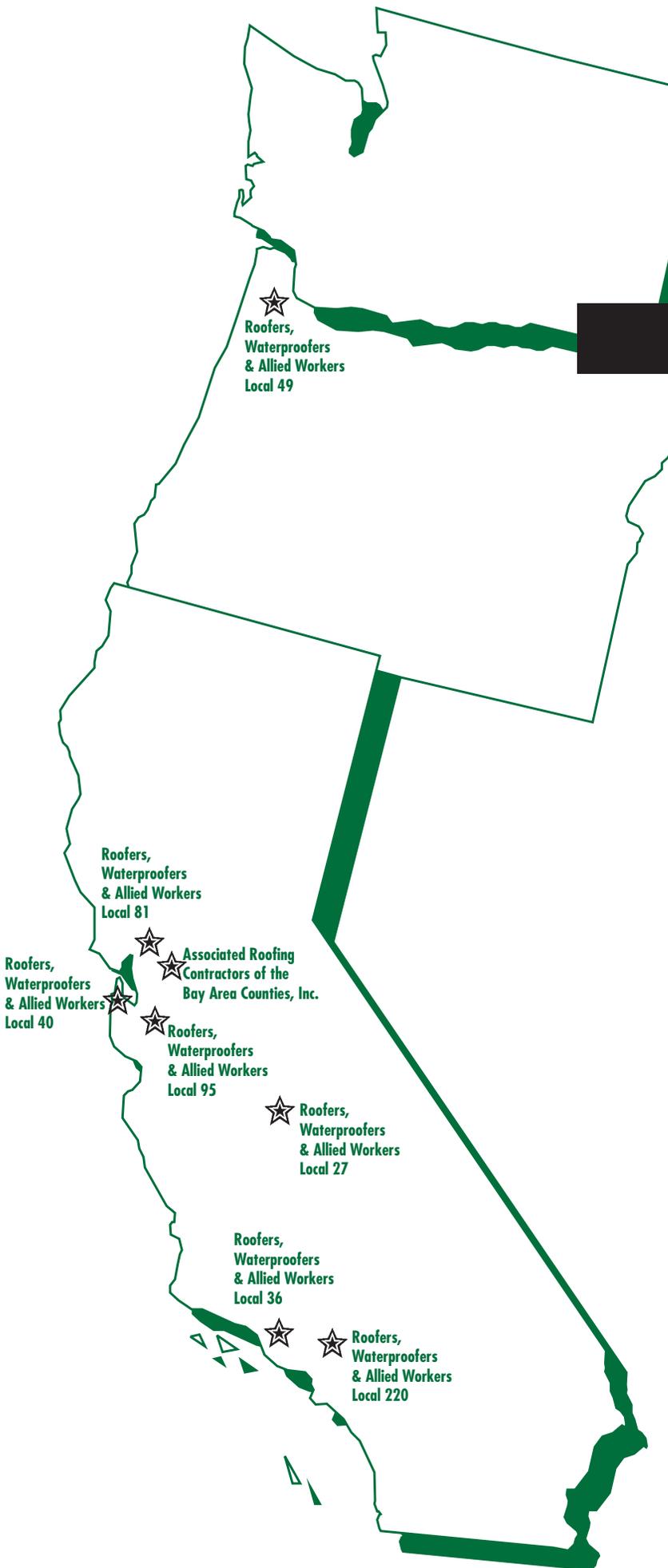


Pacific Coast Roofers Pension Plan

2007 Summary Plan Description



Only the Board of Trustees is authorized to interpret the plan described in this booklet. No employer, union, or other representative is authorized to interpret this plan and the plan will not be bound by any incorrect information or interpretation they may give.

This booklet has been prepared to give you an overview of the Pacific Coast Roofers Pension Plan as of February 2007, and to help you make decisions about retirement. Please keep this booklet in a safe place. If you are married, please share it with your spouse. If you have any questions about your Pension Plan, please feel free to contact the Plan Office at the address or phone number on page 67.

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.

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Introduction

About the Pacific Coast Roofers Pension Plan

How the Pension Plan Works

Pension Plan Highlights

About this Summary Plan Description

Introduction

This section provides a brief introduction to the Pacific Coast Roofers Pension Plan.

About the Pacific Coast Roofers Pension Plan

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. It has been amended since then to comply with new legislation and improve plan benefits.

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 that allow their non-bargained employees to participate in the plan.

The Pacific Coast Roofers Pensions 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 formula. The benefit is considered *defined* because the formula allows participants to know the amount they are entitled to before they actually retire. Benefits that are promised under a defined benefit pension plan are insured by the Pension Benefit Guaranty Corporation (PBGC).

How the Pension Plan Works

All plan benefits are funded by employer contributions.

Plan benefits are paid from the assets of the Pacific Coast Roofers Pension Trust. Here's how the Trust works



Your Local Union and your employer negotiate the contribution rate.



Employer contributions are directed into the Trust.



Union and employer trustees hire people to invest and manage the money in the Trust on behalf of all plan participants and their beneficiaries.



Trust assets are used to pay benefits to eligible participants and beneficiaries and to pay the plan's administrative costs, in accordance with provisions stated in the pension plan document.

Pension Plan Highlights

The following chart highlights the major features of the Pacific Coast Roofers Pension Plan.

Pension Plan Features	Descriptions	Refer to Page
Participation	You become eligible to participate in the pension plan when you complete 150 hours of service in a plan year (August 1-July 31).	10
Vesting	Generally, collectively bargained active participants who have one or more hours of service on or after August 1, 1997, are fully vested after earning 5 years of vesting credit. Non-bargained participants generally become vested over a 6-year period.	14

Pension Benefits	Participant at Age	Service (Without a Permanent Break in Service)	Refer to Page
Normal Retirement Benefit	62	10 years of vesting credit.	41
	65	5 anniversaries of plan participation (10 anniversaries if no hours of service on or after 8/1/88).	
	75	2 years of vesting credit based on work in covered service.	
Early Retirement Benefit*	55	9 years of vesting credit.	42
Disability Benefits*	Any age	9 years of vesting credit and 3/10 of a year of future service credit in the year of disability and 2 prior plan years.	34
Death Benefits*	If you have at least 3 years of future service credit, your survivors may be eligible to receive plan benefits in the event of your death before retirement.		56
	Your benefit payment option elected at the time of retirement determines if your survivors receive a benefit in the event of your death after retirement.		

* Subject to special rules if you work in noncovered roofing service.

If you were in Local #95 prior to the merger with Pacific Coast Roofers Pension Plan (June 1, 1991), please refer to page 59 where all information relating to the Local #95 Pension Plan is shown.

About this Summary Plan Description (SPD)

This booklet is the legally required Summary Plan Description (SPD) for the Pacific Coast Roofers Pension Plan. It is designed to provide a concise description of your rights as a participant in the Pacific Coast Roofers Pension Plan and summarize the most important Plan features, including all Plan amendments and other changes approved by the Trustees through July 1, 2007.

A complete description of Plan provisions is contained in the legal Plan document. If there is a difference between the description of benefits in this Summary Plan Description and the legal Plan document, the legal Plan document will prevail. Only the English language version of any documents will be used in making determinations under the Plan. You may get a copy of the legal Plan document from the Plan Office at the address listed on page 67.

The Trustees reserve the right to change, modify or discontinue all or part of this Plan at any time. You will be notified of any changes, and all changes would be subject to the Plan's provisions and applicable laws.

Becoming A Plan Participant

When You Become a Plan Participant

Becoming a Plan Participant

This section explains when and how you become a plan participant.

When You Become a Plan Participant

You 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 can be counted toward your eligibility to become a plan participant.

An *hour of service* is any hour of employment for which you are paid, entitled to be paid or awarded back pay.

***Covered service* generally is work in a job for which your employer is required to contribute to this plan, under the terms of a collective bargaining agreement or any other contribution agreement accepted by the Trustees.**

***Connecting noncovered service* generally is work for an employer who contributes to this plan in a job for which plan contributions are not required. To be counted, the noncovered service must occur either just before or after work in covered service, but not necessarily for the same employer, and there can't be any sort of break between covered and noncovered service.**

The *plan year* is the 12-month period the plan uses for accounting purposes. Our plan year is August 1 through the next July 31.

