



CEMENT MASONS'

LOCAL 526

SUPPLEMENTAL INCOME FUND

Unemployment Benefits

Plan Document And Summary Plan Description

AS AMENDED

December 1, 2014



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**PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION
of the
CEMENT MASONS' LOCAL 526
SUPPLEMENTAL INCOME FUND**

The purpose of this plan is to provide a supplemental income, during periods of involuntary unemployment, to qualified active participants working at the trade. By Resolution this December 1, 2014, the Trustees of the Cement Masons' Local 526 Supplemental Income Fund hereby amend and restate the provision of the Plan.

**Article 1
Definitions**

- 1.01 Employer or Contributing Employer:** Each Employer or collectively all Employers who are now or who hereafter become parties to a Collective Bargaining Agreement with the Union, which among other things, specifically provides for contributions to be made by such Employer to the Cement Masons' Local 526 Supplemental Income Fund. For the sole purpose of making contributions on behalf of its full time salaried officers, the Union shall also be considered an Employer.
- 1.02 Employees:** All persons covered by a Collective Bargaining Agreement between the Union and Employer, which among other things, specifically provides for contributions to be paid by the Employer into the Cement Masons' Local 526 Supplemental Income Fund on behalf of such employees.
- 1.03 Collective Bargaining Agreement:** An agreement with the Master Builders Association of Western Pennsylvania, Constructors Association of Western Pa, Inc., the Erie Construction Council, and any other similar agreements with an Employer or Employer Association which requires contributions to be made to the Cement Masons' Local 526 Supplemental Income Fund.

- 1.04 Covered Employment:** Employment with a contributing employer, performing work of the trade within the jurisdictional area of the Fund.
- 1.05 Union:** The Cement Masons' Union Local 526 O.P. and C.M.I.A., AFLCIO.
- 1.06 Trustees or Board of Trustees:** The Trustees provided for in the Agreement and Declaration of Trust, dated June 8, 1970 and amended November 14, 1974, which are responsible for the administration of this Plan.
- 1.07 Employer Contributions:** The payment made or required to be made to the Fund by Employers in accordance with the terms of a Collective Bargaining Agreement between an Employer or Employer Association and the Union.
- 1.08 Participant:** An employee who is working in Covered Employment. Any individual who is working in covered employment shall become a participant as of the day he commences work in Covered Employment. A participant shall cease to be a participant on the date he ceases active full time employment for retirement purposes, as evidenced by his application for retirement benefits from an industry related Pension or Retirement Plan. Further, retirees who return to active full time employment on a temporary basis shall not be eligible for benefits hereunder upon termination of employment and resumption of retirement status.
- 1.09 Eligible Participant:** An employee who is eligible for benefits under the Plan in accordance with Article 2 hereunder.
- 1.10 Agreement and Declaration of Trust:** The Agreement and Declaration of Trust made and entered into as of June 8, 1970 and amended November 14, 1974 in the City of Pittsburgh, Commonwealth of Pennsylvania, by and between Local 526, Employers and the Trustees and any counterpart entered into or as that instrument may from time to time be amended.

- 1.11 Hours of Credited Employment:** Hours of work performed by an employee under the terms of a Collective Bargaining Agreement for which his Employer has made the required contribution to the Cement Masons' Local 526 Supplemental Income Fund.
- 1.12 Day of Work:** Any amount of hours in a working calendar day in excess of reporting time, constitutes a Day of Work as defined by the Collective Bargaining Agreement.
- 1.13 Gross Wages:** For the purposes of this Plan, only those wages on which the Employer makes fringe benefit payment to the Fund, as stipulated in the Collective Bargaining Agreement between the Employer and the Union. Fringe benefit payments refer to Employer contributions made to the Cement Masons' Local 526 Supplemental Income Fund required under the terms of the Collective Bargaining Agreement between the Union and the Employer.
- 1.14 Initial Week of Total Unemployment:** A calendar week (Sunday through Saturday) in a Benefit Period, in which a participant is either;
- (a) totally unemployed or in which he is temporarily employed one or two days (but not three or more) as a result of a specific and direct work assignment from the referral system (and except for such assignment would have been totally unemployed), and
 - (b) such week of unemployment precedes the week in which the applicant first files for Unemployment Benefits in a Benefit Period.
- 1.15 Eligibility Period:** The twelve-month period beginning each December 1 and ending twelve months later on November 30. Hours worked in the Eligibility Period determine the benefits earned in the subsequent Benefit Period. For example, a participant has no hours for the months of December 2014 through March 2015, and then has 200 hours in each month of

