Qualified Domestic Relations Order"

Ex-Spouse's Name(s)	**Dates of Marriage**			
_______________	_________	to	_________	☐ Divorced ☐ Widowed
_______________	_________	to	_________	☐ Divorced ☐ Widowed
_______________	_________	to	_________	☐ Divorced ☐ Widowed

14. With respect to each deceased ex-spouse, provide a copy of the spouse's death certificate.

15. With respect to each previous marriage ended by divorce or dissolution, advise if there are any of the following and provide copies if there are:

a. Divorce Decrees: ☐ No ☐ Yes How Many? ________

b. Qualified Domestic Relations Orders: ☐ No ☐ Yes How Many? ________

c. Property Settlement Agreements: ☐ No ☐ Yes How Many? ________

d. Any other Court Order directing that a portion of your pension benefit be payable to someone else: ☐ No ☐ Yes How Many? ________

16. Do you have any dependent children under age 18, or if full-time student, under age 23? ☐ Yes ☐ No
If yes, please provide the following information:

Names	**Dates of Birth**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

TYPE OF APPLICATION:

17. I wish to apply for: *(check one)*

☐ Normal Retirement (age 65) ☐ Early Retirement (age 55 or over) ☐ Disability Retirement**

*** DO NOT COMPLETE QUESTIONS 18, 19 OR 20 IF APPLYING FOR AN ESTIMATE FOR VESTING**

18. Date you plan to retire: Month: ________________ Year: __________

19. My last day of covered employment was/will be: Month: ________________ Year: __________

20. **If you are applying for Disability Retirement, are you receiving Social Security Disability Benefits?****

☐ Yes ☐ No ☐ Pending

**If "yes," attach a photocopy of your Social Security Disability Award. If "no," you must obtain a determination before Disability Retirement can be processed for you by this plan.

EMPLOYMENT HISTORY:

21. Date you first worked as a Roofer: ________________________

22. Date you last worked as a Roofer: ________________________

23. List any time during your past service period when you DID NOT work in covered past service for 3 consecutive months or more.

a. List periods of time when you were in military service.

____

b. List periods of time when you were out of work because of illness.

____

c. List periods of time when you were employed in another industry.

____

d. Provide periods of time when you worked outside of California or Oregon.

____

e. Provide periods of time when you were unemployed.

____

f. Provide periods of time when you worked for your own roofing business or as a partner in a roofing business.

____

g. Provide any other periods of time of 3 months or more within your past service period when you did not work in covered past service.

____

24. List below all periods of time when you performed work as a Roofer or in the roofing industry for which no pension contributions were payable to the Trust, whether or not you were compensated for such work.

a. In California or Oregon between **August 1, 1980 and October 1, 1985.**

Employer's Name	**Employer's Mailing Address**	**Dates of Employment**

b. In California, Oregon, Washington, Nevada or Arizona between **October 1, 1985 and January 1, 1989.**

Employer's Name	**Employer's Mailing Address**	**Dates of Employment**

b. In California, Oregon, Washington, Nevada, Arizona or Hawaii between **January 1, 1989 and January 1, 1999.**

Employer's Name	Employer's Mailing Address	Dates of Employment

d. In the United States or any of its territories **after January 1, 1999.**

Employer's Name	Employer's Mailing Address	Dates of Employment

UNION MEMBERSHIP:

25. List below your Union membership history.

Dates of Membership										
From		To			From		To			
Month	Year	Month	Year	Local No.	Month	Year	Month	Year	Local No.	

SECTION 415 COMPLIANCE:

26. Will you receive any benefits from another pension or retirement plan for work performed by you during your career? ☐ Yes ☐ No

    If yes, list plans and benefits amounts.

Plan Name	Benefit Amount

27. Provide copies of your W-2 forms for the 3 highest consecutive years of compensation for work covered by the Plan.
28. If available, provide copies of your W-2 forms for all work covered by the Plan.
29. Complete and return the *Authorization To Obtain Earnings Data From The Social Security Administration,* which is attached to this application.
30. IT IS ABSOLUTELY ESSENTIAL THAT YOU BE AS ACCURATE AS POSSIBLE IN YOUR REPLIES. INCORRECT OR INCOMPLETE INFORMATION MAY DELAY PAYMENT OF YOUR PENSION BENEFITS AND YOU WILL BE HELD LIABLE FOR OVERPAYMENTS MADE AS A RESULT OF INCORRECT INFORMATION.

As a Participant of the Pacific Coast Roofers Pension Plan, I acknowledge that I will be bound by all the Rules and Regulations of the Pacific Coast Roofers Pension Plan.