After you meet the requirements, your participation date is the first date that you earned one hour of covered service.

Working To Build Your Retirement Benefit

Earning Service Credit

Future Service Credit

Past Service Credit

Vesting: Earning a Right to Your Retirement Benefit

How You Become Vested

Special Rule for Disabled Participants

Special Rule for NRIPP Service

When You Become Vested

Working To Build Your Retirement Benefit

This section explains how your working time counts.

While you are a plan participant, the time you work counts toward:

- your eligibility for certain types of retirement benefits,
- your accrual of benefits,
- the death benefits available to your survivors, and
- becoming vested (earning the right to receive a retirement benefit from the plan when you retire).

Earning Service Credit

Once you become a plan participant, you can earn:

- *future service credit* for employment while you are a plan participant, and
- *past service credit* for work prior to August 1, 1971, for some employment before you became a plan participant.

Future Service Credit

This section discusses earning future service credit that counts toward benefit accruals and eligibility for death benefits. Future service credit for vesting is discussed starting on page 14.

The future service credit that you earn for benefit accruals depends on:

- the contribution rate of your jurisdiction area for the plan year, and
- your hours of covered service for the plan year.

Covered service generally is work in a job for which your employer is required to contribute to this plan, under the terms of a collective bargaining agreement or any other contribution agreement accepted by the Trustees.

Use the following chart to determine your benefit accrual credit.

Future Service Benefit Accrual Credit Schedule		
Contribution Rate of Your Jurisdictional Area for the Plan Year	Your Hours of Covered Service for the Plan Year	Your Years of Benefit Accrual Credit for the Plan Year <i>(Based on hours of covered service)</i>
\$1.10 or more	150 or more	1/1200
	Less than 150	0
\$0.90 - \$1.09	150 or more	1/1500
	Less than 150	0
Under \$0.90	1500 or more	1.0
	1350 - 1499	0.9
	1200 - 1349	0.8
	1050 - 1199	0.7
	900 - 1049	0.6
	750 - 899	0.5
	600 - 749	0.4
	450 - 599	0.3
	300 - 449	0.2
	150 - 299	0.1
Less than 150	0	

Your jurisdictional area for the plan year is the one in which you earn the most hours of covered service during the plan year.

The contribution rate of your jurisdictional area will be the highest rate in effect for at least 10 full months of the plan year.

The effect that your future service credit has depends on whether it is for work before or after August 1, 1981.

- **Before August 1, 1981:** Future service benefit accrual credit for work before August 1, 1981 counts toward the amount of your benefit.
- **On or After August 1, 1981:** Future service benefit accrual credit for work on or after August 1, 1981 counts toward your eligibility for certain types of retirement benefits and the death benefit available to your survivors. The amount of your benefit depends on the contributions required to be made on your behalf.

Past Service Credit

You may be eligible for past service credit if you worked in a job that the plan considers covered service:

- before you became a plan participant, and
- before August 1, 1971.

Past service credit can increase the amount of your retirement benefit from the plan.

Eligibility for Past Service Credit

In addition to the above requirements, to be eligible for past service credit, you must have completed a minimum number of hours of covered service during a specific three-year period for which contributions were required to a Union health and welfare fund.

The three-year period is different for those who became participants under the jurisdiction of Local 49 and those who became participants under the jurisdiction of any other Local.

The following chart outlines the general eligibility rules for past service credit.

Eligibility for Past Service Credit			
If You Became A Participant While In The Jurisdiction of	Look At Your Service During the Three-Year Period	At The End of The Three-Year Period If You Were	During The Three-Year Period You Must Have Worked At Least
Local 49	1/1/59-12/31/61	Under age 50	1,500 hours of covered service for which Union health fund contributions are required
Any Local except Local 49	Three years before your participation date		
		Age 50-59	1,000 hours of covered service for which Union health fund contributions are required
		Age 60 or over	750 hours of covered service for which Union health fund contributions are required

Service That Isn't Eligible for Past Service Credit:

The plan will not grant past service benefit accrual credit for any time that you work for which your employer was not required to contribute to the plan, such as time that you were working as an apprentice.

Amount of Past Service Credit

If you are eligible, the plan will grant you one-quarter of a year of past service credit for every calendar quarter in which you worked in covered service before August 1, 1971. The maximum past service credit the plan will grant is 23 ½ years.

Past Service Credit for Non-Bargained Participants

Non-bargained participants are eligible for past service credit on a nondiscriminatory basis if their employer agreed to it in writing in their Contribution Agreement with the plan and paid the plan a lump sum amount equal to the actuarial equivalent of the past service credit being granted. Eligibility for and calculation of past service credit for non-bargained employees is detailed in the Plan document. *If this situation applies to you, contact the Plan Office for a calculation of the amount of past service credit for which you are eligible.*

Vesting: Earning A Right to Your Retirement Benefit

When you become *vested*, you have earned the right to receive a retirement benefit from the plan when you meet the requirements for that benefit (see page 41). This is true even if you stop working in the roofing industry before you retire.

How You Become Vested

You become vested by earning vesting credit. Generally, you earn one year of vesting credit for each plan year that you complete 870 or more hours of service. You may earn partial years of vesting credit for plan years in which you complete at least 150 but less than 870 hours of service.

Types of Service That Count Toward Vesting Credit

The following types of service count toward vesting credit.

- All hours of service, defined on page 10.
- All hours of connecting noncovered service (defined on page 10) performed after August 1, 1976 and immediately before or after covered service with a contributing employer.
- Up to 190 hours of service for each month you're on qualified military service, if you are re-employed under the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

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 while working in covered service, or unable to work at all as determined by the Social Security Administration, you may earn 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 NRIPP Service

If a roofer's local union is merged into a Union maintaining this plan, and if the members of that local Union were participating in the National Roofing Industry Pension Plan (NRIPP), then if contributions are negotiated into this Plan within five years after the merger, all such members for whom this Plan is entitled to receive contributions will be credited with the number of non-forfeited years of vesting credit they had with the NRIPP at the time contributions on their behalf were first required to be made to this plan, provided that the Collective Bargaining Agreement allows for contributions to this plan is in effect for at least three (3) years.

When You Become Vested

When you become vested depends on whether you are a:

- collectively bargained employee, or
- non-bargained employee.

Collectively Bargained Employees

Effective August 1, 1997, you generally become vested on the later of the date you:

- earn five years of vesting credit, including more than one hour of service as a participant on or after August 1, 1997, or
- reach normal retirement age before earning five years of vesting credit.

Normal retirement age is the earlier of the date you, while a participant, reach:

- age 62 with 10 years of vesting credit, including one year based on covered future service, or
- age 65 with five anniversaries of plan participation (ten 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.

If you don't have more than one hour of service on or after August 1, 1997, you are eligible for five-year vesting if you have at least one hour of service as an employee of the Union on or after August 1, 1989.

One of your five years of vesting credit must be based on hours of future service credit.

Alternative Vesting: If you don't meet either of the above requirements, you'll become vested according to the following chart. Find your situation in the chart to determine how many years of vesting credit you need to become vested.

Alternative Vesting Requirements		
At Least One Hour of Service On or After 8/1/89	At Least 150 Hours of Service On or After 8/1/95	Vesting Credit Needed To Be Vested
No	N/A	10 Years
Yes	No	10 Years
Yes <i>Must be covered under a Collective Bargaining Agreement</i>	Yes (between 8/1/95 and 8/1/97)	9 Years

In all cases, at least one year of vesting credit must be based on hours of covered service (see p. 10).

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 vested over time, 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%

If your plan participation ends due to having a one-year break in service before you are vested, all prior vesting credits are lost, until you return and earn an additional year of vesting credit, provided you do so before having a permanent break in service (see page 19).

Leaving Work

Losing Credit

One-Year Break In Service

Permanent Break In Service

Curing a Permanent Break In Service

Earlier Breaks in Service

Benefit Freeze When You Leave

What Can Cause Your Benefit To Be Frozen

What Your Frozen Benefit Will Be

How You Can Unfreeze Your Benefit

Leaving Work

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 eligible for an early retirement benefit, you may lose your years of credited service. If you leave after you are vested, the amount of your benefit may be frozen at the level in effect when you leave. This section explains what happens when you leave work in the roofing industry.