April 2015 through November 2015. The participant would have a total of 1,600 hours in the 2014-2015 Eligibility Period and be eligible for the subsequent Benefit Period starting the first Sunday in December of 2015.

- 1.16 Benefit Period:** The twelve month period commencing the first Sunday in December and ending twelve months later, on the Saturday immediately preceding the first Sunday in December. For example, the 2014-2015 Supplemental Pay period begins December 7, 2014 (the first Sunday in December 2014 was the 7th). The 2014-2015 Pay period would end on December 5, 2015 (the last Saturday immediately preceding the first Sunday in December). Any individual who has satisfied the requirements of Section 2.01 may file for Weekly Unemployment Benefits during this period.
- 1.17 Week of Unemployment:** Any calendar week in a Benefit Period in which a participant has worked not more than two (2) Days in covered employment.
- 1.18 Jurisdictional Area:** The area (counties in Western Pennsylvania) in which an Employer is required to make contributions on behalf of Employees working in such areas, in accordance with the terms of the collective bargaining agreement.

Article 2.

Weekly Unemployment Benefits

- 2.01 Initial Eligibility Requirements:** He/she must have been a participant under the Plan for a period of thirty (30) calendar months and have accumulated a minimum of 2,000 hours of Credited Employment during such thirty (30) month period. An employee who has been a participant under the Plan for a period of thirty months and who has accumulated a minimum of 2000 hours of Credited Employment during such thirty month period will become eligible as of the first day immediately following the day he/she satisfies the foregoing requirement. Such participant will be eligible for benefits for a period of unemployment following such initial eligibility date and such benefits will be based on the provisions of Section 2.08.
- 2.02 Eligibility Requirements:** In order to be eligible for Weekly Unemployment Benefits under the Supplemental Income Fund, an employee must meet ALL of the following requirements:
- (a) **Initial Eligibility:** A participant must have met the conditions of Section 2.01.
 - (b) **Not Incur a Break in Eligibility (May-November):** Employees who terminate work with an employer and who either leave the trade or the jurisdictional area of the Fund, and are not available for work assignments in the jurisdictional area of the Fund under the Job Referral System will incur a break in their "continuous membership in the Plan" following sixty (60) consecutive days in which no hours are worked or contributions are earned. This will apply only for the months of May through November. Participants must regain eligibility as stated in Section 2.03 to gain eligibility for benefits.

- (c) **400 Hour Rule per Eligibility Period:** He/she must have accumulated a minimum of 400 hours of Credited Employment in the Eligibility Period (twelve consecutive months from December 1 through November 30) immediately preceding the Benefit Period in which he/she makes application for benefits.
- (d) **Total Unemployment Rule for Weekly Unemployment Benefits:** In order to be eligible for Weekly Unemployment Benefits, a participant must have had a Week of Unemployment as defined under Section 1.14 immediately prior to the date he/she makes application for Weekly Unemployment Benefits.
- (e) **Denial of Eligibility:** The Trustees may deny eligibility to a participant upon a determination that the participant has engaged in work practices or reporting practices that are inconsistent with the purposes and intent of the Supplemental Income Plan. For example: Applying for and or receiving benefits for weeks in which the participant has worked more than 2 days in covered employment or has worked for nonparticipating employers in the trade. The Trustees may deny eligibility for the appropriate number weeks to rectify improper payment of past benefits and may determine that a break in service and total loss of eligibility has occurred if the participant is no longer permitted or listed on the employment referral system established under the Collective Bargaining Agreement.

