

**THIRD AMENDMENT TO THE  
PLUMBERS AND PIPEFITTERS  
LOCAL UNION NO. 333 PENSION PLAN  
(AS RESTATED EFFECTIVE SEPTEMBER 1, 2021)**

**RE: Break in Service for Participants with 30 Years of Vesting Service**

**EFFECTIVE: January 1, 2024**

**RE: Suspension of Benefits**

**EFFECTIVE: May 1, 2024**

---

**Recitals**

**WHEREAS**, Article VI, Section 1 of the Plumbers and Pipefitters Local Union No. 333 Pension Plan (the "Plan") authorizes the Trustees to amend the Plan from time to time;

**WHEREAS**, the Trustees wish to amend the Plan to clarify provisions for Breaks in Service for Participants with 30 or more Years of Vesting Service.

**WHEREAS**, the Trustees wish to amend the Plan to clarify suspension of benefits provisions.

**Accordingly**, the Plan is amended as follows, effective as of the date set forth above (additions are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

\*

\*

\*

**Section 2.4 Break In Service.**

- (a) **Hours Required.** A Break in Service shall occur, if in any Plan Year a Participant accrues less than 160 Hours of Service. No Break in Service shall be deemed to have occurred during the initial Plan Year in which the Participant first commences employment merely because he fails to accrue at least 160 Hours of Service. No Break in Service shall occur during any Qualified Leave of Absence, unless the Participant fails to return to Covered Employment at the conclusion of such absence. A Break in Service shall not occur after the Participant has become eligible for disability benefits, early retirement benefits, reached early or normal retirement age or during Qualified Leaves of Absences. Effective January 1, 2024, a Participant with 30 or more Years of Credited ***Vesting*** service (***of which at least five were continuously accrued immediately prior to retirement***) shall not incur a Break in Service from the time he leaves

Covered Employment until actual retirement, regardless of the number of Hours of Service accrued.

- (b) (b) **Effect of Break in Service.** If a Participant who is not vested incurs a Break in Service, he shall forfeit all his non-vested Accrued Benefit, including all non-vested Years of Credited Service and his Years of Vesting Service, unless such Participant has satisfied the requirements for a pension under the Plan, or reinstates same, as herein provided. Upon return to Covered Employment by a Participant who has incurred a forfeiture hereunder, such Participant shall be considered a new Participant, unless such Accrued Benefit and any Years of Credited Service and Years of Vesting Service are reinstated in accordance with Section 2.5. Effective January 1, 2024, vested Participants with 30 or more Years of Credited *Vesting Service (of which at least five were continuously accrued immediately prior to retirement)* shall not incur a Break in Service from the time he leaves Covered Employment until actual retirement, regardless of the number of Hours of Service accrued.
- (c) **Qualified Leaves of Absence.** No Break in Service shall occur during the following qualified leaves of absence unless the Participant fails to return to Covered Employment at the conclusion thereof:
- (i) Leave of absence granted by the Trustees for any cause for the period stated in such leave. For the purpose of this subsection, the Trustees shall give equal treatment to all Participants who are in similar circumstances.
  - (i) Absence from work because of occupational injury or disease incurred in the course of the Participant's employment with an Employer from which workers' disability compensation is received.
  - (ii) During any service in the armed forces of the United States which is covered by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), or its predecessors, provided the Participant complies with the notice, documentation and reemployment requirements thereof.
    - (1) In accordance with the Heroes Earnings Assistance and Tax Relief Act (HEART), the reemployment requirement referenced above in Section 2.4(c)(iii) shall apply only when considering military service for purposes of accruing hours and years of service. For all death and survivor benefits available under this Plan, an active participant who enters military service and then dies while on qualified military leave shall be treated by the Plan as having been

actively employed at the time of his or her death.

- (iv) During any separation from employment by reason of a maternity or paternity leave of absence, provided such absence results:
- (1) by reason of the pregnancy of the Participant,
  - (2) by reason of the birth of the child of a Participant,
  - (3) by reason of the placement of a child in connection with the adoption of the child by the Participant, or
  - (4) for purposes of caring for the child during the period immediately following the birth or placement for adoption.

During the period of maternity or paternity leave of absence, a Participant shall be credited with such Hours of Service for Years of Vesting Service (vesting and eligibility purposes only) as are necessary to prevent a Break in Service. The Hours of Service which are required to be credited under this subsection shall be credited only in the Plan Year in which the absence begins if a Participant would be prevented from incurring a one year Break in Service in such year, or in any other case, in the immediately following Plan Year.

If required during a maternity or paternity leave of absence, a Participant is treated as having completed the number of Hours of Service that normally would have been credited or, if the normal work hours are unknown, eight Hours of Service shall be accrued for each normal workday during the authorized absence.

- (v) During any separation from employment after accruing 30 Years of Credited ***Vesting Service (of which at least five were continuously accrued immediately prior to retirement)***.

**Section 4.8(a) Suspension of Benefits.** *The following provisions apply to retirements prior to May 1, 2024.* Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to Retirees who would be eligible to receive such retirement benefits shall be suspended in accordance with the provisions of this Section if the Retiree returns to or continues in employment of the type and for the periods of time set forth herein. During periods of the waiver of the suspension of benefits provisions, Participant may defer his retirement without a Break in Service.

- (a) **Return to Employment.** No monthly retirement benefit shall be paid to any Retiree during any calendar month during which such individual completes 40 or more Hours of Service in:
  - (i) an industry in which Participants covered by this Plan were employed and were covered by this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment;
  - (ii) a trade or craft in which the Retiree was employed at any time under the Plan; and
  - (iii) the geographical area covered by the Plan at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment. The terms "industry," "trade or craft," and "geographical area covered by the Plan" shall have meanings prescribed by IRC Section 411(a)(3)(B) and Regulations issued by the Department of Labor.
  
- (b) **Amount.** The amount of normal retirement benefit which will be permanently withheld for the calendar month in which the Retiree or Participant is employed as defined in subsection (a) above shall be the lesser of (1) an amount equal to the monthly benefit which would have been payable to him if he had been receiving monthly benefit under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his reemployment or continued employment based upon a single life annuity commencing at the actual retirement age or (2) the actual amount paid or scheduled to be paid to him for such benefit. In case of benefits paid by lump sum, rather than in monthly installments, the Fund reserves the right to recover pro-rata actuarial equivalent of such lump sum benefit, as it applies to each month for which benefits are suspendible hereunder.
  
- (c) **Resumption of Payments.** At such time as the Retiree or Participant is no longer employed as defined in subsection (a), above, and has notified the Trustees of that fact in accordance with subsection (f), below, the payment of monthly retirement benefits shall be commenced on the next regularly scheduled date for the payment of such benefits. The initial payment upon resumption shall include the payment scheduled to occur in that calendar month and any amounts withheld from the time such reemployment or employment was terminated until the resumption of payments, less any

amounts which are subject to offset in accordance with subsection (d), below. The Retiree will be credited with all Employer contributions accrued by him during the suspension period.

- (d) **Offset Rules.** If payment of monthly retirement benefits have been resumed in accordance with subsection (c), above, the Trustees shall withhold an amount up to 100% of the total normal retirement benefit payment payable in the month payment of benefits is resumed, and not more than 25% of the amount due in each subsequent calendar month, until the Pension Fund has been repaid all payments previously made to the Retiree or Participant during those calendar months during which the Retiree or Participant was employed as defined in subsection (a), above. The above offset rules shall apply to any lump sum benefits in accordance with Subsection (b) hereof.
- (e) **Notification.** The Trustees shall cause a written notice to be served on the Retiree or Participant by personal delivery or certified mail during the first calendar month in which the Trustees withhold his monthly retirement benefit. The notice shall include a complete copy of this Section and a copy of a form to be used by the Retiree or Participant to notify the Trustees when he has discontinued such employment or reemployment. Such notice shall contain all information required by the Department of Labor Regulations Paragraph 2530.203-3(b)(4).
- (f) **Verification and Determination of Status.**
  - (i) Every Retiree or Participant and every Participant who would be eligible to receive early retirement benefits but for his reemployment or continued employment who engages in employment as described in Subparagraph (a) above shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.
  - (ii) It shall be a condition to the right of the Retiree or Participant to receive future monthly retirement benefit payments that the Retiree or Participant shall, at such time as may be requested by the Trustees, certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in Subparagraph (b), above. The Trustees shall provide the Retiree or Participant with the necessary forms for such certification.
  - (iii) The Trustees shall, within 60 days after receipt of a written request together with sufficient information from any Retiree or Participant, provide the Retiree or Participant with a

written determination as to whether or not any contemplated employment or reemployment by the Retiree or Participant will result in a suspension of monthly retirement benefits. The Trustees shall have discretionary authority to suspend the provision of this Section where manpower shortages would not affect the accrual of benefits by active Participants.

- (iv) All determinations by the Trustees relating to the suspension of benefits or the determination of benefits of the character of any contemplated employment or reemployment shall be considered in accordance with the claims procedure adopted by the Trustees pursuant to Section 503 of ERISA and applicable regulations.

(g) **Presumptions.**

- (i) If the Trustees have given written notice to the Retiree or Participant of the suspension of benefits and the Retiree or Participant has not complied with the verification requirements contained in subsection (f), above, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption that the Retiree or Participant has worked more than 40 hours.
- (ii) If the Trustees become aware that a Pensioner or Participant is reemployed as defined in subsection (a), above, at a construction site and the Pensioner or Participant has not complied with the verification requirements set forth in subsection (f) with regard to that employment, then the Trustees may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttal presumption that the Pensioner or Participant engaged in such employment for the same Employer in work at that site for so long before the work in question as that same Employer performed that work at that construction site.
- (iii) The verification requirements set forth in subsection (f) and the nature and the effect of these presumptions shall be set forth in the Summary Plan Description and in any communication to Participants and Retirees which relate to such verification requirements and shall be furnished to all Retirees at least once every 12 calendar months.

- (h) **Waiver.** The Trustees, in their sole discretion, may waive the application of this suspension-of-benefits rule when there is sufficient employment in the industry so as to not adversely affect the funding base of the Plan and where the Retiree provides the Trustees with prior written notice of his intention to return to Covered Employment. Although such waivers shall be granted in a nondiscriminatory manner, no individual waiver shall be

construed as applicable to all Retirees in the same or similar circumstances. Each Retiree's request for a waiver shall be independently evaluated by the Trustees. Effective May 1, 2023, the Trustees have waived the Suspension of Benefits provisions for retirees who retired on or before November 1, 2022, but only with respect to the performance of covered bargaining unit work for a contributing Employer in the jurisdiction of the Fund.

- (i) Continued Employment. If a Retiree is credited with additional contributions as a result of Hours of Service accrued after retirement, he shall receive an increased monthly benefit based upon the additional contributions accrued, effective the following July 1. Monthly benefits shall be increased effective each July 1 thereafter, based upon the contributions, if any, accrued during the immediately preceding Plan Year. Each such increase in monthly benefits payable shall be calculated in the same benefit form in which the Retiree's monthly benefit is being paid, using the benefit rate in effect on the July 1 as of which each increase is effective.