Losing Credit

The plan considers certain periods that you don't work in covered service to be *breaks in service*. There are two kinds of breaks in service:

- *one-year breaks in service* that are temporary and can be repaired; and
- *permanent breaks in service* that, generally, can't be repaired.

The rules and exceptions that apply to you are those in effect at the time your participation in the Pension Plan ends. 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 applied to that break.

One-Year Break in Service

You have a one-year break in service at the end of any plan year that you have less than 150 hours of service.

If you are not vested, on the last day of a plan year in which you have a one-year break in service, your participation in the plan ends and you lose your benefit accrual and vesting credit. You may be able to repair a temporary one-year break in service, as described below.

An hour of service is any hour of employment for which you are paid, entitled to be paid or awarded back pay, including hours of connecting noncovered service.

Exceptions to the Break in Service Rules

Certain periods that you are not actively at work do not count toward a break in service.

Parental leave: 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.

Excused absences: If you aren't 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 break in service:

- **Military service:** Time spent in qualified military service. (In fact, vesting credit and benefit accrual credit may be granted during this period.) See page 15.
- **Physical or mental disability:** A period of at least 30 consecutive days during which a disability prevents you from working. See page 34.

- **Noncovered 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 after February 1, 1994 that you are employed by an unorganized employer, as long as you have written authorization from the Union with jurisdiction over the area in which you are working.
- **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

After a one-year break in service, you can again become a plan participant and have your benefit accruals and vesting credit restored if you:

- return to work before you have a permanent break in service,
- meet the requirements to become a plan participant (see p. 10), and
- earn one year of vesting credit (see p. 14) during a single plan year after your return to work.

Permanent Break in Service

If you have too many **consecutive** one-year breaks before you become vested (see page 18), your break in service will become permanent.

A permanent break in service generally means that the vesting credit and benefit accrual credit you earned before your first break cannot be restored. However, the plan does allow a one-time only cure for your **first** permanent break in service.

The Pacific Coast Roofers Pension Plan is not your typical plan - it allows you to eliminate the effects of a permanent break in service! See page 20 for details.

When a break becomes permanent depends on the years of vesting credit you have before your first one-year break in service, as shown in the following chart.

When a Break In Service Becomes Permanent	
Before You Become Vested	
Your Years of Vesting Credit Before Your First One-Year Break In Service	Your Break Becomes Permanent
Five or less	After five consecutive one-year breaks
Six or more *	When your consecutive one-year breaks equals or exceeds your years of vesting credit

* This rule will not effect participants subject to the 5-year vesting rule.

After you have a permanent break in service, you can again become a participant in the Plan by returning to covered service and meeting the requirements to become a plan participant. (See page 10.)

Benefit accrual credit and vesting credit earned before a permanent break cannot be restored, unless you are eligible to “cure” a permanent break, as described below.

Curing a Permanent Break in Service

The Plan allows a one-time only opportunity to cure the effects of your **first** permanent break in service. The “cure” will restore the benefit accrual credit and vesting credit you accumulated before your **first** permanent break in service.

Requirements to Cure a Permanent Break in Service

You can cure your first permanent break in service if:

- you return to work and earn at least six years of vesting credit after your permanent break, at least one year of which is for work on or after August 1, 1991, 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 years on or after August 1, 1991.

Earlier Breaks in Service

It’s not unusual for plan rules to change. Over time, rules governing permanent breaks in service have become more lenient. However, the rules that are in effect when a participant’s permanent break in service occurs are the rules that govern that break. Earlier breaks in service don’t go away when plan rules change at a later date.

Benefit Freeze When You Leave

Leaving work after you are vested may cause your benefit to be frozen. However, the plan does offer a one-time opportunity to “unfreeze” a previously frozen benefit.

What Can Cause Your Benefit To Be Frozen

Your benefit from the plan will be frozen if you have two consecutive one-year breaks in service:

- after you are vested,
 - but before you are eligible for an early retirement benefit (see page 42).
- Such participants are referred to in the plan as inactive participants.

Another situation that can cause your benefit to be frozen is working in noncovered roofing service, whether before or after retirement. In such cases, your benefit will be frozen immediately. Such participants are referred to in the plan as frozen participants.

Even though your benefit may be frozen, the plan gives you a chance to unfreeze it at a later date! See below and page 25 for details.

What Your Frozen Benefit Will Be

If your benefit is frozen due to becoming an inactive or frozen participant, the amount you'll receive in retirement for the credit and accruals you earned will be determined by the plan rules and rates that were in effect on the date of the freeze. However, inactive participants will have the Plan's current early retirement reduction factors and pre-retirement death benefit factors applied.

How You Can Unfreeze Your Benefit

You can “unfreeze” a previously frozen benefit if you:

- return to work in covered service,
- earn at least two years of vesting credit, and
- meet one of the following two conditions.

Condition 1

The number of years of vesting credit you earn after your benefit was frozen equals or exceeds the number of your one-year breaks since you last worked in covered service.

Condition 2

You earn six years of vesting credit after your benefit was frozen.

One-Time-Only Rule

The plan will apply the “unfreezing rule” only once per participant. 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.

Noncovered Roofing Service

Definition of Noncovered Roofing Service

Consequences of Working in Noncovered Roofing Service

Unfreezing Frozen Benefits

Waiver of Early Retirement Delay Rule

Unfreezing After Retirement for Frozen Retirees (2 for 1 Rule)

Noncovered Roofing Service

This section explains the major consequences of working in noncovered roofing service. These rules were adopted by the Board of Trustees for the overriding good of the members of the plan who work in the unionized roofing industry as an exercise of the Board's power to establish and maintain a qualified pension plan.

Definition of Noncovered Roofing Service

The Plan defines noncovered roofing service as follows:

“Noncovered Roofing Service” is any kind of work either as a roofer or waterproofer or as or for a roofing contractor (whether licensed or not) unless either the person doing the work or the contractor or other legal entity for which the work is performed has 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.

Geographical and Time Limits.

Noncovered Roofing Service only includes such work in:

- 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, and 1989, and
 - In Oregon, Washington or Arizona for benefits accrued after June 1, and 1991; and
- For all purposes of the Plan, including benefits accrued under the Roofers Local #95 Pension Plan, in the United States or any of its territories for benefits accrued after January 1, 1999.

Exceptions.

As an exception to the foregoing rules, work in the following categories will not be considered as 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 unorganized employer 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.

If a person worked in Noncovered Roofing Service at any time during a calendar year, it will be presumed that he worked in such Service for each month of the calendar year. This presumption

may be rebutted by persuasive evidence that the Noncovered Roofing Service occurred only in certain months of that calendar year.

Consequences of Working in Noncovered Roofing Service

If you work in noncovered roofing service,

- Your benefits are frozen (they can be unfrozen):
 - At the rate in effect when you last worked in Covered Service if you had not yet retired, or
 - At the level in effect when you first worked in noncovered roofing service after you retired.
- If you have worked in noncovered roofing service, then the date as of which you can begin receiving early retirement benefits will be advanced three months for each calendar quarter in which you performed any work in non-covered roofing service. No advance of such date will occur for work in noncovered roofing service which occurs both after you reach age 55 and are vested. However, your Early Retirement Date *will be* advanced if you work in noncovered Roofing Service under any of the following situations:
 - You are neither at least age 55 nor vested
 - You are vested but not at least age 55
 - You are at least age 55 but not vested
- If you are a frozen participant due to work in noncovered roofing service, the amount of your early retirement reduction will be greater. (This rule can be cured).
- You will not be eligible for disability benefits if you worked in noncovered roofing service within six-year period prior to your disability. (This rule cannot be cured.)
- 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 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. (This rule can be cured.)
- If you are a frozen participant due to work in noncovered roofing service, your pre-retirement annuity death benefit will be a lesser percentage of your normal retirement benefit than it otherwise would be. (This rule cannot be cured after your death.)
- If you meet the other requirements to earn 17 hours per week in order to be eligible for a disability retirement, you will not be credited with those hours if you work in noncovered roofing service. (This rule cannot be cured.)

Unfreezing Noncovered Roofing Service

The freezing provisions with respect to noncovered roofing service before retirement will be unfrozen **once** if you meet the requirements of 1 or 2 below.