2.03 Requirements for gaining Eligibility following a Break-in-Service: To become eligible after incurring a Break-in-Service, a participant must:

- (a) Work 1,200 hours within the following Eligibility Period or any subsequent Eligibility Period (hours from prior Eligibility Period are not counted for Section 2.03); or
- (b) Satisfy the Initial Eligibility requirement stated in section 2.01.

Example: Participant incurs a Break-in-Eligibility during the 2013-2014 Eligibility Period. The Participant would then be required to work 1,200 hours in the 2014-2015 Plan Year to become eligible. Failing to work 1,200 hours in the 2014-2015 Plan Year, the participant would have to work 1,200 hours in any subsequent Plan Year or satisfy the Initial Eligibility requirement stated in section 2.01.

2.04 Unemployed Terminated Employees. Participants applying for Weekly Unemployment Benefits who meet the eligibility requirements of 2.01, and whose work in covered employment has been terminated, must register for employment through the employment referral system established under the Collective Bargaining Agreement between the Employers and the Union, and such participants must be available for work at the trade and under the jurisdiction of the Union. (Availability for employment will be waived during periods of disability as provided for Article IV.)

2.05 Employees Temporarily Laid Off. Participants applying for Weekly Unemployment Benefits who meet the eligibility requirement of 2.01 and who are unemployed due to a temporary layoff due to inclement weather conditions, material shortage or other similar reasons, and who do not register for employment through the referral system established under the Collective Bargaining Agreement because of anticipated recall by their Employer, must secure a Statement of Temporary Unemployment from their Employer in order to receive the Weekly Unemployment benefits provided hereunder.

2.06 Disabled Employees. A participant who qualifies under Section 2.01 who becomes disabled, and is entitled to and is paid Weekly Disability Benefits by either Cement Masons' Local 526 Welfare Fund or under a Workmen's Compensation Plan, may also apply for Weekly Unemployment Benefits. Unemployment Benefits shall continue to be paid during the period of disability or subsequent period of unemployment, subject to the limitations of Section 2.05.

2.07 Totally Disabled Employees Who Return To Active Employment Prior To Age 62. Employees who were receiving a Disability Retirement Benefit (from the Cement Masons' Local 526 Pension Fund) and who return to active work in Covered Employment prior to Age 62 shall be exempt from the provisions of Sub Section (a) of Section 2.02 providing (i) that they had previously satisfied the provisions of sub section (a) and (ii) that they return to work in Covered Employment within three months from the date they cease to be Disabled (i.e. date it is determined that they are no longer totally disabled).

2.08 Amount and Duration of Weekly Unemployment Benefits. Eligible participants (those who meet the requirements of Section 2.02) whose application for Weekly Unemployment Benefits is received and approved, will be entitled to a Weekly Benefit of One Hundred Twenty Dollars (\$120) commencing with the first calendar week of the Initial Unemployment and continuing for each subsequent calendar Week of Unemployment, subject to the following limitations.

(a) For those participants who have accumulated a minimum of 400 hours but less than 600 hours of Credited Employment in the Eligibility Period (twelve consecutive calendar months December 1 through November 30) immediately preceding the Benefit Period in which application for Weekly Unemployment Benefits is filed, **a benefit of \$120 per week for each week of unemployment up to a maximum of twelve (12) weeks in any fiftytwo (52) week Benefit Period.**

(b) For those participants who have accumulated a minimum of 600 hours but less than 800 hours of Credited Employment in the Eligibility Period (twelve consecutive calendar months December 1 through November 30) which immediately precede the Benefit Period in which application for weekly Unemployment Benefits is filed, **a maximum benefit of \$120 per week for each week of unemployment up to a maximum of sixteen (16) weeks in any fiftytwo (52) week Benefit Period.**