**Section 4.8(b) Suspension of Benefits. The following provisions apply to retirements after May 1, 2024. Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to Retirees who would be eligible to receive such retirement benefits shall be suspended in accordance with the provisions of this Section if the Retiree returns to or continues in employment of the type and for the periods of time set forth herein. During periods of the waiver of the suspension of benefits provisions, Participant may defer his retirement without a Break in Service.**

- (a) **Return to Employment. No monthly retirement benefit shall be paid to: (i) any Normal Retiree who is at least age 62 during any calendar month during which such individual completes 40 or more Hours of Service in Restricted work as described below; (ii) any Early Retiree who is under age 62 during any calendar month during which such individual accrues any Hours of Service in Restricted Work, as described below:**
  - (1) **an industry in which Participants covered by this Plan were employed and were covered by this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment;**
  - (2) **a trade or craft in which the Retiree was employed at any time under the Plan; and**
  - (3) **the geographical area covered by the Plan at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment. The terms "industry," "trade or craft," and "geographical area covered by the Plan" shall have meanings prescribed by IRC Section**

**411(a)(3)(B) and Regulations issued by the Department of Labor.**

- (b) Amount.** *The amount of normal retirement benefit which will be permanently withheld for the calendar month in which the Retiree or Participant is employed as defined in subsection (a) above shall be the lesser of (1) an amount equal to the monthly benefit which would have been payable to him if he had been receiving monthly benefit under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his reemployment or continued employment based upon a single life annuity commencing at the actual retirement age or (2) the actual amount paid or scheduled to be paid to him for such benefit. In case of benefits paid by lump sum, rather than in monthly installments, the Fund reserves the right to recover pro-rata actuarial equivalent of such lump sum benefit, as it applies to each month for which benefits are suspendible hereunder.*
- (c) Resumption of Payments.** *At such time as the Retiree or Participant is no longer employed as defined in subsection (a), above, and has notified the Trustees of that fact in accordance with subsection (f), below, the payment of monthly retirement benefits shall be commenced on the next regularly scheduled date for the payment of such benefits. The initial payment upon resumption shall include the payment scheduled to occur in that calendar month and any amounts withheld from the time such reemployment or employment was terminated until the resumption of payments, less any amounts which are subject to offset in accordance with subsection (d), below. The Retiree will be credited with all Employer contributions accrued by him during the suspension period.*
- (d) Offset Rules.** *If payment of monthly retirement benefits have been resumed in accordance with subsection (c), above, the Trustees shall withhold an amount up to 100% of the total normal retirement benefit payment payable in the month payment of benefits is resumed, and not more than 25% of the amount due in each subsequent calendar month, until the Pension Fund has been repaid all payments previously made to the Retiree or Participant during those calendar months during which the Retiree or Participant was employed as defined in subsection (a), above. The above offset rules shall apply to any lump sum benefits in accordance with Subsection (b) hereof.*
- (e) Notification.** *The Trustees shall cause a written notice to be served on the Retiree or Participant by personal delivery or certified mail during the first calendar month in which the Trustees withhold his monthly retirement benefit. The notice shall include a complete copy of this Section and a copy of a form to be used by the Retiree or Participant to notify the Trustees when he has discontinued such employment or reemployment. Such notice shall contain all information required by the Department of Labor Regulations Paragraph 2530.203-3(b)(4).*



**(f) Verification and Determination of Status.**

- (i) Every Retiree or Participant and every Participant who would be eligible to receive early retirement benefits but for his reemployment or continued employment who engages in employment as described in Subparagraph (a) above shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.**
- (ii) It shall be a condition to the right of the Retiree or Participant to receive future monthly retirement benefit payments that the Retiree or Participant shall, at such time as may be requested by the Trustees, certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in Subparagraph (b), above. The Trustees shall provide the Retiree or Participant with the necessary forms for such certification.**
- (iii) The Trustees shall, within 60 days after receipt of a written request together with sufficient information from any Retiree or Participant, provide the Retiree or Participant with a written determination as to whether or not any contemplated employment or reemployment by the Retiree or Participant will result in a suspension of monthly retirement benefits. The Trustees shall have discretionary authority to suspend the provision of this Section where manpower shortages would not affect the accrual of benefits by active Participants.**
- (iv) All determinations by the Trustees relating to the suspension of benefits or the determination of benefits of the character of any contemplated employment or reemployment shall be considered in accordance with the claims procedure adopted by the Trustees pursuant to Section 503 of ERISA and applicable regulations.**

**(g) Presumptions.**

- (i) If the Trustees have given written notice to the Retiree or Participant of the suspension of benefits and the Retiree or Participant has not complied with the verification requirements contained in subsection (f), above, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption**

**that the Retiree or Participant has worked more than 40 hours.**

- (ii) If the Trustees become aware that a Pensioner or Participant is reemployed as defined in subsection (a), above, at a construction site and the Pensioner or Participant has not complied with the verification requirements set forth in subsection (f) with regard to that employment, then the Trustees may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttal presumption that the Pensioner or Participant engaged in such employment for the same Employer in work at that site for so long before the work in question as that same Employer performed that work at that construction site.**
- (iii) The verification requirements set forth in subsection (f) and the nature and the effect of these presumptions shall be set forth in the Summary Plan Description and in any communication to Participants and Retirees which relate to such verification requirements and shall be furnished to all Retirees at least once every 12 calendar months.**
- (h) Waiver. The Trustees, in their sole discretion, may waive the application of this suspension-of-benefits rule when there is sufficient employment in the industry so as to not adversely affect the funding base of the Plan and where the Retiree provides the Trustees with prior written notice of his intention to return to Covered Employment. Although such waivers shall be granted in a nondiscriminatory manner, no individual waiver shall be construed as applicable to all Retirees in the same or similar circumstances. Each Retiree's request for a waiver shall be independently evaluated by the Trustees. Effective May 1, 2023, the Trustees have waived the Suspension of Benefits provisions for retirees who retired on or before November 1, 2022, but only with respect to the performance of covered bargaining unit work for a contributing Employer in the jurisdiction of the Fund.**
- (ii) Continued Employment. If a Retiree is credited with additional contributions as a result of Hours of Service accrued after retirement, he shall receive an increased monthly benefit based upon the additional contributions accrued, effective the following July 1. Monthly benefits shall be increased effective each July 1 thereafter, based upon the contributions, if any, accrued during the immediately preceding Plan Year. Each such increase in monthly benefits payable shall be calculated in the same benefit form in which the Retiree's monthly benefit is being paid, using the benefit rate in effect on the July 1 as of which each increase is effective.**

*[Signatures appear on following page]*

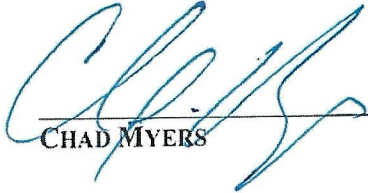
CHAIRMAN



---

PRICE DOBERNICK

SECRETARY



---

CHAD MYERS

**SECOND AMENDMENT TO THE  
PLUMBERS AND PIPEFITTERS  
LOCAL UNION NO. 333 PENSION PLAN  
(AS RESTATED EFFECTIVE SEPTEMBER 1, 2021)**

**RE: Break in Service for Participants with 30 Years of Credited Service and Reinstatement for Vested Deferred Participants**

**EFFECTIVE: January 1, 2024**

---

**Recitals**

**WHEREAS**, Article VI, Section 1 of the Plumbers and Pipefitters Local Union No. 333 Pension Plan (the "Plan") authorizes the Trustees to amend the Plan from time to time;

**WHEREAS**, the Trustees wish to amend the Plan to clarify provisions for Breaks in Service for Participants with 30 or more Years of Credited Service and the reinstatement requirements for a Vested Deferred Participant.

**Accordingly**, the Plan is amended as follows, effective as of the date set forth above (additions are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

\* \* \*

**Section 2.4 Break In Service.**

- (a) **Hours Required.** A Break in Service shall occur, if in any Plan Year a Participant accrues less than 160 Hours of Service. No Break in Service shall be deemed to have occurred during the initial Plan Year in which the Participant first commences employment merely because he fails to accrue at least 160 Hours of Service. No Break in Service shall occur during any Qualified Leave of Absence, unless the Participant fails to return to Covered Employment at the conclusion of such absence. A Break in Service shall not occur after the Participant has become eligible for disability benefits, early retirement benefits, reached early or normal retirement age or during Qualified Leaves of Absences. **Effective January 1, 2024, a Participant with 30 or more Years of Credited service shall not incur a Break in Service from the time he leaves Covered Employment until actual retirement, regardless of the number of Hours of Service accrued.**
- (b) **Effect of Break in Service.** If a Participant who is not vested incurs a Break in Service, he shall forfeit all his non-vested Accrued Benefit, including all non-vested Years of Credited Service and his Years of Vesting Service, unless such Participant has satisfied the requirements for a pension under the Plan, or reinstates same, as herein provided. Upon return to Covered Employment by a Participant who has incurred a forfeiture hereunder, such Participant shall be considered a new Participant, unless such Accrued Benefit and any Years of Credited Service and Years of Vesting Service are reinstated in accordance with Section 2.5. **Effective January 1, 2024, vested Participants with 30 or more Years of Credited Service shall not incur a Break in Service**

**from the time he leaves Covered Employment until actual retirement, regardless of the number of Hours of Service accrued.**

- (c) **Qualified Leaves of Absence.** No Break in Service shall occur during the following qualified leaves of absence unless the Participant fails to return to Covered Employment at the conclusion thereof:
- (i) Leave of absence granted by the Trustees for any cause for the period stated in such leave. For the purpose of this subsection, the Trustees shall give equal treatment to all Participants who are in similar circumstances.
  - (i) Absence from work because of occupational injury or disease incurred in the course of the Participant's employment with an Employer from which workers' disability compensation is received.
  - (ii) During any service in the armed forces of the United States which is covered by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), or its predecessors, provided the Participant complies with the notice, documentation and reemployment requirements thereof.
    - (1) In accordance with the Heroes Earnings Assistance and Tax Relief Act (HEART), the reemployment requirement referenced above in Section 2.4(c)(iii) shall apply only when considering military service for purposes of accruing hours and years of service. For all death and survivor benefits available under this Plan, an active participant who enters military service and then dies while on qualified military leave shall be treated by the Plan as having been actively employed at the time of his or her death.
  - (iv) During any separation from employment by reason of a maternity or paternity leave of absence, provided such absence results:
    - (1) by reason of the pregnancy of the Participant,
    - (2) by reason of the birth of the child of a Participant,
    - (3) by reason of the placement of a child in connection with the adoption of the child by the Participant, or

- (4) for purposes of caring for the child during the period immediately following the birth or placement for adoption.

During the period of maternity or paternity leave of absence, a Participant shall be credited with such Hours of Service for Years of Vesting Service (vesting and eligibility purposes only) as are necessary to prevent a Break in Service. The Hours of Service which are required to be credited under this subsection shall be credited only in the Plan Year in which the absence begins if a Participant would be prevented from incurring a one year Break in Service in such year, or in any other case, in the immediately following Plan Year.

If required during a maternity or paternity leave of absence, a Participant is treated as having completed the number of Hours of Service that normally would have been credited or, if the normal work hours are unknown, eight Hours of Service shall be accrued for each normal workday during the authorized absence.

- (v) **During any separation from employment after accruing 30 Years of Credited Service.**

**Section 2.5 Reinstatement.** A Participant who first incurs a Break in Service on or after the Effective Date of this Plan, shall have his non-vested Accrued Benefit, Years of Vesting Service and Years of Credited Service earned prior to such Break in Service restored only if he returns to Covered Employment, is credited with at least 87 Hours of Service within a Plan Year and the number of consecutive one-year Breaks in Service is less than the greater of five years or the aggregate number of pre-break Years of Vesting Service. Prior to the Effective Date, the provisions of the predecessor Plan shall apply. Any Accrued Benefit, Years of Credited Service and Years of Vesting Service will be restored hereunder at the rates and on the terms in effect at the time the Break(s) in Service was incurred. **Effective January 1, 2024, Vested Deferred Participants must accrue at least 87 Hours of Service in a Plan Year to be restored to Active Status.**

\*

\*

\*

Except as has been hereby amended, the Plan shall remain in full force and effect.

Adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CHAIRMAN**

**SECRETARY**

\_\_\_\_\_  
**PRICE DOBERNICK**

\_\_\_\_\_  
**CHAD MYERS**

**FIRST AMENDMENT TO THE  
PLUMBERS AND PIPEFITTERS  
LOCAL UNION NO. 333 PENSION PLAN  
(AS RESTATED EFFECTIVE SEPTEMBER 1, 2021)**

**RE: Suspension of Benefits**

**EFFECTIVE: May 1, 2023**

---

**Recitals**

**WHEREAS**, Article VI, Section 1 of the Plumbers and Pipefitters Local Union No. 333 Pension Plan (the "Plan") authorizes the Trustees to amend the Plan from time to time;

**WHEREAS**, the Trustees wish to amend the Plan to clarify suspension of benefits provisions to provide for a temporary waiver of the rule.