1. You return to covered service, earn at least 2 years of vesting credit, and either
 - The number of your years of vesting credit after the benefit was frozen equals or exceeds the number of one year breaks in service since last working in covered service and you do not work in noncovered roofing service after returning to covered service; or
 - The number of years of vesting credit after the benefit was frozen is 6 or more and you do not work in noncovered roofing service after returning to covered service.

2. You receive Social Security Disability benefit payments for at least 6 years after having last worked in noncovered roofing service provided the disability was not incurred (A) while working in noncovered roofing service, (B) while going to or from work in noncovered roofing service or (C) 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, you are no longer a frozen participant, and this has the following consequences:

- 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.

Waiver of Early Retirement Delay Rule

The early retirement delay rule will be waived once for you if you either earn at least six years of vesting credit after having last worked in noncovered roofing service, or if you receive Social Security Disability benefit payments for at least 6 years after having last worked in noncovered roofing service, provided you did not work in noncovered roofing service after your Social Security disability date and the disability was not incurred (A) while working in noncovered roofing service, (B) while going to or from work in noncovered roofing service, or (C) for any reason in a calendar year in which you have any noncovered roofing service.

If this delay rule is waived:

- Your early retirement date will not be delayed three months for every calendar quarter of noncovered roofing service; and
- If you die before retiring, any pre-retirement marital annuity payable to your spouse will not be delayed beyond your otherwise applicable early retirement date.

Unfreezing After Retirement for Frozen Retirees (2 For 1 Rule)

If any part of your pension benefit under the Plan is a frozen benefit due to work in noncovered roofing service before retirement or your benefit becomes frozen after retirement due to work in noncovered roofing service, you will be considered a frozen retiree. As long as you are a frozen retiree, you will not get any retiree increases.

If you are or become a frozen retiree and your **total** earnings for work in noncovered roofing service is less than \$57,500.00, you may become an unfrozen retiree under 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 pension effective 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 pension effective date) in which you last worked in noncovered roofing service.

If you become an unfrozen retiree, you will be 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 pension effective date or to any retiree increases granted while you were a frozen retiree.

These rules also apply to beneficiaries and alternate payees of frozen retirees.

One Time Only. If after becoming unfrozen, you ever again work in noncovered roofing service, you will immediately become a frozen retiree and never again be allowed to change your status.

Getting Married Or Divorced

Getting Married

Before Retirement

After You Retire

Getting Divorced

Qualified Domestic Relations Order (QDRO)

Procedure for Obtaining a QDRO

Getting Married or Divorced

Getting married or divorced may affect the amount of your benefit from the plan and decisions you can make about your benefit. This section provides an overview of the effect marriage and divorce can have. For complete information, however, you should contact the Plan Office.

Getting Married

Once you and your spouse are legally married for one year, certain rules and plan provisions apply to both of you. The specifics depend on whether you become married before or after retirement.

Before Retirement

Your spouse becomes entitled to:

- possible rights to a portion of your benefit if you divorce (see Getting Divorced below), and
- payment of a benefit if you die before you retire if certain eligibility requirements are met. (see In the Event of Death Before Retirement, page 56)

Being married means *you* have:

- additional choices for how your retirement benefit will be paid (see Payment Options and Their Effect on Your Benefit, page 44); and
- the security of knowing your spouse will receive a plan benefit if you should die before you retire and after you have earned at least 3 years of future service vesting credit.

After You Retire

If you marry after you retire, there will be no effect on your retirement benefit. That's because you can't change your choice after your retirement benefit payments start.

However, if you and your spouse subsequently divorce, your spouse may be entitled to a portion of your retirement benefit. This is true whether the divorce occurs before or after you retire.

Getting Divorced

If you and your spouse are legally divorced, your retirement benefit may be affected. This is true whether you divorce before or after retirement.

You or your spouse may obtain a court order called a Qualified Domestic Relations Order (QDRO). Under the terms of a QDRO, certain amounts may be taken from your retirement benefit to pay alimony, child support, or the marital property rights of your spouse, former spouse, child, or other dependent.

If you have questions about QDROs, please contact your attorney or the Plan Office.

If your former spouse dies before receiving any plan benefit, his or her benefit will revert to you unless a QDRO specifies another arrangement permissible under the Plan or federal QDRO rules.

WARNING:

If you do not get a QDRO when you get divorced, your pension payments when you retire may be delayed. The Plan has a form QDRO you may use as a sample, but you should get your own independent legal advice about what is best for you.

A QDRO must ***be filed with the Plan Office and must*** specify:

- The name of this plan, Pacific Coast Roofers Pension Plan;
- The name and address of the participant;
- The name and address of the spouse; and
- The formula for dividing the participant's benefits between the participant and spouse, including who can elect the form of payment, what happens when the participant dies either before or after retiring and what happens when the spouse dies.

In order for a Domestic Relations Order (DRO) to be a *Qualified Domestic Relations Order*, it must be filed with the Plan Office. It is the responsibility of the participant and the ex-spouse (Alternate Payee) to file the DRO with the Plan Office.

Procedure for Obtaining a QDRO

You should have your attorney contact the Plan Office regarding your divorce, including the date of marriage and date of separation. The Plan Office or the Plan's attorney will supply you with a sample QDRO and 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. 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.

Becoming Disabled

Eligibility for a Disability Benefit

Disability Benefit Service Requirements

Amount of a Disability Benefit

When a Disability Benefit Starts

When a Disability Benefit Stops

Other Retirement Benefits from the Plan

Being Disabled

The Plan provides a benefit if you become totally disabled after you are vested and have 9 years of vesting credit (or five [5] years of vesting credit if your first hour of covered service occurred after age 55). A disability benefit is subject to certain specific eligibility rules and other special provisions. Contact the Plan Office as soon as possible if you think you may need to apply for a disability benefit. They can provide additional information and assistance.

Eligibility for A Disability Benefit

You are eligible for a disability benefit if you:

- are vested
- qualify for a Social Security Disability Award;
- have at least nine years of vesting credit (if you already have at least 5 years of vesting credit you may be credited with 17 hours of vesting credit per week as explained on page 15); or five (5) years of vesting credit if your first hour of covered service occurred after you reached age 55.
- meet the plan's disability benefit service requirements, described below; and
- haven't done any kind of noncovered roofing service during the six-year period immediately before the date you become disabled.

Disability Benefit Service Requirements

To be eligible for a disability benefit you must work a certain number of hours during the plan year of your disability (or have an excused absence for physical or mental disability) and the two plan years before that.

You'll be eligible if, during that time, you:

- earned at least 3/10 of a year of future service vesting credit, or
- worked an average of at least 75 hours a month for an employer that made contributions to the plan for all employees working in covered service.

Until you reach age 65, you may be required to furnish proof that you are still disabled on an annual basis. The Trustees may also ask you provide additional evidence of your disability if you return to work.

Amount of A Disability Benefit

A disability benefit is calculated using the same formula as a normal retirement benefit (see page 41). However, your benefit accruals up to the date you became disabled are used in the calculation.

Your disability benefit is not reduced for your age when it is paid before the age of 60.

The amount of your disability retirement benefit depends on your benefit accruals in effect when your disability begins.

The payment option you choose for your disability retirement benefit will affect the amount of your monthly benefit. More information starts on page 44.

When A Disability Benefit Starts

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 (without any adjustment for payment form) 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.

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 any part of your Annuity Portion actuarially increased based on the Annuity Portion payment form. When electing between the single sum or actuarial increase, your spouse must consent to your decision.

When A Disability Benefit Stops

Your disability benefit will be paid as long as you remain disabled and eligible for a Social Security Disability Award. However, if your disability benefit is suspended more than once due to your return to suspendible service, you will no longer be considered disabled even if you continue to receive Social Security Disability Benefits.

Other Retirement Benefits From the Plan

If your disability ends before you reach normal retirement age, you may be eligible for an early retirement benefit (page 42). Otherwise, when you reach normal retirement age, you will receive a normal retirement benefit (page 41).

If you're eligible for one of these benefits at any time after the plan has paid you a disability benefit, the amount of your other plan benefit will not be reduced because you received a disability benefit.