(c) For those participants who have accumulated a minimum of 800 hours but less than 1,000 hours of Credited Employment in the Eligibility Period (twelve consecutive calendar months December 1 through November 30) which immediately precede the Benefit Period in which application for weekly Unemployment Benefits is filed, **a maximum benefit of \$120 per week for each week of unemployment up to a maximum of twenty (20) weeks in any fiftytwo (52) week Benefit Period.**

(d) For those participants who have accumulated a minimum of 1,000 hours or more of Credited Employment in the Eligibility Period (twelve consecutive calendar months December 1 through November 30) which immediately precede the Benefit Period in which application for weekly Unemployment Benefits is filed, **a maximum benefit of \$120 per week for each week of unemployment up to a maximum of twenty five (25) weeks in any fiftytwo (52) week Benefit Period.**

2.09 Forfeiture of Unemployment Benefits. No benefits will be payable to any person who refuses employment opportunities in the industry as made available through the Referral System established under the Collective Bargaining Agreement between the Employers and the Union.

(a) Any participant who:

(1) refuses employment after being called and referred work opportunities on three (3) occasions, or

(2) Is unable to be contacted over the course of three (3) successive weeks

shall immediately be removed from the rolls of those participants eligible to receive Weekly Unemployment

Benefits, and all benefit payments will be suspended until such participant agrees and accepts such work assignment offered to him through the Referral System.

- (b) Such participant, upon subsequent acceptance of a Work Assignment, shall be immediately restored to the list of eligible participants subject, however, to a forfeiture of three (3) weeks of Unemployment Benefits. Also, no benefit payments will be made to those members using vacation days.

2.10 Ineligible for Unemployment Benefits: A participant will be ineligible for Weekly Unemployment Benefit payments for a period of time equal to the amount of time that he was not available for work in the jurisdictional area of, or for that period of time that he failed to file for employment with the Union, except in the case of a temporarily disabled employee as provided herein.

2.11 Lifetime Waiver: To prevent a Break in Eligibility, a participant will be permitted a family leave waiver once during their lifetime. This waiver does not grant a participant eligibility for benefits.

2.12 Injury Waiver: To prevent a Break in Eligibility, a participant will be permitted a waiver for injury. The injury must be supported by documentation supplied by a doctor. This waiver does not grant a participant eligibility for benefits.

Article 3.
Filing Claims for Benefits
Under Supplemental Income Plan

3.01 In order to receive benefits under the Supplemental Income Fund, an employee must complete and submit to the Fund Office an Application Form furnished by the Trustees for that purpose. Application for Benefit Forms may be obtained from the Fund Office by either telephoning or writing the Fund Office.

3.02 The initial application for Weekly Unemployment Benefits must be completed and returned to the Fund Office within fifteen (15) days from date when such participant became eligible (the date a participant has been totally unemployed for one (1) full week after having satisfied the Eligibility Requirements of Article II.).

3.03 Applications for subsequent weeks of unemployment will be furnished with each payment. These must be returned within fifteen (15) days from the date of issuance. Failure to return the forms within the time specified will result in a forfeiture of benefits for that week.

Article 4.
Payment of Benefits

- 4.01** All benefits under this Plan will be paid directly to the eligible participant. In no event may a participant assign his benefits under the Plan.
- 4.02** In the event that benefits are payable to an eligible participant who is deceased, the benefits will be paid to such participant's designated beneficiary, if living. If the beneficiary shall have predeceased the eligible participant, then the benefits shall be payable to the first surviving class of the following classes of successive beneficiaries:
- (a) Widow or widower.
 - (b) Surviving children.
 - (c) Surviving parents.
 - (d) Surviving brothers and sisters.
 - (e) Executors or administrators.
- 4.03** The Trustees retain the authority and discretion to interpret all provisions of the plan and particularly in those situations where there is some question as to the application or intent, or where the specific language appears ambiguous, and in such situations the Trustee's interpretation shall be uniformly applied in all similar situations in the future, unless changed by written direction of the Trustees.