\* \* \*

**Accordingly**, the Plan is amended as follows, effective as of the date set forth above (additions are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

**Section 4.8 Suspension of Benefits.** Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to Retirees who would be eligible to receive such retirement benefits shall be suspended in accordance with the provisions of this Section if the Retiree returns to or continues in employment of the type and for the periods of time set forth herein. ***During periods of the waiver of the suspension of benefits provisions, Participant may defer his retirement without a Break in Service.***

- (a) **Return to Employment.** No monthly retirement benefit shall be paid to any Retiree during any calendar month during which such individual completes 40 or more Hours of Service in:
  - (i) an industry in which Participants covered by this Plan were employed and were covered by this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment;
  - (ii) a trade or craft in which the Retiree was employed at any time under the Plan; and
  - (iii) the geographical area covered by the Plan at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment. The terms "industry," "trade or craft," and "geographical area covered by the Plan" shall have



meanings prescribed by IRC Section 411(a)(3)(B) and Regulations issued by the Department of Labor.

- (b) **Amount.** The amount of normal retirement benefit which will be permanently withheld for the calendar month in which the Retiree or Participant is employed as defined in subsection (a) above shall be the lesser of (1) an amount equal to the monthly benefit which would have been payable to him if he had been receiving monthly benefit under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his reemployment or continued employment based upon a single life annuity commencing at the actual retirement age or (2) the actual amount paid or scheduled to be paid to him for such benefit. In case of benefits paid by lump sum, rather than in monthly installments, the Fund reserves the right to recover pro-rata actuarial equivalent of such lump sum benefit, as it applies to each month for which benefits are suspendible hereunder.
- (c) **Resumption of Payments.** At such time as the Retiree or Participant is no longer employed as defined in subsection (a), above, and has notified the Trustees of that fact in accordance with subsection (f), below, the payment of monthly retirement benefits shall be commenced on the next regularly scheduled date for the payment of such benefits. The initial payment upon resumption shall include the payment scheduled to occur in that calendar month and any amounts withheld from the time such reemployment or employment was terminated until the resumption of payments, less any amounts which are subject to offset in accordance with subsection (d), below. The Retiree will be credited with all Employer contributions accrued by him during the suspension period.
- (d) **Offset Rules.** If payment of monthly retirement benefits have been resumed in accordance with subsection (c), above, the Trustees shall withhold an amount up to 100% of the total normal retirement benefit payment payable in the month payment of benefits is resumed, and not more than 25% of the amount due in each subsequent calendar month, until the Pension Fund has been repaid all payments previously made to the Retiree or Participant during those calendar months during which the Retiree or Participant was employed as defined in subsection (a), above. The above offset rules shall apply to any lump sum benefits in accordance with Subsection (b) hereof.
- (e) **Notification.** The Trustees shall cause a written notice to be served on the Retiree or Participant by personal delivery or certified mail during the first calendar month in which the Trustees withhold his monthly retirement benefit. The notice shall include a complete copy of this Section and a copy of a form to be used by the Retiree or Participant to notify the Trustees when he has discontinued such employment or reemployment. Such notice shall contain all information required by the Department of Labor Regulations Paragraph 2530.203-3(b)(4).

(f) **Verification and Determination of Status.**

- (i) Every Retiree or Participant and every Participant who would be eligible to receive early retirement benefits but for his reemployment or continued employment who engages in employment as described in Subparagraph (a) above shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.
- (ii) It shall be a condition to the right of the Retiree or Participant to receive future monthly retirement benefit payments that the Retiree or Participant shall, at such time as may be requested by the Trustees, certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in Subparagraph (b), above. The Trustees shall provide the Retiree or Participant with the necessary forms for such certification.
- (iii) The Trustees shall, within 60 days after receipt of a written request together with sufficient information from any Retiree or Participant, provide the Retiree or Participant with a written determination as to whether or not any contemplated employment or reemployment by the Retiree or Participant will result in a suspension of monthly retirement benefits. The Trustees shall have discretionary authority to suspend the provision of this Section where manpower shortages would not affect the accrual of benefits by active Participants.
- (iv) All determinations by the Trustees relating to the suspension of benefits or the determination of benefits of the character of any contemplated employment or reemployment shall be considered in accordance with the claims procedure adopted by the Trustees pursuant to Section 503 of ERISA and applicable regulations.

(g) **Presumptions.**

- (i) If the Trustees have given written notice to the Retiree or Participant of the suspension of benefits and the Retiree or Participant has not complied with the verification requirements contained in subsection (f), above, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption that the Retiree or Participant has worked more than 40 hours.

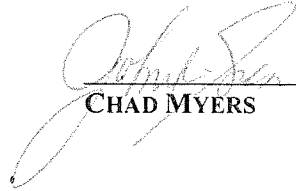
- (ii) If the Trustees become aware that a Pensioner or Participant is reemployed as defined in subsection (a), above, at a construction site and the Pensioner or Participant has not complied with the verification requirements set forth in subsection (f) with regard to that employment, then the Trustees may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttal presumption that the Pensioner or Participant engaged in such employment for the same Employer in work at that site for so long before the work in question as that same Employer performed that work at that construction site.
- (iii) The verification requirements set forth in subsection (f) and the nature and the effect of these presumptions shall be set forth in the Summary Plan Description and in any communication to Participants and Retirees which relate to such verification requirements and shall be furnished to all Retirees at least once every 12 calendar months.
- (h) **Waiver.** The Trustees, in their sole discretion, may waive the application of this suspension-of-benefits rule when there is sufficient employment in the industry so as to not adversely affect the funding base of the Plan and where the Retiree provides the Trustees with prior written notice of his intention to return to Covered Employment. Although such waivers shall be granted in a nondiscriminatory manner, no individual waiver shall be construed as applicable to all Retirees in the same or similar circumstances. Each Retiree's request for a waiver shall be independently evaluated by the Trustees. ***Effective May 1, 2023, the Trustees have waived the Suspension of Benefits provisions for retirees who retired on or before November 1, 2022, but only with respect to the performance of covered bargaining unit work for a contributing Employer in the jurisdiction of the Fund.***
- (i) **Continued Employment.** ***If a Retiree is credited with additional contributions as a result of Hours of Service accrued after retirement, he shall receive an increased monthly benefit based upon the additional contributions accrued, effective the following July 1. Monthly benefits shall be increased effective each July 1 thereafter, based upon the contributions, if any, accrued during the immediately preceding Plan Year. Each such increase in monthly benefits payable shall be calculated in the same benefit form in which the Retiree's monthly benefit is being paid, using the benefit rate in effect on the July 1 as of which each increase is effective.***

[Signatures appear on following page]

CHAIRMAN

  
PRICE DOBERNICK

SECRETARY

  
CHAD MYERS

*Approved by Robert Tracy  
Feb*

**PLUMBERS AND PIPEFITTERS  
LOCAL UNION NO. 333  
PENSION PLAN**

**EFFECTIVE SEPTEMBER 1, 2021**

WHEREAS, by an Agreement and Declaration of Trust dated July 1, 2000, this Pension Fund was established, pursuant to which the Trustees serving thereunder formulated and adopted this Pension Plan; and

WHEREAS, as a result of the merger of Locals 313, 335 and 388 of the United Association of Journeymen Plumbers and Journeymen Steamfitters and Pipefitters, the sponsors of predecessor plans, to form the new Local 333, this new Plan was established to incorporate the Plans sponsored by the predecessor Locals; and

WHEREAS, to accomplish such goals, the parties established the Plumbers and Pipefitters Local Union No. 333 Pension Plan, which shall be deemed the successor in interest to the predecessor Plans sponsored by Locals 313, 335 and 388, as herein provided.

WHEREAS, the Trustees intend for this Plan to enjoy the benefits of qualification under the Internal Revenue Code of 1986, as amended (IRC or the Code, interchangeably), and, to that end, have agreed and resolved to establish and maintain the Plan to comply with the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the Code, as amended, as well as any other applicable statutes and regulations.

NOW, THEREFORE, the Trustees of the PLUMBERS AND PIPEFITTERS LOCAL NO. 333 PENSION FUND, pursuant to the powers and duties vested in them by the Agreement and Declaration of Trust, as amended from time to time, published this Plan, originally effective on July 1, 2000 and restated on January 1, 2015. Subsequently, they adopted, at different times, various amendments to the Plan, which have now been incorporated into this Restated Plan, effective as of September 1, 2021. This Restated Plan applies to all service and benefits accrued after its effective date. Those individuals who ceased being Active Participants prior to its restatement date shall have their rights and obligations determined under the terms of the applicable prior plan documents and its amendments.

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Accrued Benefit.** "Accrued Benefit" means the monthly amount of the normal retirement benefit, payable as of a Participant's Normal Retirement Age, based on the Years of Credited Service accrued by such Participant and the applicable benefit rate or rates in effect as of the date such determination is made, or such other benefit calculation formula as provided for herein.

**Section 1.2 Active Participant.** "Active Participant" means an Employee who is in the process of acquiring eligibility to receive benefits, and who has not become an Inactive Participant, a Former Participant or a Vested Former Participant.

**Section 1.3 Actuarial Equivalent.** "Actuarial Equivalent" means a benefit of equal value to the benefit for which it is substituted, the value of both benefits shall be based on actuarial assumptions and factors which have been adopted by the Trustees and are set forth in Addendum A.

**Section 1.4 Actuarial Valuation.** For purposes of calculating the Plan's current liabilities, the Plan will use the mortality table prescribed by the Secretary for such purpose.

**Section 1.5 Association.** "Association" means the Mid-Michigan Mechanical Contractors Association, Inc., or any successor thereto.

**Section 1.6 Beneficiary.** "Beneficiary" means the person or persons designated by a Participant to receive benefits from the Plan in the event of his death, or, in the absence of an effective designation, or if such designated person or persons shall have died, the first of the following classes of Beneficiaries, in successive preference, then surviving the Participant's (a) Spouse; (b) children; (c) parents; (d) brothers or sisters; (e) estate. The term "children" shall include legally adopted children. Any Beneficiary designation may from time to time be revoked and a new designation may from time to time be made by the Participant, subject to the Spousal consent requirements of the law. All such designations or revocations to be effective shall be duly executed by the Participant and filed with the Trustees during the lifetime of the Participant.

**Section 1.7 Board of Trustees.** "Board of Trustees" means all of the individuals designated as Trustees under the Trust Agreement who have consented in writing to act in that fiduciary capacity, pursuant to the terms and conditions of the Trust Agreement.

**Section 1.8 Break in Service.** A "Break in Service" shall occur if insufficient Hours of Service are accrued by a Participant, as provided in Section 2.4 hereof.

**Section 1.9 Collective Bargaining Agreement.** "Collective Bargaining Agreement" means any contract entered into between the Union and the Association, or any Employer, pursuant to which the Employer has agreed to contribute to the Trust Fund, as well as any renewal or extension thereof. A participation agreement, or any other written agreement requiring contributions hereto, will be deemed to be a Collective Bargaining Agreement hereunder.

**Section 1.10 Covered Employment.** "Covered Employment" means:

- (a) Employment with an Employer, for which the Employer has agreed, through a written Collective Bargaining Agreement with the Union or other written agreement, to contribute to this Pension Fund;
- (b) For purposes of determining eligibility for benefits and Years of Vesting Service only, "Covered Employment" also means contiguous employment with an Employer, in work which is not within the jurisdiction of the Union, and which was continuously performed immediately prior to or after employment with such Employer, or a controlled group of employers, which was both within the craft jurisdiction of the Union and occurred during a period of time in which such Employer had an obligation to

contribute to the Fund. Covered Employment shall also include any employment in a salaried position with the Union or any other Local, Zone, State Conference or subdivision thereof, if such employment is performed immediately prior to or after employment with an Employer or the Union. Such service shall not be used for purposes of determining benefit accruals under the Plan.