I realize that all information on this application will be used for determining my Pension Credits and Benefits, if any, and I hereby declare under penalty of perjury that the foregoing is correct to the best of my knowledge.

____________________________ ____________________

Signature Date

107117/01150.008 PHX

PROOF OF AGE

INSTRUCTIONS:

SUBMIT A COPY OF YOUR BIRTH CERTIFICATE TO PROVE YOUR AGE.

Only if you do not have a birth certificate, submit a photocopy of one of the proofs listed in Group I, if you have or can possibly obtain it.

If you cannot submit proof by any Group I classification, submit photocopies of two (2) of the proofs listed in Group II.

Additional proofs of age may be requested if the documents you submit do not constitute convincing proof of your age.

Group I

- A baptismal certificate or a statement as to the date of birth shown by a church record, certified by the custodian of such record.
- Notification of registration of birth in a public registry of vital statistics.
- Hospital birth record, certified by the custodian of such record.
- Document showing approval of Social Security Pension.
- A foreign church or government record.
- A signed statement by the physician or midwife who was in attendance at birth, as to the date of birth as shown on their records.
- Naturalization record. Submit original, photocopy not permissible.
- Immigration record. Submit original, photocopy not permissible.

Group II

- Military record.
- Passport.
- School records, certified by the custodians of such records.
- Vaccination record, certified by the custodian of such record.
- An insurance policy which shows the age or date of birth.
- Other evidence such as signed statements from persons who have knowledge of your date of birth.

107117/01150.008 PHX

Form Approved
OMB No. 0960-0602

Authorization to Obtain Earnings Data from the Social Security Administration

Mail completed form to:	Social Security Administration PO Box 33011 Baltimore, MD 21290-3011	Requesting organization:	SSA Job No 8540 Index 1 PACIFIC COAST ROOFERS PENSION PLAN PO BOX 5057 SAN JOSE CA 95150-5057

Number Holder's Information

First Name: Middle Initial:

Last Name:

SSN: -- --

Date of Birth: -- -- (Month, Day, Year) Date of Death: -- -- (Month, Day, Year)

Other First, Middle Initial, and Last Name Used to Report Earnings:

Year(s) Requested: Y Y Y Y through Y Y Y Y

Y Y Y Y through Y Y Y Y

I am the individual to whom the record/information applies or that person's parent (if a minor) or legal guardian, or a person who is authorized to sign on behalf of the individual to whom the record/information applies. Please furnish the requesting organization, or its designees, an itemized statement of all amounts of earnings reported to my record, or to the record identified above, for the periods specified on this form. Please include the identification numbers, names, and addresses of the reporting employers. **I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge.**

Signature of Number Holder *(or authorized representative)*

Date -- -- (M M, D D, Y Y Y Y)

Printed Name *(if other than number holder)*

Relationship *(if other than number holder)*
- ☐ Spouse
- ☐ Legal Representative
- ☐ Other *(specify)*

Address | State

City | ZIP Code | Phone Number

Requesting Organization's Information

SSA must receive this form within 60 days from the date signed by the Number Holder (or Authorized Representative)

Signature of Organization Official | Date

Phone Number | Fax Number

FOR SSA USE ONLY ☐1 ☐2 ☐3 ☐4

IMPORTANT INFORMATION

Privacy Act Statement
Collection and Use of Personal Information

Section 205(c)(2)(A) of the Social Security Act, as amended, authorizes us to collect this information. We will use the information you provide to obtain earnings data. Furnishing us this information is voluntary. However, failing to provide us with all or part of the information may prevent an accurate and timely decision on any claim filed. We rarely use the information you supply us for any purpose other than to produce an itemized statement of earnings. However, we may use the information for the administration of our programs including sharing information:

1. To comply with Federal laws requiring the release of information from our records (e.g., to the Government Accountability Office and Department of Veterans Affairs); and,
2. To facilitate statistical research, audit, or investigative activities necessary to ensure the integrity and improvement of our programs (e.g., to the Bureau of the Census and to private entities under contract with us).

A complete list of when we may share your information with others, called routine uses, is available in our Privacy Act System of Records Notice 60-0059, entitled, Earnings Recording and Self-Employment Income System. Additional information about this and other system of records notices and our programs is available online at www.socialsecurity.gov or at your local Social Security office.

We may share the information you provide to other health agencies through computer matching programs. Matching programs compare our records with records kept by other Federal, State or local government agencies. We use the information from these programs to establish or verify a person's eligibility for federally funded or administered benefit programs and for repayment of incorrect payments or delinquent debts under these programs.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 2 minutes to read the instructions, gather the facts, and answer the questions. ***Send only comments relating to our time estimate above to***: *SSA, 6401 Security Blvd, Baltimore, MD 21235-6401.*