Planning For Retirement

Sources of Retirement Income

Social Security

Social Security Full Retirement Age

Personal Savings

Pension Plan Benefits

The Types of Retirement Benefits

General Eligibility Rules for the Plan's Benefits

The Plan's Retirement Benefits

Payment Options and the Effects on Your Benefit

Marital Annuity: Automatic Payment for Married Participants

Alternate Payment Options

Planning For Retirement

Before you retire, it's important to know how much retirement income you'll need and how much you can count on. In other words, you need to have a plan. This section is designed to help you plan for your retirement.

Sources of Retirement Income

Regardless of your retirement plans, you'll want to be financially comfortable.

Retirement income generally comes from three sources: Social Security, personal savings, and retirement plan benefits. Understanding how all three of these sources work can help you plan for a financially secure retirement.

Retirement Checklist

The questions below have been prepared to help you think about how much retirement income you'll need in order to live comfortably during retirement.

During your retirement years...

- Will you be responsible for paying for your child's education?
- Do you plan to travel?
- Will your home be paid for?
- Will your household expenses be less than before retirement? (For example, children living on their own, a smaller home, lower transportation costs, etc.)
- When do you plan to start receiving your Social Security retirement benefits and how much will they be?
- Does your spouse have retirement income and Social Security benefits? If so, when will they begin and how much will they be?
- Do you have any health conditions that might increase your monthly budget? Does your spouse? Any of your children?
- Will funding your hobbies in retirement require you to save more now?

Social Security

Over the years, deductions for Social Security benefits are taken from your paychecks to fund your Social Security benefit.

"Full retirement age" is the age at which you can collect full retirement benefits from Social Security without any reduction for early retirement. The government has gradually increased the full retirement age for people born after 1937. For example, if you were born in 1960 or later, your Social Security full retirement age is 67 – not 65.

Social Security Full Retirement Age

Use the following chart to find your full retirement age under the Social Security Administration (SSA). Please note that this chart is accurate as of the date this booklet was published; however, the SSA full retirement age may change from time to time. For the most up-to-date information about the Social Security full retirement age, contact your local SSA office.

Social Security Full Retirement Age	
Year of Birth	Full Retirement Age
1937 or earlier	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 - 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or later	67

Social Security “Full Retirement Age” is Increasing

Social Security’s “full retirement age” is the age at which you can collect full Social Security retirement benefits without any reduction for early retirement.

As “Baby Boomers” reach retirement age, it is expected that the number of people in retirement will put a strain on the Social Security system. To ease that expected strain, the government has gradually increased the “full retirement age” for people born after 1937.

A person retiring with annual earnings of \$35,000 can expect Social Security to replace approximately 33% of his or her pre-retirement income. Social Security replaces a higher percentage of income for those at lower pay levels.

Social Security benefits will not change your retirement benefits from the plan, which are paid in addition to any benefits you or your spouse may receive from Social Security.

Personal Savings

When planning your retirement income, be sure to include all sources of income including:

- personal savings
- individual investments
- income from proposed sale of your home
- any retirement income your spouse anticipates from his or her employer-sponsored plan
- your spouse's Social Security benefit

Pension Plan Benefits

There are a number of things you need to know about your pension plan benefits to help you plan accurately for retirement, including:

- the types of retirement benefits available from the plan,
- the eligibility requirements for each retirement benefit,
- how to determine the amount you would receive from a particular benefit,
- situations that may cause the amount of your retirement benefit to be reduced, and
- payment options, the effect they can have on the amount of your benefit and the benefits they provide for survivors.

All of these topics are discussed in this section. Full details can be found in the Plan document or you can call the Plan Office if you need further assistance.

The Types of Retirement Benefits

If you're vested and retire from all work in the roofing industry, you may be eligible for one of the following plan benefits:

- normal retirement benefit,
- early retirement benefit, or
- late retirement benefit.

For retirement planning, select an age when you think you might want to retire. Then, look at the benefit for which you'll be eligible at that time and estimate the amount. If you're close to retirement, contact the Plan Office for an estimate of your monthly benefit based on your actual credits and accruals.

One other benefit is payable from the plan: the disability benefit, explained in "Becoming Disabled."

General Eligibility Rules for Plan Benefits

For easy reference, the following chart shows the general eligibility rules for each type of retirement benefit payable by the plan. Once you find the benefit you want to know more about, turn to the page in the chart for more specifics about eligibility and how to calculate the amount of the benefit.

General Eligibility Requirements for Retirement Benefits		
Type of Benefit	Age/Service Requirements	More Information Starts On
Normal Retirement Benefit	Age 62/10 Years of Vesting Credit, including one based on covered future service OR Age 65/5 anniversaries of plan participation (10 if no service on or after 8/1/88) OR Age 75/2 Years of Vesting Credit based on work in Covered Service	41
Early Retirement Benefit	Age 55/9 Years of Vesting Credit	42
Late Retirement Benefit	Any time after normal retirement age/Vested	43

The Plan's Retirement Benefits: Specific Eligibility Rules and General Information About Calculating Your Benefit

This section gives more specifics about eligibility for each of the retirement benefits and general information about how each benefit is calculated. The appendix is on pages 71 and 72.

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.

If you don't meet the above requirements, you are eligible for a normal retirement benefit on

(1) the later of the date you reach age 65 and have:

- at least five years of plan participation, including at least one hour of covered service on or after August 1, 1988, or
- at least ten years of plan participation if you do not have at least one hour of service on or after August 1, 1988.

OR

(2) If later, the date you reach age 75 and have at least 2 years of vesting credit based on work in covered service.

Formula for Calculating Your Normal Retirement Benefit: Your monthly normal retirement benefit is calculated as:

Your past service benefits <i>(a dollar amount for each year of past service credit)</i>	PLUS Your future service benefits before August 1, 1979 <i>(a dollar amount for each year of benefit accrual credit)</i>	PLUS Your future service benefits based on your contribution rates from August 1, 1979 through July 31, 1981 <i>(a dollar amount based on your contribution rate for each year of benefit accrual credit)</i>	PLUS Your future service benefits based on a percentage of contributions made on your behalf from August 1, 1981	PLUS Your benefits based on any transfer-contributions accepted by the Plan
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Plan Information for Calculating Your Normal Retirement Benefit: Before you can calculate the amount of any other plan benefit, you must know the amount of your normal retirement benefit. At the end of this booklet, we have included an appendix of relevant plan information to help you calculate the amount of your normal retirement benefit.

If you wish, you may contact the Plan Office for a calculation of your normal retirement benefit.

Early Retirement Benefits

Eligibility: Effective August 1, 1997, to receive an early retirement benefit, you must be at least 55 years of age and have nine years of vesting credit.

Noncovered Roofing Service and Early Retirement Benefits

If you worked in noncovered roofing service before you were both 55 years old and vested, payment 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 one time only if you meet the plan's unfreezing requirements as discussed in "Leaving Work", page 17

Formula for Calculating Your Early Retirement Benefit: The first step in calculating your early retirement benefit amount is to calculate your normal retirement benefit. Use your accruals and credits up to the date of your early retirement.

Your normal retirement benefit is then reduced for early retirement. The reduction depends on your age and whether you have worked in noncovered roofing service, as shown in the following chart.

Early Retirement Reduction Percentages		(Effective August 1, 1998)
If Your Age At Retirement Is Between	The Reduction If You Do Not Have Uncured Noncovered Roofing Service After 1/31/88 Is	The Reduction If You Do Have Uncured Noncovered Roofing Service After 1/31/88 Is
60 and 62	0	.25% for each month (3% for each full year) you're younger than age 62 but over 60.
55 and 60	.25% for each month (3% for each full year) you are under age 60.	Additional .50% for each month (6% for each full year) you are under age 60.

Plan Information for Calculating Your Early Retirement Benefit: At the end of this booklet, we have included an appendix of relevant plan information to help you calculate the amount of your normal retirement benefit. The above reduction factors are then applied to calculate your early retirement benefit.

If you wish, you may contact the Plan Office for a calculation of your early retirement benefit.

Late Retirement Benefit

Eligibility: Generally, you are eligible for a late retirement benefit if you work beyond your normal retirement date and are vested when you stop working in the roofing industry.