**Section 1.11 Date of Determination.** "Date of Determination" means the last day a Participant worked in Covered Employment prior to incurring a Break in Service or prior to receiving his payment of a pension benefit if no Break in Service has been incurred. The benefit rate applicable to each period of participation prior to a Break in Service establishing a Participant's Date(s) of Determination will be used to calculate the amount of the Participant's pension benefit provided under the Plan.

**Section 1.12 Effective Date.** The "Effective Date" of this Plan shall be July 1, 2000 Plan.

**Section 1.13 Entry Date.** "Entry Date" means the date a Participant satisfies the participation requirements of Section 2.1.

**Section 1.14 Employee.** Employee means any individual employed by an Employer, who is covered by a Collective Bargaining Agreement, including any Employee in a salaried capacity employed by the Union, on whose behalf the Employer has agreed to make contributions to this Fund. No individual who has a direct or indirect ownership interest in an Employer, as a partner or self-proprietor, shall be eligible to participate herein, although contributions may be required on behalf of such individual.

**Section 1.15 Employer.** Employer means any of the following:

- (a) Any member of the Association who is bound by the terms of a Collective Bargaining Agreement between the Union and the Association, or such other written agreement, to make contributions to the Fund on behalf of its Employees who are covered by the Collective Bargaining Agreement.
- (b) Any other Employer engaged in work coming within the trade, craft and geographical jurisdiction of the Union who is obligated by a Collective Bargaining Agreement, or such other written agreement, to make contributions to the Fund on behalf of its Employees who are covered by the Collective Bargaining Agreement and which, in writing, adopts and agrees to be bound by the Trust Agreement.
- (c) The Union, solely to the extent that it acts in the capacity of an employer of its business representative or its Employees, providing it agrees in writing to be bound by the Trust Agreement and to make contributions to the Fund on behalf of such Employees.

**Section 1.16 Hour of Service.** "Hour of Service," as defined in the following subsections, shall be credited to the Participant in the Plan Year in which the Hour of Service is worked, or credited to the Participant, and means:

- (a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by an Employer for the performance of duties and for which

an Employer is required to make contributions on behalf of the Employee to the Fund, pursuant to the Collective Bargaining Agreement, during each Plan Year. Each such hour shall be credited to the Employee for the period in which he performed the duty, regardless of when payment is made or due.

- (b) Each hour, up to a maximum of 436 hours in any continuous period, for which an Employee is directly or indirectly paid or entitled to payment by an Employer for reasons other than the performance of duties (such as vacation, sickness or temporary disability). Hours credited for reasons other than the performance of duties will be credited in accordance with the Department of Labor Regulations 2530.200(b)-2(b) and (c), as amended from time to time.
- (c) Each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by an Employer. Such hours shall be credited to the Employee for the period(s) to which the award or agreement pertains rather than the period(s) in which the award or agreement has been made.

Notwithstanding the provisions of subsection (b) above, hours for which an Employee is directly or indirectly paid or entitled to payment for a period during which no duties were performed shall not be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws.

Solely for purposes of determining whether a Break in Service, as defined herein, for participation and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to him if not for such absence. In any case in which such Hours of Service cannot be determined, eight Hours of Service per day of such absence shall be credited, except that the total number of hours treated as Hours of Service under this paragraph shall not exceed 436. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence due to (i) the pregnancy of the individual, (ii) the birth of the individual's child, (iii) the placement of a child with the individual in connection with the adoption of such child by such individual, or (iv) caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (i) in the Plan Year in which the absence begins, if the crediting is necessary to prevent a Break in Service in such year, or (ii) in all other cases, during the following Plan Year. Hours of Service shall continue to accrue during a period of military service covered by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as provided in Sections 2.3 and 2.4.

**Section 1.17 Participant.** "Participant" means an Employee who has met the eligibility requirements for participation as set forth herein. Once an Employee becomes an Active Participant, he shall remain an Active Participant until his Break in Service, retirement, death, or other termination of participation renders him Inactive. Once an individual ceases being an Active Participant, he shall be deemed an Inactive Participant, Former Participant, Vested Former Participant, Deceased Participant, or Normal, Early, or Disability Retiree, whichever is applicable. For purposes of converting from a Disability Benefit to a Retirement Benefit, the



Participant will be considered an Active Participant (for purposes of early retirement reductions) at conversion date.

**Section 1.18 Pension Plan.** “Pension Plan” means this plan, program, method and procedures for the making of regular contributions by Employers and the payment by the Trustees of benefits from the Pension Fund, in accordance with such rules and regulations relating to eligibility requirements, retirement age, amount and computation of benefits, and the general administration and operation of the Pension Fund, as herein adopted or as the Trustees may from time to time adopt and promulgate. Individuals who ceased being a Participant herein prior to the adoption of this Plan, or who otherwise participated in any predecessor Plan, shall have their rights determined under the terms of the predecessor Plan, unless specifically provided for herein. Any plans that are merged into this Plan shall be referred to as Predecessor Plans.

**Section 1.19 Pension Trust, Pension Fund or Pension Trust Fund.** “Pension Trust,” “Pension Fund” or “Pension Trust Fund” shall be synonymous with and mean the United Association of Journeymen Plumbers and Journeymen Steamfitters and Pipefitters Local Union No. 333 Pension Trust Fund, as amended from time to time. Any Trusts that are merged into this Trust Fund shall be referred to as Predecessor Trusts.

**Section 1.20 Plan Year.** “Plan Year” means a year commencing on July 1<sup>st</sup> and ending on the following June 30<sup>th</sup>. Plan Year shall also be deemed the Limitations Year.

**Section 1.21 Predecessor Plan(s).** For purposes of this Plan, the term Predecessor Plan or Plans shall refer to the Plumbers and Pipefitters Local 313 Pension Plan, the United Association of Journeymen Plumbers and Journeymen Steamfitters and Pipefitters Local Union No. 335 Pension Plan and the United Association of Journeymen Steamfitters and Pipefitters Local Union No. 388 Pension Plan, which have been merged to form this Plan.

**Section 1.22 Spouse.** “Spouse” means the individual to whom a Participant is married for at least one year ending on the earlier of his survivor annuity starting date, or the date of death. If a Participant marries within the one-year period before the survivor annuity starting date and has been married to that Spouse for at least one year on the date of his death, the Participant and his Spouse will be treated as having been married throughout the one-year period ending on the Participant’s annuity starting date. A former Spouse shall be treated as a Spouse to the extent provided by IRC Section 414(p), and ERISA Section 206.

**Section 1.23 Trustees.** “Trustees” means the persons designated by the Union, Association or Employers to administer the Pension Trust and this Plan. The Trustees shall be deemed the named fiduciaries hereunder.

**Section 1.24 Union.** “Union” means the United Association of Journeymen Plumbers and Journeymen Steamfitters and Pipefitters Local Union No. 333, including any predecessor or successor thereto.

**Section 1.25 Vested Former Participant.** “Vested Former Participant” means any Participant who has become vested in his Accrued Benefit and has incurred a Break in Service, prior to attainment of his Early Retirement Age.

**Section 1.26 Year of Credited Service.** “Year of Credited Service” means a Plan Year in which a Participant has completed the necessary Hours of Service, as set forth in Section 2.3.,

to accrue a Year of Credited Service. Years of Credited Service shall be used to determine the amount of the Participant's Accrued Benefit earned under a Predecessor Plan prior to the Effective Date of this Plan.

**Section 1.27 Year of Vesting Service.** "Year of Vesting Service" will be accrued by a Participant, in accordance with Section 2.2. Years of Vesting service shall be used to determine the Participant's eligibility for participation and certain benefits, such as early retirement and disability, as well as vesting rights hereunder.

## **ARTICLE II**

### **ELIGIBILITY AND SERVICE**

**Section 2.1 Eligibility for Participation.** Each individual who becomes a Participant on or after the Effective Date and earns one Hour of Service shall become a Participant in this Plan. Any individual that was a Participant in a Predecessor Plan shall automatically become a Participant in this Plan.

**Section 2.2 Years of Vesting Service.**

- (a) **Past Years of Vesting Service.** (Accrued with Predecessor Plan(s) prior to Effective Date) Years of Vesting Service accrued under a Predecessor Plan, prior to this Plan's Effective Date, shall be recognized hereunder for vesting purposes only, under the rules in effect for such Predecessor Plan(s). No duplication of such service shall be permitted between this and the Predecessor Plan(s).
- (b) **Future Years of Vesting Service.** (Accrued on or After Effective Date). A Year of Vesting Service shall mean any Plan Year, commencing on or after the Effective Date of this Plan, in which a Participant accrues not less than 870 Hours of Service. If a Participant accrues less than 870 Hours of Service in a Plan Year, a partial Year of Vesting Service shall be granted, equal to 1/10<sup>th</sup> of a Year of Vesting Service for each 87 Hours of Service accrued, rounded up to the next higher fraction.
- (c) **Contiguous Service.** For purposes of determining a Participant's Years of Vesting Service, all contiguous Hours of Service accrued on or after the Effective Date shall be credited for vesting and eligibility purposes hereunder. Such contiguous service shall not, however, be counted as Years of Credited Service in determining the amount of a Participant's benefits under this or any Predecessor Plan(s). For purposes of the foregoing, contiguous service shall include all Hours of Service performed for an Employer on or after the Effective Date of this Plan in work which is not within the jurisdiction of the Union and which was continuously performed immediately prior to or immediately after employment with such Employer, or a controlled group of Employers, which was both within the craft jurisdiction of the Union and occurred during a period of time in which such Employer had an obligation to contribute to the Fund. Contiguous service shall also include any employment in a salaried position with the Union or any other Local, International Union, Zone,

Trust Fund, State Conference, Labor Board or Building Trades or subdivision thereof, if such employment is performed immediately prior to or after employment with an Employer or the Union. Contiguous service shall include all Hours of Service accrued, on or after the Effective Date of this Plan, in a bargaining unit represented by the Union but which is covered by a collective bargaining agreement that does not require that contributions be paid to this Fund, and all Hours of Service during which the Participant has been employed in a bargaining unit that would otherwise be represented by the Union, but for the fact that it is represented by a building trades council, or similar labor organization, shall be counted in determining Years of Vesting Service.

- (d) **Apprentices and Disabled Participants.** Year of Vesting Service shall include periods during which an individual performed Hours of Service for an Employer as an apprentice, even if the Employer is not obligated by its Collective Bargaining Agreement to make contributions on his behalf to the Fund. Years of Vesting Service shall also include any time during which a Participant was disabled and eligible for disability benefits hereunder, or under a health insurance program sponsored by the Union.
- (e) **Computation Period.** The initial computation period for a Year of Vesting Service, earned on or after the Effective Date, shall be a 12 consecutive-month period, beginning on the day the Participant first performs an Hour of Service. The subsequent computation period shall be based on the Plan Year, which includes the anniversary date of the Participant's date of employment. Each succeeding computation period will be coincident with the Plan Year.
- (f) **Military Service.** Vesting service shall continue to accrue on or after the Effective Date, during any military service covered by USERRA, provided the Participant complies with the notice, record keeping and reemployment requirements of the Act. The Hours of Service accrued during said military service shall be equal to the Hours of Service the Participant would have accrued during said period had he worked in Covered Employment, based on the average number of Hours of Service accrued in the three Plan Years prior to said service, prorated during the period of military service.

**Section 2.3 Years of Credited Service.** Years of Credited Service shall be used to determine the amount of the pension benefit that was accrued under the Predecessor Plan(s), prior to the Effective Date of this Plan. [Years of Credited Service will not accrue for any Hours of Service worked on or after the Effective Date of this Plan, inasmuch as future benefits are determined on a percentage of contribution basis]. Years of Credited Service accrued under a Predecessor Plan, prior to this Plan's Effective Date, shall be recognized hereunder for purposes of determining benefit eligibility and calculation of the benefit amount due under a Predecessor Plan, although no duplication of such service shall be permitted. Prior to the Effective Date of this Plan, the following credited service provisions were in effect for each Predecessor Plan.