Article 5.
Errors in Benefit Payments

- 5.01** The Trustees specifically retain the right to recover all monies paid in error to any participant from such participant. Upon discovery of a payment "made in error," the Trustees shall notify the recipient of such erroneous payment, indicating the circumstances and amount of such payment, together with a request for repayment. Upon failure to repay the amount due within a reasonable time after such notification, the Trustees may take such legal action as they deem necessary. In the case of a participant of the Fund, The Trustees may deny future benefit weeks until the amount of the payment made in error is corrected. The Trustees may also suspend future weekly benefit payments for participant misconduct involving the Plan, including but not limited to the application and receipt of weekly benefits based upon a false or misleading statement, for a period commensurate with the misconduct.

Article 6.
Denial of Claims and Appeal Procedures

6.01 Any employee whose claim is denied will be notified of the reason in writing. Any employee whose claim has been denied may appeal to the Trustees. Such appeal need not be formal, but must be in writing. The claimant is required to state the reason why he believes his claim should be paid, and submit all proofs to substantiate his claim. The Board of Trustees will review such appeals and their decision will be communicated in writing to the claimant. The decision of the Board in such cases shall be final and binding.

CLAIMS APPEAL PROCEDURE

HOW TO REGISTER AN APPEAL WITH THE BOARD OF TRUSTEES

If a claim is denied by the Fund Administrator then you will receive written notice stating the specific reasons for the denial. You may appeal the denial of your claim to the Board of Trustees.

To file an appeal, you submit a written request to the Fund Administrator setting forth the reasons for your appeal. This statement must be filed within 60 days after you receive the notice that your claim has been denied. If you wish, you may have a hearing before the Board. To get a hearing, you must specifically request one in your statement to the Fund Administrator.

YOUR RIGHTS ON APPEAL

If you file an appeal you have the right

1. to use a legal or other representative to assist you;
2. to look at any papers the Plan has that may be relevant to your claim; and
3. to submit a written explanation of your claim or the issues you believe are involved to the Board of Trustees.

If you have requested a hearing, you may present evidence at the hearing to support your claim. The Board will schedule your hearing and issue a decision promptly. In the event that a decision is not rendered within 120 days from the date of your written appeal then the Decision of the Board of Trustees is deemed a denial.

Should you so desire, you may have a lawyer or other representative present your appeal for you at any stage of the appeal procedure.

If your claim is denied after review by the Board then you may file a federal lawsuit in the United States District Court for the Western District of Pennsylvania within 90 days of the date of denial.

CONSEQUENCES OF FAILING TO APPEAL

If you fail to seek review by the Board of the initial denial of your claim in whole or in part by the Fund, the Board's decision shall be final and binding on you.

If you do not exercise your right to seek review of a decision by the Board denying your claim in whole or in part, then the decision of the Board shall be final and binding on you.

Article 7.
Fraud

7.01 Any person attempting to submit false, misleading or incomplete information, or who in any way attempts to defraud the Fund, may be prosecuted in such manner as the Trustees deem advisable or may be denied benefits for the Benefit Period for which such false, misleading or incomplete information relates to.

Article 8.
Liability for the Payment of Benefits

8.01 The total liability for the payment of all benefits as provided herein shall be limited to the assets of the Fund.

Article 9.
Trustees' Right to Amend Plan

9.01 The Trustees reserve the right to change or amend the Plan's Rules and Regulations, as well as to modify, increase, decrease or eliminate any of the benefits provided hereunder at any time, and without advance written notice to any of the Participants.

Neither this Plan nor any of its benefits is guaranteed. Although the Plan is intended to be permanent, the Board of Trustees has the authority to terminate the Plan or eliminate Plan benefits, in whole or part, as it finds necessary. The Plan shall terminate upon the occurrence of any one or more of the following events: if the Plan assets are, in the opinion of the Board, inadequate to carry out the intent and purpose of the Plan or are inadequate to meet the payments due or which may become due to participants and beneficiaries; if there are no individuals living who can qualify as Employees, if the Union and Employers agree to terminate the Plan; if the Plan is merged into another employee benefit plan; any other event which may, by law, require termination.