Formula for Calculating Your Late Retirement Benefit: Your late retirement benefit is calculated using the same formula as your normal retirement benefit, however, you should use your accruals and credits up to the date of your late retirement.

Required Beginning Date: If you are a 5% owner of a contributing employer you must begin to receive your benefits by April 1 of the year you turn 70 ½. In all other cases you cannot begin to receive benefits until you retire, even if you are over age 70 ½. In such cases, however, your benefit will be actuarially increased.

When Your Benefit May Be Reduced. There are two instances that may cause your retirement benefit to be reduced. In addition, the payment option you choose may also cause a benefit reduction.

- **Benefit Freezes Rules**
Your plan benefit will be frozen if you have two consecutive one-year breaks in service or work in noncovered roofing service. The plan's benefit freeze rules are discussed in "Leaving Work," page 17.
- **IRS Limits on Benefit Amounts**
The 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.

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, adjusted for each year you retire before age 62 or after age 65.

Payment Options and Their Effects on Your Benefits

There are several options available for payment of your retirement benefit. All provide you with a monthly benefit for life; some provide a survivor benefit for your spouse or eligible dependent children. The one option you choose will have an effect on the amount of your monthly benefit.

The chart below summarizes the various forms of payment available to you, depending on your marital status, under the Pension Plan.

Payment Options Available Under the Pacific Coast Roofers Pension Plan

Payment Options for Retirement Benefits

	Married	Not Married
Marital Annuity	Yes	No
Life Annuity	Yes	Yes
Life with 120 Payment Guarantee	Yes	Yes
Post Retirement Annuity Death Benefit	Yes	Yes, for dependent children

Marital Annuity: Automatic Payment Option for Married Participants

If you're married when you retire, this is the payment option the plan automatically pays. If you want another payment option, you and your spouse must submit a written, notarized request to the Plan Office.

If you're married and choose a form of payment other than the marital annuity, you need to provide the Plan Office with your spouse's written, notarized consent.

The marital annuity provides a reduced benefit for your lifetime. After your death, the same amount will continue to be paid to your surviving spouse (to whom you were married when you retired) until his or her death.

If you and your spouse are the same age, your normal or early retirement benefit will be reduced to 79% of your full benefit; your disability benefit will be 63% of your full benefit. In either case, the percentage will be reduced by an additional 0.6% for each year that your spouse is younger than you or increased by an additional 0.6% for each year that your spouse is older than you are.

If your spouse dies before you do, your reduced monthly benefit will pop-up to the benefit amount payable before the reduction for the Marital Annuity. This higher amount will be payable for your lifetime only. No benefits will be payable after your death.

Alternate Payment Options

If you aren't married when you retire, or if you and your spouse submit a written, notarized waiver of the marital annuity, you may choose any of the following payment options for your retirement benefit.

Life Annuity: The life annuity pays your unreduced benefit for life. Payments stop when

you die and no further payments are made by the plan. This benefit is not reduced because benefits will not be paid to anyone after your death.

Life with 120 Payment Guarantee: This option pays a reduced monthly benefit for life and guarantees that the plan will make at least 120 monthly payments.

If you die before receiving 120 monthly payments, the plan will pay your eligible beneficiary the remainder of the 120 payments. If you die after 120 monthly payments have been made, this option provides no survivor benefits.

If you elect this option, your monthly retirement benefit will be reduced by 8%, except for disability benefits where the reduction will be greater.

Post Retirement Annuity Death Benefit: If you are married or your retirement date, vested or have earned at least 3/10 of a year of future service credit during the two (2) plan years preceding the year of death, and have at least 150 hours of covered service earned at a contribution rate of \$1.00 or more, you may elect to have your benefit paid in the form of a post retirement annuity death benefit. This form of payment provides a reduced monthly benefit to you for your lifetime, with the same amount continued to be paid to your surviving spouse (provided you were married at least one (1) year on your death) in the event of your death or if there is no spouse, to your dependent children.

Normal and early retirement benefits are reduced by 12.5%. Disability pensioners may not elect this form of payment unless they agree to take an early retirement benefit instead of a disability benefit.

If your spouse dies before you do and you do not have dependent children, your reduced monthly benefit will pop-up to the benefit amount payable before the 12.5% reduction. This higher amount will be payable for your lifetime only. No benefits will be payable after your death.

Applying For Your Retirement Benefit

Applying for Your Retirement Benefit

When Retirement Benefit Payments Begin

When Retirement Benefit Payments End

If Your Application is Denied

Applying for Social Security Benefits

Applying for your Retirement Benefit

When you're ready to retire, there are steps you must take to ensure you activate all potential sources of income. This section helps you through the retirement application process.

Applying for Your Retirement Benefit

There are two things that must happen before your retirement benefit will start:

- you must apply for your benefit, and
- you must stop working in the roofing industry.

Notice: It is the Plan's policy to require a Social Security employment check for all retirees. This requires information from a government office over which the Plan has no control. In general, it takes that office a least two to three months to supply the information once it receives a Social Security Authorization form from you. **THEREFORE, YOU SHOULD START YOUR APPLICATION PROCESS AT LEAST SIX MONTHS BEFORE YOU ACTUALLY PLAN TO RETIRE.**

When you send your application, you'll also need to send . . .

- proof of your age (birth certificate or similar document)
- W-2 forms for your last five years of covered service
- Social Security Authorization form

If you're married, you'll also need to send your spouse's . . .

- proof of age (birth certificate)
- proof of marriage (marriage certificate)

If you are divorced, you will need either . . .

- a qualified domestic relations order previously approved by the Plan, or
- a divorce decree verifying that your ex-spouse has no interest in your benefits under the Plan.

If you're applying through the mail, send copies of your documents. Never send the originals of official documents such as birth certificates.

If you're applying in person, bring the originals of the documents with you.

To apply for your benefit, contact the Plan Office for a retirement benefit application, complete it and return it to the Plan Office along with certain records shown in the box at left. 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.

You can collect only one type of retirement benefit from the plan, even if you're eligible for more than one type. You must indicate your choice on your retirement benefit application.

After the Plan Office receives your application and documentation, you and your spouse will receive important information about taxes, your opportunities for direct deposit, and how the payment option you choose affects your retirement benefits. With your spouse's written, notarized consent, you can elect and change your payment option at any time before payments begin.

When Retirement Benefit Payments Begin

Generally, your benefit will begin on the first of the month after the month in which the Plan Office receives your completed application and all supporting documents necessary to process your application.

When Retirement Benefit Payments End

Generally, benefit payments continue until the earliest of:

- the end of the month in which your death occurs, or
- the month in which you return to work in the roofing industry in which case your benefits will be suspended in accordance with the rules of the plan.

If Your Application is Denied

If your pension application is denied, you will receive a written explanation:

- stating the reason or reasons it was denied,
 - referring you to the parts of the plan document used to make the decision,
 - requesting more information or materials necessary to reconsider your application and explaining why the information is needed, and
 - identifying the steps you can take to ask for a review of the decisions.
- Containing a statement of your right to bring court action ERISA Section 502 (a) following a denial of your appeal (see Step 3).

Generally, a written denial is sent within 90 days after an application is filed. Occasionally, the Plan may need an extension of up to another 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 don't hear from the Plan within 90 days, assume your application has been denied. Follow these steps to file an appeal if you want to have your application reviewed.

Step 1

Within 60 days after receiving a claim denial notice, send a written request to the Trustees to review your application. Your request for review should include any related issues, comments, and reasons you think your application should not be denied. You may also request copies of appropriate plan documents.

Step 2

Normally, 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, your appeal will be heard at the third (3rd) meeting. Once the Trustees make a decision, you will be notified in writing within five (5) days. The final written decision will include references to parts of the plan used to make the decision.

Step 3

If your application is denied again, you can decide whether you want to seek legal help, as described in "Your Rights Under ERISA," on page 69.

You should note, however, that the Board of Trustees has the sole power to construe any of the terms of the Plan, any such construction is binding on all persons to the fullest extent permitted by law, and that no legal action may be taken until all administrative remedies described have been exhausted.

Applying for Social Security Benefits

Even though you may be eligible, Social Security benefits don't start automatically. You have to apply for them.