- (a) **Local 313 Plan Participants.**

- (i) **Past Service.** A Year of Past Credited Service shall be equal to a Year of Past Membership Credit. A “Year of Past Membership Credit” means a Plan Year beginning prior to July 1, 1967, during which an Employee paid dues to the Union pursuant to a Collective Bargaining Agreement between the Union and a covered Employer.
- (ii) **Future Service.** Year of Future Credited Service. A “Year of Future Credited Service” means the quotient obtained by dividing the total number of hours for which a Participant is paid for the performance of duties in Covered Employment during each Plan Year beginning on or after July 1, 1967 and ending with his retirement date, death, or disability by 1,600.

The quotient obtained by such division shall be carried out to four decimal places.

- (b) **Local 335 Plan Participants.** A Year of Credited Service shall be accrued by each Participant, in the Plan Year in which earned, in accordance with the following:

- (i) **Past Service.** Any Employee who has worked within the Union’s jurisdiction prior to the Effective Date of the Predecessor Plan, (June 1, 1963), will be credited with the number of Years of Credited Service, or portion thereof, accrued by him during such service as determined by the records of his Employer or Employers and certified by the Trustees.

- (ii) **Future Service.**

- (1) Commencing with July 1, 1963, but prior to July 1, 1976, Credited Service is computed on the basis of Hours of Service. If an Employee accrues 1,620 or more Hours of Service during a Plan Year he will be credited with a full Year of Credited Service. An Employee who accrues less than 1,620 Hours of Service in a Plan Year shall receive 1/10 of a year of Credited Service for each 162 Hours of Service.

- (2) Commencing on or after July 1, 1976, but prior to July 1, 1988, Credited Service shall be computed on the basis of 1,620 Hours of Service accrued by an Employee during the Plan Year. An Employee who accrues less than 1,620 Hours of Service in a Plan year will receive *pro rata* credit, determined by dividing the Employee’s Hours of Service

accrued during the Plan Year by 1,620, rounded up to the next higher fraction.

- (3) Commencing on or after July 1, 1988, Credited Service shall be computed on the basis of 1,620 Hours of Service. For each 16.2 Hours of Service accrued by an Employee during the Plan Year, he shall receive 1/100 of a Year of Credited Service. There shall be no limit on the total number of Years of Credited Service that can be accrued during any Plan Year, on or after July 1, 1988.

- (c) **Local 388 Plan Participants.** A Year of Credited Service shall be credited to each Participant, in the Plan Year in which earned, in accordance with the following:

- (i) **Past Service.** Credited Service before June 1, 1962 shall mean continuous years and full months of service completed between the Participant's most recent date of employment with an Employer, within the jurisdiction of the Union, and June 1, 1962, subject to a maximum of ten such years.

In determining years of Credited Service prior to June 1, 1962, continuous membership in the Union shall be acceptable evidence. To be eligible for Credited Service prior to June 1, 1962.

- (1) A Participant must have had contributions made on his behalf for no less than 100 hours during the period from June 1, 1962, to December 31, 1962, nor less than 100 hours during the period from January 1, 1963, to June 30, 1963, or no less than 1000 hours during the calendar year 1963; or
- (2) If a Participant was sick or disabled on the effective date of commencement of contributions under this Plan as originally constituted, June 1, 1962, and such sickness or disability continued for a period of six (6) consecutive months, such Participant will be deemed to have fulfilled the requirements of this subsection; or
- (3) If a Participant was on leave of absence as a result of active service in the Armed Forces of the United States on the date on which contributions commenced under this Plan as originally constituted, June 1, 1962, such Participant must have had contributions made on his behalf for no

less than 100 hours during the 12 months immediately following his discharge from the Armed Forces.

- (ii) **Future Service.** Credited Service for the Period from June 1, 1962, through May 31, 1976, shall mean the years credited to a Participant based on 1,600 or more hours worked during a Plan Year constituting a full Year of Credited Service. If a Participant worked less than 1,600 hours in a Plan Year, he shall be credited with 1/10 of a Year of Credited Service for each 160 Hours of Service.
- (iii) Credited Service on and after June 1, 1976, shall mean the service rendered by the Participant in the Plan Years beginning on and after June 1, 1976, based on 1,600 Hours of Service during a Plan Year consisting of a full Year of Credited Service. If a participant is credited with more or less than 1,600 Hours of Service, he will receive a pro-rata credit for such year, as determined by dividing the Participant's total number of Hours of Service by 1,600, rounded upward to the next higher fraction.

Notwithstanding the foregoing, a Participant's total Credited Service on and after June 1, 1962, shall be not less than the number of years of service determined by dividing such Participant's total Hours of Service (after the Effective Date) by 1,600 (rounded down to the nearest 1/10), which shall be credited in accordance with the following:

- (1) A Participant's years of Credited Service for the period beginning June 1, 1962, and ending May 31, 1969, shall be equal to the number of years determined by dividing such Participant's hours worked during such period by 1,600.
- (2) A Participant's years of Credited Service for the period beginning June 1, 1969, and ending May 31, 1979, shall be equal to the number of years determined by dividing such Participant's hours worked during such period by 1,600.
- (3) A Participant's years of Credited Service for the period on and after June 1, 1979, shall be equal to the number of years determined by dividing such Participant's hours worked during such period by 1,600.

- (d) **Military Service.** Credited Service for benefit eligibility purposes only shall continue to accrue on or after the Effective Date, during any military service covered by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), provided the Participant complies with the notice, record keeping and reemployment requirements of the Act. The Hours of Service accrued during said military service shall be equal to the Hours of Service the Participant would have accrued during said period had he worked in Covered Employment, based on the average number of Hours of Service accrued in the three Plan Years prior to said service, prorated during the period of military service.

**Section 2.4 Break In Service.**

- (a) **Hours Required.** A Break in Service shall occur, if in any Plan Year a Participant accrues less than 160 Hours of Service. No Break in Service shall be deemed to have occurred during the initial Plan Year in which the Participant first commences employment merely because he fails to accrue at least 160 Hours of Service. No Break in Service shall occur during any Qualified Leave of Absence, unless the Participant fails to return to Covered Employment at the conclusion of such absence. A Break in Service shall not occur after the Participant has become eligible for disability benefits, early retirement benefits, reached early or normal retirement age or during Qualified Leaves of Absences.
- (b) **Effect of Break in Service.** If a Participant who is not vested incurs a Break in Service, he shall forfeit all his non-vested Accrued Benefit, including all non-vested Years of Credited Service and his Years of Vesting Service, unless such Participant has satisfied the requirements for a pension under the Plan, or reinstates same, as herein provided. Upon return to Covered Employment by a Participant who has incurred a forfeiture hereunder, such Participant shall be considered a new Participant, unless such Accrued Benefit and any Years of Credited Service and Years of Vesting Service are reinstated in accordance with Section 2.5.
- (c) **Qualified Leaves of Absence.** No Break in Service shall occur during the following qualified leaves of absence unless the Participant fails to return to Covered Employment at the conclusion thereof:
  - (i) Leave of absence granted by the Trustees for any cause for the period stated in such leave. For the purpose of this subsection, the Trustees shall give equal treatment to all Participants who are in similar circumstances.
  - (ii) Absence from work because of occupational injury or disease incurred in the course of the Participant's employment with an Employer from which workers' disability compensation is received.
  - (iii) During any service in the armed forces of the United States which is covered by the Uniform Services Employment and

Reemployment Rights Act of 1994 (USERRA), or its predecessors, provided the Participant complies with the notice, documentation and reemployment requirements thereof.

(1) In accordance with the Heroes Earnings Assistance and Tax Relief Act (HEART), the reemployment requirement referenced above in Section 2.4(c)(iii) shall apply only when considering military service for purposes of accruing hours and years of service. For all death and survivor benefits available under this Plan, an active participant who enters military service and then dies while on qualified military leave shall be treated by the Plan as having been actively employed at the time of his or her death.

(iv) During any separation from employment by reason of a maternity or paternity leave of absence, provided such absence results:

(1) by reason of the pregnancy of the Participant,

(2) by reason of the birth of the child of a Participant,

(3) by reason of the placement of a child in connection with the adoption of the child by the Participant, or

(4) for purposes of caring for the child during the period immediately following the birth or placement for adoption.

During the period of maternity or paternity leave of absence, a Participant shall be credited with such Hours of Service for Years of Vesting Service (vesting and eligibility purposes only) as are necessary to prevent a Break in Service. The Hours of Service which are required to be credited under this subsection shall be credited only in the Plan Year in which the absence begins if a Participant would be prevented from incurring a one year Break in Service in such year, or in any other case, in the immediately following Plan Year.



If required during a maternity or paternity leave of absence, a Participant is treated as having completed the number of Hours of Service that normally would have been credited or, if the normal work hours are unknown, eight Hours of Service shall be accrued for each normal workday during the authorized absence.

**Section 2.5 Reinstatement.** A Participant who first incurs a Break in Service on or after the Effective Date of this Plan, shall have his non-vested Accrued Benefit, Years of Vesting Service and Years of Credited Service earned prior to such Break in Service restored only if he returns to Covered Employment, is credited with at least 87 Hours of Service within a Plan Year and the number of consecutive one-year Breaks in Service is less than the greater of five years or the aggregate number of pre-break Years of Vesting Service. Prior to the Effective Date, the provisions of the predecessor Plan shall apply. Any Accrued Benefit, Years of Credited Service and Years of Vesting Service will be restored hereunder at the rates and on the terms in effect at the time the Break(s) in Service was incurred.

**Section 2.6 Vesting.**

- (a) A Participant shall be vested in his Accrued Benefit in accordance with the following schedule:

Years of Vesting Service	Percent Vested
Less than 5	0%
5 or more	100%

Any Participant who reaches Normal Retirement Age prior to completing the vesting service requirements shall be 100% vested in his Accrued Benefit.

- (b) **Amendment.** If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage under this or a Predecessor Plan, such amendment must comply with Section 6.4.

**Section 2.7 Reciprocity.** If an Employee works outside of the jurisdiction of the Union in employment for which contributions are required to be made to a pension fund of another local union, which contributions are forwarded under a reciprocal agreement to this Fund, he shall be credited under this Plan with the number of Hours of Service for which contributions have been received, based on the contribution rate then in effect in the area where the work was performed. Should the contributions to this Fund for which an Employee would otherwise be credited by virtue of this employment in Covered Employment within the jurisdiction of the Union, be required by the terms of any reciprocal agreement to be forwarded to the pension fund of another local union, and said contributions are so forwarded, such Employee shall not

be credited with such Hours of Service for purposes of computing Years of Vesting or Credited Service under this Plan.

**ARTICLE III**  
**BENEFITS**

**Section 3.1 Applications for Pension Benefits.** As a condition of receiving pension benefits, a Participant shall be required to withdraw from Covered Employment and complete, execute and file with the Fund a pension application on a form provided by the Trustees. A Participant who is eligible for retirement benefits and who has properly filed the required application shall be known as either a “Normal,” “Early,” “Disability,” or “Vested Deferred” Retiree, whichever is applicable.

**Section 3.2 Participants in Prior Plan.** Any individual who was eligible to receive any benefit under a Predecessor Plan shall remain eligible for such benefits under this Plan, which benefit shall be no less than that to which he was entitled to under the Predecessor Plan(s). Unless specifically provided herein, the provisions of the Predecessor Plan shall apply to any individual who incurred a Break in Service, retired or died prior to the Effective Date of this Plan, or any individual in pay status, or Beneficiary thereof. No benefit amount or eligibility requirements therefor, payable under a Predecessor Plan, shall be improved by virtue of the adoption of this Plan, unless specifically provided herein. The foregoing notwithstanding, the benefit improvements set forth in Section 3.3(b)(iii) shall become effective on July 1, 2000.