In the event of termination of the Plan, the Board of Trustees shall make provision out of the Fund assets for the payment of expenses incurred up to the date of termination and the expenses incidental to termination; arrange for a final audit and report of the Board's transactions and accounts for the purposes of ending the trusteeship; and apply any surplus in a manner that will inure to the exclusive benefit of the participants and beneficiaries in accordance with the purposes of the Fund and the requirements of law.

GENERAL PLAN/ERISA INFORMATION

1. PLAN NAME, ADDRESS AND TELEPHONE NUMBER:

The Cement Masons' Local 526 Supplemental Income Fund
A.J. Furlan Building
2606 California Avenue
Pittsburgh, PA 15212-2699
(412) 761-6166

2. PLAN FIDUCIARIES:

The Board of Trustees of The Cement Masons' Local 526 Supplemental Income Fund, functioning in its capacity under the terms and conditions of the Agreement and Declaration of Trust is the Plan fiduciary. The Board of Trustees consists of the members as set forth in this booklet.

3. ADMINISTRATION OF THE PLAN:

The Board of Trustees is responsible for the overall administration of the Plan. For the purpose of maintaining the necessary records and handling of the day-to-day business affairs of the Plan, the Trustees have established an office at the above address and delegated such activities to a Plan Manager and Plan personnel. The Board of Trustees (Plan Administrators under ERISA) may be contacted by writing or calling at the address shown above.

4. EMPLOYER IDENTIFICATION NUMBER:

The Employer Identification Number issued by the Internal Revenue Service to the Board of Trustees is #23-7071390. The Plan is further identified as Plan No. 501.

5. PLAN DOCUMENTS:

This Booklet, the Trust Agreement, and all amendments, resolutions and contracts adopted and entered into by the Board of Trustees constitute the Plan Documents.

6. COLLECTIVE BARGAINING AGREEMENTS:

The Plan's Participating Union has executed a Collective Bargaining Agreement requiring Employers to make contributions into the Fund. Copies of the Collective Bargaining Agreements may be secured from the Union at the addresses listed below:

Cement Masons' Local 526
A.J. Furlan Building
2606 California Avenue
Pittsburgh, PA 15212-2699
(412) 761-6310

Please give at least 24 hours notice for staffing purposes.

7. PLAN YEAR: The financial records of the Plan are maintained on a fiscal year commencing June 1st and ending on May 31st of the following year.

8. SOURCE OF BENEFITS:

All benefits are paid from the assets of the Fund held in a Multi-Employer Employee Benefit Trust. Employer contributions are the sole funding source, and interest on the assets, for the Trust.

9. FUNDING MEDIUM:

The Cement Masons' Local 526 Supplemental Income Fund is the funding medium through which all contributions are received and all disbursements are made

10. SUMMARY OF MATERIAL MODIFICATION:

If there is a modification or change that is a material reduction in benefits provided under the Fund, a summary description of such modification or change shall be furnished to participants and beneficiaries.

11. LEGAL NOTICE AND SERVICE OF PROCESS:

All legal notices should be filed with the Board of Trustees of the Cement Masons' Local 526 Supplemental Income Fund, 2606 California Avenue, Pittsburgh, PA 15212. Service of Legal Process may be made on the Plan Administrator (Board of Trustees) at the same address.

12. PBGC PROTECTION:

The assets of the plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) since the PBGC does not insure unemployment Plans.