Contact your local Social Security Administration office for an application and send it to them at least three months before you plan to retire or become eligible for benefits.

Working After Retirement

Suspension of Benefit Payments

Before Normal Retirement Age

Normal Retirement Age and Later

Additional Benefits

Working After Retirement

If you return to work after you retire, your retirement benefits 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 your age when you return to work.

Normal retirement age is the earlier of the date you as a participant reach:

- **age 62 with ten years of vesting credit, including one year based on covered future service, or**
- **age 65 with five anniversaries of plan participation (ten anniversaries if you don't have at least one hour of service on or after August 1, 1988), or**
- **age 75 with two years of vesting credit based on work in covered service.**

Before Normal Retirement Age

Generally, your monthly benefit payment will be suspended for each month that you do any work in the roofing industry, with the exceptions listed below.

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

- for an employer that is in the same business as an employer that contributes to this plan, and
- in a job that makes use of one or more of the same skills as those required by participants in this plan, or involves supervisor activities related thereto; and
- in a geographic area, including California, Oregon, and Washington, covered by this plan.

Exceptions

The following work after retirement will not result in suspension of your benefit from this plan if you work for an employer that contributes to the plan:

- Bargained work shall not affect your benefit attributable to nonbargained work; and
- Nonbargained work shall not affect your benefit attributable to bargained work.

Notification

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

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.

Additional Benefits

If you return to work for an employer that contributes to this plan, you will again earn credited service, the same 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.

Disability Benefits

If you're 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.

In The Event Of Death Before Retirement

**Marital Status Determines Pre-Retirement
Death Benefit**

Married Participants

Unmarried Participants

In The Event of Death Before Retirement

This plan provides benefits for the surviving spouse or dependent children of eligible participants who die before retirement. In addition, the death of a spouse can have an impact on the participant's benefit. This section discusses the impact that death can have on plan benefits.

Marital Status Determines Pre-Retirement Death Benefit

If you should die before you retire and start receiving retirement benefits from the plan, the benefit that's payable to your eligible survivors depends on whether you're married or not and whether you have worked in noncovered roofing service.

Eligible Beneficiaries

If you're married, your beneficiaries who are eligible for death benefits from the plan are:

- your spouse to whom you have been legally married for at least one year at the time of your death, or
- if your spouse is no longer living, your biological, adopted dependent children, stepchildren or foster children who are unmarried, dependent on you or your spouse for financial support, and are under age 18 (or age 23 if they are full-time students).

If you're unmarried or you have been married for less than one full year, your beneficiaries who are eligible for death benefits from the plan are:

- your biological, adopted dependent children, stepchildren or foster children who are unmarried dependent on you or your spouse for financial support, and are under age 18 (or age 23 if they are full-time students), or
- if none, your designated beneficiary

Married Participants

If you're married at the time of your death, your survivors may be eligible to receive the:

- Pre-Retirement Annuity Death Benefit in the following percentages of the participants normal retirement benefit:

Age	General Percentage	Frozen Percentage for Frozen Participants
under 55	45.0%	45%
55	61.3%	45%
56	66.5%	55%
57	71.8%	60%
58	77.0%	65%
59	82.3%	70%
60	87.5%	75%
61	87.5%	80%
62 and over	87.5%	85%

- Pre-Retirement Lump Sum Death Benefit, or
- Pre-Retirement Marital Annuity.

Each of the pre-retirement benefits has different eligibility requirements, beneficiaries, amounts and effective dates. In the case of the Pre-Retirement Annuity Death Benefit and Pre-Retirement Marital Annuity, your eligible spouse is the person to whom you were married to at least one (1) year prior to your death. The following chart provides highlights of this information about each of the benefits. For details, call the Plan Office or check the plan document. Only one of the benefits will be payable as a result of the death of a participant.

Highlights of Pre-Retirement Death Benefits			
	Pre-Retirement Annuity Death Benefit	Pre-Retirement Lump Sum Death Benefit	Pre-Retirement Marital Annuity
Participant Eligibility Requirements	Vested AND At least 150 hours of service at a contribution rate of \$1.00 or more AND No noncovered roofing service in the calendar year of death and two previous calendar years	Not vested but at least 3 years of future service vesting credit, including 3/10 of a year during the two plan years before the plan year of death AND At least 150 hours of service at a contribution rate of \$1.00 or more AND No noncovered roofing service in the calendar year of death and two previous calendar years	Vested
Benefit Payable To	Eligible spouse OR If no spouse, eligible dependent children	Eligible spouse OR If no spouse, eligible dependent children	Eligible spouse only
Amount	See chart on preceding page	\$1,000 for each year of benefit accrual credit, up to a maximum of \$10,000.	50% of early retirement benefit participant would have received if retired on date of death
When Benefit is Paid	First of the month after participant's death. The eligible spouse may elect to defer payment to a later date but no later than the date the participant would have reached age 70½.	As soon as feasible after participant's death	No earlier than when participant would have reached early retirement age, including delays due to working in noncovered roofing service. The eligible spouse may elect to defer payment to a later date but no later than the date the participant would have reached age 70½.

Example: If you should die at age 57 with an earned benefit of \$4,000 having never worked in noncovered roofing service, the pre-retirement death benefit payable to your surviving spouse for life would be \$2,872 per month. If you were a frozen participant it would be \$2,400 per month.

Unmarried Participants

If you're unmarried at the time of your death, your designated beneficiary may be eligible to receive a pre-retirement lump-sum death benefit.

Participant Eligibility

Your beneficiary will be eligible for the benefit if, at the time of your death, you have:

- at least five years of vesting credit, and
- no noncovered roofing service during the calendar year in which your death occurs or the two previous calendar years.

Beneficiary

If you have surviving eligible dependent children at your death, the benefit will be paid to them. If you have no surviving eligible dependent children, the benefit will be paid to your designated beneficiary or, if there isn't one, to your estate.

Amount of Benefit

The benefit will be \$1,000 for each year of benefit accrual credit you have up to a maximum of \$10,000.

When Benefit is Paid

The benefit will be paid as soon as feasible after your death.

Death Benefits Prior to Retirement – Special Circumstances

If you die after you have filed an application but before your actual pension effective date, 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 Did Not Already Elect a Form of Payment

If you are married, your eligible surviving spouse may elect either:

- the pre-retirement marital annuity; or
- any post-retirement surviving spouse annuity for which the spouse is eligible
- If you are not married, your survivor(s) will receive:
- if there is a spouse or surviving children benefits will be paid under the 120 payment guarantee; or
- if there is no spouse or surviving children, benefits will be paid under the pre-retirement lump sum death benefit provisions

For Participants Who Already Elected a Form of Payment

If you are married, your eligible surviving spouse may elect either:

- the form of payment that you had already elected; or
- the pre-retirement marital annuity (described on page 61)
- If you are unmarried, your survivor(s) will receive either:
- one of the pre-retirement death benefits if you had elected the life annuity payment form; or survivor benefits based on the payment form that you had already elected.

Roofers Local #95 Pension Plan Rules

Vesting

Normal Retirement Age

Early Retirement

Disability Retirement

Pre-Retirement Death Benefits

Dependent Death Benefit for Retired Participants

Benefit Formula

Forms of Payment

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 June 1, 1991, the date of this Plan's 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. Any benefits you accrued before June 1, 1991 under the Roofers Local # 95 Pension Plan have been preserved according to the terms of that 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 weren't 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.

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:

Vesting

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 Age

Under the Local #95 Pension Plan your normal retirement age is the earlier of:

- Age 57 with at least five years of 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 didn't have at least one hour of service after June 1, 1988).

Early Retirement

You are eligible for early retirement when you reach age 52 if you have at least 5 years of vesting credit. Your early retirement benefit is a percentage of your normal retirement benefit reduced by $\frac{1}{4}$ of one percent (1%) for each month you are younger than 57 but older than 55 plus $\frac{4}{9}$ of one percent (1%) for each month you are younger than age 55.

Disability Retirement

If eligible, the amount of your disability benefit will be the same as your normal retirement benefit. To be eligible you must meet the following requirements:

- You must have at least five years of vesting credit;
- 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;
- 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; 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.

If you die while receiving disability benefit, 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.

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 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 Pension Plan.

Dependant 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 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.