**Section 3.3 Normal Retirement Benefits.**

- (a) **Eligibility.** A Participant shall be eligible for a normal retirement benefit on the first day of the month coincident with or following the date of his total withdrawal from Covered Employment and the receipt of his application, if he:
  - (i) has attained the Normal Retirement Age of 62. For Participants who accrue at least one Hour of Service on or after July 1, 2000, a different Normal Retirement Age applies depending upon the date of accrual, as follows:

Accrual Period	Normal Retirement Age	Explanation
Before June 30, 2008	61	Normal Retirement Age reduced to 61 for this period
July 1, 2008 – June 30, 2018	62	Normal Retirement Age raised to 62 on July 1, 2008
July 1, 2018- Present	65	Normal Retirement Age raised to 65 on July 1, 2018

- (ii) has not suffered a Break in Service prior to attaining the Normal Retirement Age from which he has not earned reinstatement; and

(iii) has completely withdrawn from Covered Employment.

The retirement benefit provided under this section shall become nonforfeitable upon the Participant's attainment of Age 60.

(b) **Amount.** The amount of the monthly benefit payable at the Normal Retirement Age shall be equal to the sum of the benefit amounts due under this Plan and any benefit amount due under a Predecessor Plan, as set forth in subsections (i) - Future Service Benefit and (ii) - Past Service Benefit, based on the benefit rates in effect under this and said Predecessor Plan on the Participant's Date(s) of Determination:

(i) **Future Service Benefit Amount.** For all Hours of Service accrued on or after the Effective Date of this Plan, the amount of the monthly normal retirement benefit due an eligible Participant shall be equal to 2.34% of the total amount of all Employer contributions credited for retirement benefits, which are accrued by the Participant with respect to such Hours of Service. Employer uncredited contributions for other purposes, such as to fund new or improved benefits, shall not be taken into consideration for benefit calculation purposes hereunder.

(ii) **Past Service Benefit Amount.** For all Hours of Service accrued with a Predecessor Plan, prior to the Effective Date of this Plan, the amount of the monthly benefit due an eligible Participant shall be equal to the sum of amounts determined by multiplying the number of Years of Credited Service accrued under the Predecessor Plan(s) by the benefit rate(s) in effect during said Years of Credited Service, as of each of the Participants' Date(s) of Determination. The following benefit rates were in effect for the Predecessor Plans prior to the Effective Date of this Plan:

PERIOD	LOCAL 313 PLAN RATE	LOCAL 335 PLAN RATE	LOCAL 388 PLAN RATE
Prior to 07/01/62	\$ 5.80	\$ 5.10	\$ 4.50
07/01/62 - 06/30/67	\$ 5.80	\$ 5.10	\$ 4.50
07/01/67 - 06/30/70	\$32.75	\$ 11.00	\$ 33.12
07/01/70 - 06/30/74	\$32.75	\$ 13.00	\$ 33.12
07/01/74 - 06/30/77	\$32.75	\$ 13.00	\$ 33.12
07/01/77 - 06/30/78	\$32.75	\$ 17.00	\$ 33.12
07/01/78 - 06/30/79	\$32.75	\$ 27.30	\$ 33.12

07/01/79 - 06/30/80	\$32.75	\$ 38.30	\$120.40
07/01/80 - 06/30/81	\$32.75	\$ 47.00	\$120.40
07/01/81 - 06/30/82	\$37.30	\$ 55.00	\$120.40
07/01/82 - 06/30/85	\$37.30	\$ 63.00	\$120.40
07/01/85 - 06/30/86	\$37.30	\$ 70.00	\$120.40
07/01/86 - 06/30/87	\$37.30	\$ 74.00	\$120.40
07/01/87 - 06/30/88	\$37.30	\$ 80.00	\$120.40
07/01/88 - 06/30/89	\$39.25	\$ 83.20	\$120.40
07/01/89 - 06/30/90	\$41.25	\$ 87.00	\$120.40
07/01/90 - 06/30/91	\$43.25	\$ 93.15	\$120.40
07/01/91 - 06/30/92	\$43.25	\$100.15	\$120.40
07/01/92 - 06/30/93	\$43.25	\$103.50	\$120.40
07/01/93 - 06/30/94	\$43.25	\$110.00	\$120.40
07/01/94 - 06/30/95	\$43.25	\$117.00	\$120.40
07/01/95 - 06/30/96	\$47.25	\$123.75	\$120.40
07/01/96 - 06/30/97	\$51.25	\$136.00	\$120.40
07/01/97 - 06/30/98	\$55.25	\$145.00	\$120.40
07/01/98 - 06/30/99	\$59.75	\$146.75	\$120.40
07/01/99 - 06/30/2000	\$74.25	\$152.00	\$120.40

- (iii) The Past Service Benefit Amount so determined in accordance with Section 3.3 (b)(ii), shall be increased for all Credited Service accrued in the Predecessor Plans by their respective active Participants before July 1, 2000, and Normal, Early or Disability Retirees (but not Vested Deferred Retirees) and their surviving Spouses who were in pay status on the Effective Date of this Plan (July 1, 2000), by the following amounts:

JULY 1, 2000, PAST SERVICE BENEFIT AMOUNT INCREASE			
	Local 313	Local 335	Local 388
Active Participants Eligible on July 1, 2000	N/A	19.5%	10.5%

Normal, Early and Disability Retirees in Pay Status on July 1, 2000	N/A	10%	10%
---	-----	-----	-----

- (iv) **Uncredited Contributions.** From time to time, the trustees, or the sponsors, have earmarked some contribution increases toward purposes other than Accrued Benefits, such as lowering the early retirement age. Some of the following pension fund contribution increases were earmarked for such purposes and shall not be taken into account in determining the amount of the Participants' Accrued Benefit:

Date	Contribution Rate	Amount Credited Towards Accrued Benefit	Explanation
Contributions as of June 1, 2000	\$4.80	\$4.80	Entire amount credited
Contributions as of June 1, 2001	\$5.05	\$5.05	25¢ increase credited
Contributions as of June 1, 2002	\$5.40	\$5.05	35¢ increase applied to lower early retirement age
Contributions as of June 1, 2003	\$5.55	\$5.20	15¢ increase credited
Contributions as of June 1, 2004	\$5.90	\$5.55	35¢ increase credited
Contributions as of June 1, 2005	\$6.10	\$5.55	20¢ increase to be applied towards unfunded benefit liabilities, on a year-to-year basis.
Contributions as of June 1, 2007	\$6.50	\$5.75	40¢ increase, of which 20¢ is credited towards benefits and the remaining 20¢ to be applied towards unfunded benefit liabilities, on a year-to-year basis.
Contributions as of June 1, 2008	\$7.25	\$5.75	75¢ increase of which 75¢ is applied towards unfunded benefit liabilities, on a year to-

			year basis.
Contributions as of July 1, 2008	\$7.25	\$5.00	Benefit accrual rates are reduced by 75¢ so that a total of \$2.25 is applied toward unfunded benefit liabilities, on a year-to-year basis.
Contributions as of June 1, 2009	\$8.25	\$5.00	\$1.00 increase, all of which is applied toward unfunded benefit liabilities, on a year-to-year basis, i.e., \$3.25 uncredited.
Contributions as of July 1, 2010	\$8.75	\$5.00	\$0.50 increase, all of which is applied toward unfunded benefit liabilities, on a year-to-year basis, i.e., \$3.75 uncredited.
Contributions as of June 1, 2011	\$8.95	\$5.00	\$0.20 increase, all of which is applied toward unfunded benefit liabilities, on a year-to-year basis, i.e., \$3.95 uncredited.
Contributions as of June 1, 2012	\$9.70	\$5.00	\$0.75 increase, all of which is applied toward unfunded benefit liabilities, on a year-to-year basis, i.e., \$4.70 uncredited.
Contributions as of June 1, 2013	\$9.75	\$5.00	\$.05 increase, all of which is uncredited, applied pursuant to the Fund's Initial Rehabilitation Plan, on a year-to-year basis, i.e., \$4.75 uncredited.
Contributions as of June 1, 2014	\$9.95	\$5.00	\$.20 increase, all of which is uncredited, applied toward unfunded benefit liabilities on a year-to-year basis, i.e. \$4.95 uncredited.
Contributions as of June 1,	\$10.20	\$5.00	\$.25 increase, all of

2015			which is uncredited, applied toward unfunded benefit liabilities on a year-to-year basis, i.e. \$5.20 uncredited.
Contributions as of June 1, 2019	\$10.85	\$5.00	\$0.65 increase, all of which is uncredited, applied toward the reduction of unreduced Early Retirement age from 62 to 60 years of age.
Contributions as of June 1, 2020	\$11.50	\$5.00	\$0.65 increase, all of which is uncredited, applied toward the reduction of unreduced Early Retirement age from 62 to 60 years of age.
<p>The above rates are based on Journeyman Participants. Any Participants who receive a lower contribution rate than Journeyman Participants, shall have the amount of their credited contribution determined on a pro rata basis, using the ratio that is equal to the amount credited to Journeyman Participants, as a percentage of their contribution rate.</p>			

- (c) **Minimum Benefit.** Notwithstanding the benefit calculation set forth herein, in no event shall the monthly benefit payable on or after the Effective Date, to an eligible Retiree who retired from any Predecessor Plan prior to January 1, 1989, or that of his or her Surviving Spouse, be less than \$500.00 per month.

**Section 3.4 Early Retirement Benefits.**

- (a) **Eligibility.** Any Participant who has:
  - (i) accrued 10 or more Years of Vesting Service under this and/or a Predecessor Plan and is between the ages of 55 and 59;
  - (ii) reached his Early Retirement Age of 55, but not his Normal Retirement Age;
  - (iii) not suffered a Break in Service under the Plan from which he has not earned reinstatement prior to his application for benefits; and
  - (iv) has completely withdrawn from Covered Employment;

shall be eligible to receive his early retirement pension on the first day of the month coincident with or following the date of his withdrawal from Covered Employment and the receipt of his application for benefits.

- (b) **Amount.** The amount of the monthly early retirement benefit shall be determined by dividing the Participant's normal retirement benefit into parts based on period of accrual and a distinct reduction factor applied to each. The final early retirement benefit amount shall be equal to the sum of the various parts as reduce by this subsection.

**EARLY RETIREMENT BENEFITS COMMENCING BEFORE JULY 1, 2021\***

Accrual Period	Reduction Factor	Explanation
(A) Before July 1, 2000	For Locals 313 & 335, .7% per month for the first 48 months that the Participant's age is under 62 and .5% per month thereafter.  For Local 388, .7% per month for the first 48 months that the Participant's age is under 60, and .5% thereafter.	The Normal Retirement Age (NRA) was 62 during this period except for Participants who worked in Local 388 who have a NRA of 60.
(B) July 1, 2000 through June 30, 2008	.7% per month for the first 48 months that the Participant's age is under 61, then at .5% per month thereafter.	The Normal Retirement Age was age 61 during this period.
(C) July 1, 2008 through June 30, 2018	.7% per month for the first 48 months that the Participant's age is under 62, and .5% per month thereafter.	The Normal Retirement Age was raised to age 62 effective July 1, 2008
(D) July 1, 2018 through present	.7% per month for the first 48 months that the Participant's age is under 62, and .5% per month thereafter.	The Normal Retirement Age was raised to age 65 on July 1, 2018

**EARLY RETIREMENT BENEFITS COMMENCING ON OR AFTER JULY 1, 2021**

Accrual Period	Reduction Factor	Explanation
(A) Before July 1, 2000 through present	For all Locals, .7% per month for the first 48 months that the Participant's age is under 60 and .5% per month thereafter.	The unreduced Early Retirement age was lowered to age 60 for active participants commencing benefits on or after July 1, 2021.



--	--	--

**\*GRANDFATHERED PARTICIPANTS**

Grandfathered Participants are those participants who turned age sixty (60) on or before June 1, 2019, who were Active Participants at date of retirement and who retired between June 1, 2019 and June 30, 2021. These participants will have the retirement benefits calculated using the early retirement reductions in place at the time of retirement. On July 1, 2021 their monthly benefits will be increased to the monthly benefit the participant would have received at date of retirement if the retirement reductions for post July 1, 2021 commencements were used. The increased monthly benefit commences July 1, 2021 and is not retroactive to the participant's date of retirement.