YOUR RIGHTS UNDER ERISA:

As a participant in The Cement Masons' Local 526 Supplemental Income Fund 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:

- Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all Plan documents, including insurance contracts, Collective Bargaining Agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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 that operate your Plan, called "Fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan participants and beneficiaries. No one, including the employer, Union or any other person, may fire a participant or otherwise discriminate against the

participant from obtaining a Plan benefit or exercising their rights under ERISA. If a claim for a Plan benefit is denied in whole or in part the participant must receive a written explanation of the reason for the denial. The participant has the right to have the Plan review and reconsider the claim. Under ERISA, there are steps that participant can take to enforce the above rights. For instance, if a participant requests materials from the Plan and does not receive them within 30 days, the participant may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the participant up to \$110 a day until the participant receives the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If a participant has a claim for benefits, which is denied or ignored, in whole or in part, he may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the plan's money, or if a participant is discriminated against for asserting your rights, the participant may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court cost and legal fees. If you are successful, the court may order the person you have sued to pay your court costs and fees. If you lose, the court may order you to pay the court costs and fees that may be incurred by the Plan. For example, if it finds your claim is frivolous.

If the participant has any questions about the Plan, they should contact the Plan Administrator. If there are any questions about this statement or about the participant's rights under ERISA, the participant should contact the nearest area office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or

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

You may also obtain certain publications about your rights under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration at 1-800-998-7542.

YOUR RIGHTS UNDER USERRA:

The Plan is required to comply with the federal law known as USERRA (Uniformed Services Employment and Reemployment Rights Act of 1994) that provides certain protections relating to benefit accruals and protection from Forfeitures for Participants entering the Uniformed Services. If you are contemplating entering the Uniformed Services or learn that you may be called for duty, you may contact the Plan Administrator for more information on these protections. You should also contact your Employer to protect your rights.

A person who re-lists their name in the employment referral system established under the Collective Bargaining Agreement is entitled to the seniority and other rights and benefits determined by seniority that the person had on the date of the commencement of service in the uniformed services plus the additional seniority and rights and benefits that such person would have attained if the person had remained continuously employed. Therefore, you will not incur a break in service due to military service and upon return your eligibility status will be the same as immediately before military service commenced.

You have the option of applying for Unemployment Benefits while away on military service but are not required to do so. Any weeks used while away on military service will not be available upon return to covered employment.

The right to reemployment under USERRA first requires that an employee provided advance notice to the employer, union and fund of military service. USERRA rights to reemployment and benefits generally expire after 5 years of military service. The length of absence due to service is cumulative and cannot exceed five years. The right to request reemployment terminates if the separation

from military service is due to dishonorable discharge, bad conduct discharge, or for separation under other than honorable conditions. Reemployment is not required if the employment prior to service is only for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

An employee who desires to return to work for the employer must notify the employer of the intent to return as follows (the below time period applies to notification to the Fund of availability for the employment referral system also to re-establish eligibility status):

Length of Military Service	Reemployment Deadline
Less than 31 days	1 work day after discharge (allowing 8 hours for travel)*
31 through 180 days	14 days after discharge**
More than 180 days	90 days after discharge

*or as soon as possible after the expiration of the eight hours travel time if such is impossible or unreasonable

**or if such is impossible, then the next day when it becomes possible after the 14 days

The time period for less than thirty-one days applies for an absence for purposes of examination for service.

If hospitalization occurs during service, then the time periods above apply after recovery, but such time shall not exceed two years. Reemployment rights are not automatically lost due to failure to report or apply pursuant to the above schedule. The conduct rules, policy and practices of the employer regarding explanation and discipline for absences from scheduled work will then apply.

Domestic Relations Orders and IRS Liens

While the benefits from the Supplemental Plan are not subject to assignment or division by a QDRO, the benefits are subject to attachment by Domestic Relations Support Orders and IRS Liens.

RECIPROCAL AGREEMENTS

In order to extend protection to those participants who are required from time to time to work outside the jurisdiction of this Fund, the Trustees have entered into Reciprocal Agreements with many Funds in adjacent areas. These Reciprocal Agreements provide for the transfer to this Fund of contributions for those employees who are temporarily working outside this Fund's jurisdictional area.

CHECK WITH THE FUND ADMINISTRATOR BEFORE LEAVING the area to make certain that you will remain eligible and that this Fund has a Reciprocal Agreement in effect with the Funds in the area where you will be working. If there is no Reciprocal Agreement in effect, you may be subjected to a break in service and loss of eligibility.