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 service credit;
- \$55.00 for each year of future service credit before June 1, 1983; and
- \$86.00 for each year of future service 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%

Forms of Payment

Benefits earned under the Local #95 Pension Plan can be paid in the following forms:

- Single life annuity;
- Contingent annuity with a spousal surviving annuity of 50%, 66-2/3%, 75% or 100% of your reduced monthly pension;
- Period certain annuity with a guarantee of 60 or 120 monthly payments
- Cash refund annuity with a death benefit equal to the amount specified at retirement minus the total of monthly payments you received before death.

Protecting Your Pension

Benefits Cannot be Assigned

Exceptions to Non-Assignment

Interpreting the Plan

Special Rules if the Plan is Top Heavy

Your Retirement Benefit is Insured

Plan Termination Protection

Protecting Your Pension

This section discusses various plan provisions that are in place to protect your retirement benefit.

Benefits Cannot Be Assigned

Your retirement benefit is intended for your personal financial security. With two exceptions, it cannot be sold, borrowed against, garnished or attached in any way.

Exceptions to Non-Assignment

The plan is required by law to honor a judgement decree or order meeting the requirements of a qualified domestic relations order (QDRO). A QDRO may be used to settle property rights, pay child support or pay alimony in a divorce.

The plan is also required by law to honor an assignment order from the Internal Revenue Service (IRS).

Interpreting the Plan

Only the Board of Trustees is authorized to interpret the plan described in this booklet. No employer, union, or other representative is authorized to interpret this plan or contact the Trustees on your behalf.

Under the trust agreement, the Trustees (or people acting for them, 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 Trustees (or those acting for them) are final and binding on all persons dealing with the plan or claiming a benefit from the plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention of the parties to the trust that such decision is to be upheld.

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.

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 people (if the plan is top heavy), special rules will be applied. These rules affecting 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.

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 in the Plan termination.

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33.00. The PBGC's maximum guarantee limit is \$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](http://www.pbgc.gov).

Plan Termination Protection

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.

There is certain information you need to know if you want to have questions about your plan answered. This section provides that information.

Legal Plan Information

Plan Name

Pacific Coast Roofers Pension Plan

Plan Number

001

Plan's Employer Identification Number (EIN) Assigned By The IRS

94-6051377

Plan Year

August 1 – July 31

Type of Plan

This is a defined benefit pension plan. Generally, the Plan provides benefits to participants who satisfy the Plan's eligibility requirements and retire due to age or disability. Death benefits are also provided in certain situations.

Plan Funding

Employers make contributions to the Pension Trust Fund, pursuant to collective bargaining agreements, to fund the benefits earned by plan participants and their beneficiaries. All Plan benefits are paid from the Pension Trust.

Plan Office

United Administrative Services
P.O. Box 5057
San Jose, CA 95150
(408) 288-4400
(800) 541-8059 (California residents only)

Service of Legal Process

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

BOARD OF TRUSTEES

Union Trustees

Mr. Brent Beasley
Roofers, Waterproofers &
Allied Workers Local 220
283 North Rampart Street, Suite F
Orange, CA 92868

Mr. Steven Makie
Roofers, Waterproofers &
Allied Workers Local 95
6231 Wichita Court
San Jose, CA 95123

Mr. Gabriel Perea
Roofers, Waterproofers &
Allied Workers Local 36
5380 Poplar Blvd.
Los Angeles, CA 90032

Mr. Michael Thompson
Roofers, Waterproofers &
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Portland, OR 97202

Mr. Steve Tucker
Roofers, Waterproofers &
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Mr. Rick Walderbauer
Roofers, Waterproofers &
Allied Workers Local 27
5537 E. Lamona Avenue
Fresno, CA 93727

Mr. Doug Ziegler
Roofers, Waterproofers &
Allied Workers Local 81
8400 Enterprise Way, #122
Oakland, CA 94621

Employer Trustees

Mr. John T. Banister
589 Augusta Drive
Moraga, CA 94556

Mr. James Bolt
ABC Roofing Company
10123 S. E. Brittany Court
Clackamas, OR 97015

Mr. German Gonzalez
Letner Roofing Company
1490 N. Glassell
Orange, CA 92867

Mr. John McClain
Best Contracting Services
19027 S. Hamilton Avenue
Gardena, CA 90248

Mr. Larry Reardon
Enterprise Roofing Services
P. O. Box 27368
Concord, CA 94527

Mr. Keith Robnett
Blues Roofing Company
1181 Campbell Avenue
San Jose, CA 95126

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 65) 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 (formerly the Pension and Welfare Benefits 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/>.

Benefit Formula in Effect On And After August 1, 2003

\$11.02 per month for each year of past service credit.

\$77.00 per month for each year of future service benefit accrual credit before August 1, 1979.

Future Service 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

Future Service Benefits: August 1, 1981 through July 31, 1997

Plan Years	Your Contribution Rate		
	\$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%	5.49%
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%	4.39%	3.75%

Future Service Benefits: August 1, 1997 through July 31, 2004

Plan Years	Your Contribution Rate	
	\$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%
8/1/99-7/31/00	3.40%	3.10%
8/1/00-7/31/01	3.40%	3.10%
8/1/01-7/31/02	3.40%	3.10%
8/1/02-7/31/04	3.40%	3.10%

Future Service Benefits: August 1, 2004 and Later

Plan Year	Your Accrual Percentage Factor
8/1/04	0.50%

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 _____

Notary Public

**AUTHORIZATION TO OBTAIN EARNINGS DATA FROM THE
SOCIAL SECURITY ADMINISTRATION**

Social Security Administration
Attention: DERO
300 N. Greene Street
Baltimore, Maryland 21290-0300

Requesting Organization: Job No. 8540IQ
Name and Address:

Pacific Coast Roofers Pension Plan
1120 S Bascom Ave
San Jose, CA 95128

Name: _____
Please Print

Social Security Number: _____

Other Last Name(s), Such as
Maiden Name, Used to Report
Your/or the Deceased's Earnings:

Date of Birth: _____

Date of Death: _____
(if applicable)

Please furnish the requesting organization shown above, or its designees, an itemized statement of all amounts of earning reported to my record, or to the record identified above, for the periods specified by that organization, and the identification numbers, names, and addresses of the reporting employers.

TO BE COMPLETED BY OFFICIAL REQUESTING ORGANIZATION ONLY	
Periods Requested: _____	through _____
Signature of Organization Official: _____	
Telephone Number: _____	FAX Number: _____

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. I know that if I make any representation which I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

Address/ **DAYTIME** Telephone Number
of Social Security Number Holder:
(or Authorized Representative)

Address _____
() _____
Area Code Number

Relationship:
(if other than SSN holder)

Natural or Adoptive Parent Legal Guardian Other *Specify* _____

Date Signed

Signature of Social Security Number Holder
(or Authorized Representative)

Your Name Please Print

PRIVACY ACT STATEMENT:

Section 205 (c) (2) (A) of the Social Security Act allows us to ask for the information you give us on this form. The information is needed so that the Social Security Administration can quickly identify your record or the record of the deceased individual who is the subject of a request you are making and prepare the earnings statement you want. You do not have to give us this information. However, without the information we may not be able to process your request. The information you provide will be used primarily for issuing the earnings statement you request. The information you provide may be given out if a Federal law requires that we give out the information; if a Congressman or the President's office needs this information to answer questions you ask them; or the Department of Justice needs the information for investigating or prosecuting violations of the Social Security Act.

We may also use the information you give us when we match records by computer. Matching programs compare our records with those of other Federal, State, or local government agencies. Many agencies may use matching programs to find or prove that a person qualifies for benefits paid by the Federal government. The law allows us to do this even if you do not agree to it.

Explanations about these and other reasons why information about you may be used or given out are available in Social Security offices. If you want to learn more about this, contact any Social Security office.

PAPERWORK REDUCTION ACT STATEMENT

This information collection meets the clearance requirements of 44 U.S.C. §3507, as amended by Section 2 of the Paperwork Reduction Act of 1995. You are not required to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take you about 2 minutes to read the instructions, gather the necessary facts, and answer the questions.

Pacific Coast Roofers Pension Plan
P.O. Box 5057, San Jose, CA 95150