The Early Retirement benefit shall begin on the first day of the month following the Participant's satisfaction of the eligibility requirements of this Section. Early Retirement reduction factors shall apply from the first day of the month in which the Participant retires to the first day of the month in which the Participant will accrue the applicable age.

**Section 3.5 Vested Deferred Benefits.**

- (a) **Eligibility.** A Former Participant who has accrued five or more Years of Vesting Service under this Plan, or was fully or partially vested under a Predecessor Plan (a "Vested Former Participant"), and who incurred a Break in Service under this Plan prior to attaining Normal Retirement Age, shall be eligible to receive a vested deferred pension benefit as hereinafter provided. Former Participants who incurred a Break in Service under a Predecessor Plan, prior to the Effective Date, shall be required to satisfy the Years of Service and other eligibility requirements then in effect under said Predecessor Plan at the time of their Break in Service. The foregoing five Years of Vesting Service eligibility requirement shall not apply to Participants age 60 or older.
  
- (b) **Amount.** The amount of the monthly vested deferred pension benefit payable to a Former Participant who is eligible therefor shall be determined as follows:
  - (i) **Early Retirement.** The amount of the early monthly vested deferred pension benefit payable to a Former Participant who has attained age 55, but not the Normal Retirement Age, and has accrued ten or more Years of Vesting Service under this or a Predecessor Plan, shall be calculated using rates and eligibility criteria that were in effect at the time of the Former Participant's Break(s) in Service under this or a Predecessor Plan. The final Early Retirement Benefit Amount shall be equal to the sum of the various parts as reduced by this subsection.

Accrual Period	Reduction Factor	Explanation
(B) Before July 1, 2000	For Locals 313 & 335,	The Normal Retirement

	.7% per month for the first 48 months that the Participant's age is under 62 and .5% per month thereafter.  For Local 388, .7% per month for the first 48 months that the Participant's age is under 60, and .5% thereafter.	Age (NRA) was 62 during this period except for Participants who worked in Local 388 who have a NRA of 60.
(B) July 1, 2000 through June 30, 2008	.7% per month for the first 48 months that the Participant's age is under 61, then at .5% per month thereafter.	The Normal Retirement Age was age 61 during this period.
(C) July 1, 2008 through June 30, 2018	.7% per month for the first 48 months that the Participant's age is under 62, and .5% per month thereafter.	The Normal Retirement Age was raised to age 62 effective July 1, 2008
(D) July 1, 2018 through present	.7% per month for the first 48 months that the Participant's age is under 65, and .5% per month thereafter.	The Normal Retirement Age was raised to age 65 on July 1, 2018

- (ii) **Normal Retirement.** The amount of the monthly vested deferred pension benefit payable to a Former Participant who is eligible for normal retirement shall be his Accrued Benefit as of the Date(s) of Determination, calculated in the same manner as the Normal Retirement benefits described in Section 3.3 hereof, but based on the benefit rates and eligibility criteria in effect at the time of the Break(s) in Service under this or a Predecessor Plan.

### **Section 3.6 Disability Benefits.**

- (a) **Eligibility.** A Participant who has not suffered a Break in Service from which he has not earned reinstatement and who has accrued 10 or more Years of Vesting Service under this and/or a Predecessor Plan, and has accrued at least one Hour of Service under this Plan, shall be eligible for a disability benefit hereunder if he becomes permanently and totally disabled as herein defined. A Participant shall be presumed to be totally and permanently disabled when, in the opinion of a medical examiner appointed by the Trustees, he is found to be wholly and permanently prevented from performing his usual and customary employment with the Employer for the remainder of his life (except for purposes of

rehabilitation as may be determined by the Trustees) as a result of bodily injury or disease, occupational or nonoccupational in cause. For purposes of the foregoing, a determination of disability by the Social Security Administration shall be deemed *prima facie* evidence of disability hereunder. No Participant will be considered to be permanently and totally disabled where the cause of the disabling illness or injury was avoidable, or resulted from self-inflicted injury, any criminal activity on the part of the Participant or a willful effort on the part of such Participant to bring about the injury or illness to himself. A Participant who is otherwise eligible for disability benefits hereunder, shall be deemed to have retired on his Disability Retirement Date, which shall be the first day of the month following the later of:

- (i) the date of disability as determined by the Social Security Administration, or
- (ii) the date of his application for disability benefits hereunder. The Trustees may give such application retroactive effect, for good cause.

A disabled Participant may be requested to periodically submit to re-examination by a competent physician, when deemed appropriate by the Trustees. If, on the basis of any such examination, it is found that a disabled Participant is no longer totally and permanently disabled, or if he engages in regular gainful employment (except for purposes of rehabilitation as determined by the Trustees), his disability retirement benefit shall immediately cease. If a disabled Participant refuses to submit to a medical examination, his disability retirement benefit shall be suspended until he submits to examination.

The Board of Trustees may elect to waive the requirement for a medical examination and conduct a file review in the event the Plan Administrator is provided with satisfactory evidence that the Participant has been diagnosed with a terminal illness or life-threatening condition.

- (b) **Amount.** For Participants who apply on or after January 1, 2019, the amount of the monthly disability benefit shall be equal to the Participant's Accrued Benefit calculated as if the disabled Participant reached age 55 on his/her Disability Retirement Date and immediately elected to receive an Early Retirement as of such date in the form of a single life annuity. The Disability Retirement Benefit shall otherwise be calculated in the same manner as an Early Retirement Benefit described in Section 3.4, determined as of his Disability Retirement Date.
- (c) **Duration of Disability Retirement Benefits.** Disability Retirement Benefits are payable beginning on a Participant's Disability Retirement Date, and ending with the last monthly disability payment due immediately preceding the earliest of:
  - (i) the date the Participant is deemed to be no longer totally and permanently disabled;

- (ii) the date the Participant refused to submit to a medical examination, or refused to furnish due proof of continued disability;
- (iii) the date of the participant's death;
- (iv) the date of the termination of the Plan; or
- (v) the Participant's Disability Conversion Age as defined under Section 3.6(h).
- (vi) a Participant eligible for Early Retirement Benefits may elect to terminate disability payments and receive benefits in accordance with Section 3.4.

If Disability Retirement payments are made through the first day of the month preceding the Participant's Normal Retirement Date, payment of his Normal Retirement Benefit shall begin as of his Normal Retirement Date, payable in accordance with Section 3.3 hereof.

- (d) Disability Retirement Benefits hereunder shall convert to the Participant's Retirement Benefit not later than the Disability Conversion Age which was applicable during the period the Participant first became disabled. For purposes of converting from a Disability Retirement Benefit to a Retirement Benefit, the Participant will be considered an Active Participant (for purposes of early retirement reductions) at conversion date.
- (e) **Qualified Survivor Annuity.** If a Participant receiving (or entitled to receive) Disability Retirement Benefits dies before his Disability Conversion Age, the Participant's surviving Spouse, if any, will be entitled to the qualified preretirement death benefits described in Section 3.7 hereof.
- (f) **Return to Service.** If a Participant is determined to no longer be totally and permanently disabled before his Disability Conversion Age and returns to the service of an Employer within one month of such determination, he will immediately be reinstated in the Plan, and the Years of Credited Service and the Years of Vesting Service which he had accumulated prior to his Disability Retirement Date will be credited to him, provided, however, that the number of years and fractions thereof during which he received Disability Retirement Benefits shall not be counted in determining his Years of Credited Service or Vesting Service for any purposes under this Plan.
- (g) **Separation from Service.** If the Participant is determined to no longer be totally and permanently disabled before his Disability Conversion Age, and he does not return to the service of an Employer within one month of such determination, then he shall be deemed to have separated from the service of the Employer as of the date he became totally and permanently

disabled. His rights and benefits upon such separation shall be determined pursuant to Articles II and III.

- (h) **Conversion.** If Disability Retirement Benefits are payable through the first day of the month preceding the participant's Disability Conversion Age, payment of his normal retirement benefits shall begin as of his Disability Conversion Age. The Normal Retirement Benefit shall be payable in accordance with Section 3.3 hereof. In case of the death of the disabled Participant, prior to Disability Conversion Age, Disability Retirement Benefits shall convert to Preretirement Survivor Benefits, payable in accordance with Section 3.7. Any lump sum benefits due pursuant to Section 3.7, shall be offset dollar-for-dollar for all Disability Retirement Benefits paid prior to death.

Disability Conversion Age is defined as:

- 1) For Participants who became disabled prior to July 1, 2018, the Normal Retirement Age which was applicable during the period the Participant first became disabled, or
- 2) For Participants who became disabled on/after July 1, 2018 and prior to July 1, 2021, age 62, or
- 3) For Participants who became disabled on/after July 1, 2021 or Participants who became disabled on/after July 1, 2018 and who had not attained age 62 as of July 1, 2021, age 60, or else July 1, 2021 (if later).

- (i) **Coordination with Workers' Compensation Benefits.** Disability retirement benefits received under this Plan shall not be coordinated pursuant to Michigan Compiled Laws Annotated (MCLA) Section 418.358, if that provision is found to be applicable to this Plan, with any benefits, derived from any employer-sponsored workers' disability compensation plan, to which the totally and permanently disabled Participant may be or may become entitled, inasmuch as this benefit is funded by contributions allocated from the Participant's contractual wage increases.

### **Section 3.7 Surviving Spouse and Death Benefits.**

- (a) **Postretirement Survivor Benefits.** If a Retiree dies after the receipt of any retirement benefits hereunder, his Beneficiary shall be entitled to any remainder of the benefit elected by the Retiree, pursuant to Article IV.
- (b) **Preretirement Survivor Benefits.**
- (i) **Prior to Eligibility for Early Retirement Benefits.** If a vested Participant or vested Former Participant dies prior to attaining his earliest retirement age hereunder and he is survived by a Spouse, such Spouse shall be entitled to preretirement survivor benefits equal to the benefit payable to such deceased Participant or vested Former Participant, if he had:

- (1) Terminated participation on the date of death; and
  - (2) Survived to the earliest retirement age; and
  - (3) Retired with a joint and survivor annuity at the earliest retirement age; and
  - (4) Died on the day after the earliest retirement age.
- (ii) **After Eligibility for Early Retirement Benefits.** If a Participant dies after attaining eligibility for any retirement benefits hereunder but prior to commencement of such benefits and he is survived by a Spouse, such Spouse shall be entitled a preretirement survivor annuity, equal to the deceased Participant's benefit had he retired on the first day of the month immediately preceding his date of death and the benefit was being paid as a joint and survivor annuity, payable on the first day of the month coincidental with or following the date such Participant would have reached his Normal Retirement Age.
- (c) **Commencement of Benefits.** The surviving Spouse may elect to receive either an actuarially adjusted retirement benefit, payable as of the first day of the month following the later of the date of the Participant's death or the Participant's earliest retirement date, or an unreduced retirement benefit on the first day of the month coincident with or following the date the Participant would have reached Normal Retirement Age.
- (d) **Benefits of Surviving Spouses and Beneficiaries.**
- (i) Married Vested Participant. The Spouse of a married vested Participant who dies prior to retirement will receive 50% of the vested Participant's joint and 50% survivor benefit, payable at the vested Participant's earliest retirement date.
  - (ii) Unmarried Vested Participant. The Beneficiary of an unmarried vested Participant who dies prior to retirement will receive 100% of contributions received on the Participant's behalf. The foregoing notwithstanding, no lump sum benefits (unless "de minimis") will be payable if the Plan is certified as being in "critical/red zone status" under the Pension Protection Act of 2006 at the time of the proposed payment date.
- (e) **Timing of Death Benefits.** Notwithstanding the foregoing, distributions by reason of a Participant's death after (CBA expiration date or January 1, 2022, whichever is earlier), shall be made no later than the end of the tenth (10<sup>th</sup>) calendar year following the year of the Participant's death. The 10-year

distribution requirement shall not apply if the Designated Beneficiary is, as of the date of death, a surviving spouse, disabled, or chronically ill, or is an individual who is not more than 10 years younger than the Participant, or is a child of the Participant who has not reached the age of majority.

**Section 3.8 Late Retirement Date.** A Participant may elect retirement after his Normal Retirement Age. To the extent the Participant retires after his Normal Retirement Age, his Accrued Benefit may be adjusted to account for the Late Retirement Date. The Participant's Accrued Benefit at his Late Retirement Date is the greater of either (1) the Accrued Benefit at his Normal Retirement Date actuarially adjusted for each month the participant's benefit is not suspended, or (2) the Accrued Benefit at his Late Retirement Date. This determination is done for each accrual period.

**Section 3.9 Eligibility for Other Benefits.** In addition to the benefits described in this Article III, the Trustees may by resolution or otherwise, provide such additional temporary or permanent benefits from time to time as they deem necessary or appropriate.

## **ARTICLE IV**

### **FORM OF RETIREMENT BENEFITS**

#### **Section 4.1 Normal Form of Payment.**

- (a) **Married Individuals.** If on the date the Participant's Early or Normal Retirement Benefit payments commence, he is married to a Spouse, such benefit payments shall be paid in the form of a qualified joint and survivor annuity with a ten-year certain provision. The Participant's monthly benefit amount shall be actuarially adjusted to take into account the 50% joint and survivor benefit paid to the Spouse but shall not be actuarially adjusted for the ten-year certain guarantee option. The Participant may also elect to receive his pension benefits in one of the optional forms of payments provided in Section 4.2 pursuant to a Qualified Waiver described in Section 4.3. The qualified joint and survivor annuity benefit shall commence on the first day of the month coincidental with the later of the Participant's withdrawal from Covered Employment or his application for benefits and continue to and include the payment made as of the first day of the month in which the death of the Participant occurs. Thereafter 50% of the Participant's actuarially adjusted monthly benefit shall be payable to the Surviving Spouse (if any) on the first day of each succeeding month, to include the payment made as of the first day of the month in which the death of the Surviving Spouse occurs. If the Participant and Spouse die before 120 payments have been made, the balance of said monthly payments shall be made to the Participant's Beneficiary. If the Beneficiary does not live to receive the remaining guaranteed payments, the Actuarial Equivalent of the balance of such payments shall be paid in lump sum to a person designated by the Beneficiary, or the Beneficiary's estate.

- (b) **Single Individuals.** If a Participant does not have a Spouse on the date his benefit payments commence, he shall have the choice of receiving a single life annuity or one of the optional forms of benefits described in Section 4.2. The single life annuity benefit payments shall commence on the first day of the month coincidental with or following the later of the Participant's withdrawal from Covered Employment or his application for benefits and continue to and include the payment made as of the first day of the month in which the death of such Participant occurs.

**Section 4.2. Optional Forms of Payment.** If a Participant has properly waived the normal form of benefits provided in Section 4.1 hereof, he shall have the option of electing one of the following forms of benefit payments (these Optional Forms of Payment may be subject to actuarial reductions in value, as same may be amended or modified from time to time):

- (a) **Life Ten-Year Certain.** If a Participant is single, or if a married Participant executed a Qualified Waiver with spousal consent, he may elect to receive the ten-year certain life annuity benefit, payable monthly. Such benefit will be actuarially adjusted to be equivalent to the single life annuity. Payments will be made for the Participant's lifetime, but if the Participant dies before 120 months of benefits have been made, the balance of said monthly payments shall be made to his Beneficiary. If the Beneficiary does not live to receive the remaining guaranteed payments, the Actuarial Equivalent of the balance of such payments shall be paid in lump sum to a person designated by the Beneficiary or the Beneficiary's estate. The foregoing notwithstanding, no lump sum benefits (unless de minimis) will be payable until the Plan exits "critical/red zone status" under the Pension Protection Act of 2006.
- (b) **Alternative Survivor Annuity.** A 66⅔%, 75% or 100% joint and survivor annuity can be elected, without the ten-year certain feature, providing the Participant with an actuarially-adjusted monthly benefit and his Beneficiary with an annuity for life, equal to either 66⅔%, 75% or 100% of the Participant's adjusted benefit amount, depending on the type of annuity chosen by the Participant. The payment of the benefits to the surviving Beneficiary shall commence on the first day of the month following the month in which the Retiree dies and shall continue until the first day of the month in which the surviving Beneficiary's death occurs. If the named Beneficiary dies prior to the Participant, then the benefits will automatically become payable in the form of a single-life annuity, without the actuarial adjustment required for a survivor annuity. If the Participant dies prior to receiving his benefits hereunder, the named Beneficiary shall receive the monthly benefits as if the deceased Participant retired on the day preceding his death. The amount of the survivor annuity shall then be equal to the Beneficiary's remainder (depending on the type of annuity chosen) of the Actuarial Equivalent of the deceased Participant's Accrued Benefit. If either the Participant or his Beneficiary dies prior to the benefit commencement date, this option shall be inoperative.
- (c) **Life Five-Year Certain.** If a Participant is single, or a married Participant executed a Qualified Waiver with spousal consent, he may elect to receive the five-year certain life annuity benefit, payable monthly. Such



benefit will be actuarially adjusted to be equivalent to the single life annuity. Payments will be made for the Participant's lifetime, but if the Participant dies before 60 months of benefits have been made, the balance of said monthly payments shall be made to his Beneficiary. If the Beneficiary does not live to receive the remaining guaranteed payments, the Actuarial Equivalent of the balance of such payments shall be paid in lump sum to a person designated by the Beneficiary or the Beneficiary's estate. The foregoing notwithstanding, no lump sum benefits (unless de minimis) will be payable until the Plan exits "critical/red zone status" under the Pension Protection Act of 2006.

- (d) **Life-Twenty Year Certain.** If a Participant is single, or a married Participant executed a Qualified Waiver with spousal consent, he may elect to receive the 20-year certain life annuity benefit, payable monthly. Such benefit will be actuarially adjusted to be equivalent to the single life annuity. Payments will be made for the Participant's lifetime, but if the Participant dies before 240 months of benefits have been made, the balance of said monthly payments shall be made to his Beneficiary. If the Beneficiary does not live to receive the remaining guaranteed payments, the Actuarial Equivalent of the balance of such payments shall be paid in lump sum to a person designated by the Beneficiary or the Beneficiary's estate. The foregoing notwithstanding, no lump sum benefits (unless de minimis) will be payable until the Plan exits "critical/red zone status" under the Pension Protection Act of 2006.
- (e) **Prior Plans.** To the extent not modified by Section 3.4, a Participant has the option to select any payment method that was available under a Predecessor Plan, prior to the Effective Date of this Plan, with respect to that part of the benefit amount accrued under the Predecessor Plan.
- (f) **Timing of Benefits to Surviving Beneficiary.** Distributions to a surviving beneficiary occurring after the earlier of the CBA expiration date or January 1, 2022, shall be made no later than the end of the 10<sup>th</sup> calendar year following the year of the Participant's death. The 10-year distribution requirement shall not apply if the Designated Beneficiary is, as of the date of death, a surviving Spouse, disabled, or chronically ill, or is an individual who is not more than 10 years younger than the Participant, or is a child of the Participant who has not reached the age of majority.

**Section 4.3 Qualified Waiver.** A Qualified Election to waive a joint and preretirement survivor annuity must be in writing and must be consented to by the individual's Spouse. The written explanation of the Plan's joint and survivor annuity will provide a description of the relative value of the Plan's optional forms of benefit compared to the joint and survivor annuity, consistent with Treas. Reg. § 1.417(a)(3)-(c). The Spouse's consent to a waiver must be witnessed by a Plan representative or notary public, must either designate a beneficiary which may not be changed without Spousal consent or permit the participant to so designate without further Spousal consent, must state the particular optional form of benefit, and must acknowledge the effect of such election. Notwithstanding this consent requirement, if the individual establishes to the satisfaction of a Plan representative that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a qualified election. Any consent necessary under this provision will be valid only with respect to the

Spouse who signs the consent, or in the event of a deemed qualified election, the designated Spouse. Additionally, a revocation of a prior waiver may be made by the individual without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited during the 180-day period ending on the annuity starting date.

**Section 4.4 Notice and Election.**

- (a) **Joint and Survivor Annuity.** Within a reasonable time, but no less than 30 and no more than 180 days prior to the joint and survivor annuity starting date, the Fund shall provide each person eligible therefor with a written explanation of:
  - (i) The terms and conditions of the joint and survivor annuity;
  - (ii) the individual's right to make and the effect of the election to waive the joint and survivor annuity;
  - (iii) the rights of the individual's Spouse; and
  - (iv) the right to make and the effect of a revocation of an election.
  
- (b) **Preretirement Survivor Annuity.** In the case of a qualified preretirement survivor annuity, the Fund shall provide each Participant no later than the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending with the period ending on the close of the Plan Year preceding the Plan Year in which the Participant attains age 35, or the close of the second Plan Year following the Participant's Entry Date, whichever is later, a written explanation of the preretirement survivor annuity which meets the requirements for joint and survivor annuities, set forth in subsection (a). A participant may elect to waive the qualified preretirement survivor annuity during the period beginning on the first day of the Plan Year in which the Participant attains the age of 35 and ending on the date of the Participant's death. Waivers of preretirement survivor annuity shall comply with the Qualified Waiver of joint and survivor annuity requirements set forth in Section 4.3.

**Section 4.5 Maximum Benefit.** The annual benefit under all defined benefit plans maintained by the Participant's Employer before any reduction for the Spouse's benefit or any other option hereunder shall not exceed the limitations of IRC Section 415 and 416, and regulations thereunder. If an Employee's benefit commences prior to age 65, the maximum benefit determined above shall be actuarially reduced. The limitations in effect at the time of an Employee's commencement of benefit payments shall be applied. For the purpose of this Section, "annual benefit" shall mean the benefit payable in the form of a straight life annuity with no ancillary benefits and shall exclude any benefits not directly related to retirement. Limitations on benefits of Participants employed by a tax-exempt entity, will be determined in accordance with applicable provisions of the IRC, as amended from time to time, and are incorporated herein by reference. Compensation shall mean wages, within the meaning of §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under §§6041(d), 6051(a)(3), and 6052. Compensation must be determined

without regard to any rules under §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in §3401(a)(2)). For purposes of the limitations of this Section, "compensation" shall mean all compensation of the Participant from the Employer for the Limitation Year. The annual compensation of each participant taken into account in determining allocations for any plan year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. "Annual compensation" means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. For purposes of this Section the definition of compensation includes (for limitation years beginning after December 31, 1997) any elective deferral under IRC Sections 402(g)(3), 125, 457(b) and effective for plan years beginning on and after the earlier of 1) January 1, 2001 or 2) the first day of the first plan year for which these Sections of the plan were operated in accordance with the Community Renewal Tax Relief Act of 2000 (CRA) amendment of IRC 415(c)(3) but in no case earlier than the first day of the first plan year beginning on or after January 1, 1998, compensation shall include elective amounts that are not includible in the gross income of the employee by reason of IRC 132(f)(4).

After December 31, 2005, for purposes of determining whether the limitations of § 415(b) have been exceeded with respect to benefits subject to § 417(e)(3), mortality and interest rates specified in § 415(b)(2)(E) will be used.

**Section 4.6 Commencement of Retirement Benefits.** Retirement benefit payments shall commence not later than the 60th day after the later of the close of the Plan Year in which:

- (a) **Payment.**
  - (i) the Participant attains Normal Retirement Age;
  - (ii) the Participant ceased to work in Covered Employment;
  - (iii) the fifth anniversary of participation; or
  - (iv) the date specified by the Participant in an election made pursuant to this Section.

A Participant may elect a benefit commencement date later than the dates set forth herein by completing an election form therefor. His benefit will then be actuarially adjusted for the late retirement. The foregoing notwithstanding, benefits must commence no later than the first day of April of the year following the year in which the Participant attains the age of 72. All benefit distributions hereunder shall be made in accordance with IRC Section 401(a)(9) and Reg. 1.401(a)(9)-(2), including the incidental death benefit provisions of 1.401(a)(9)(G), which are incorporated herein by reference. The foregoing provisions, together with any additional requirements prescribed by the IRS commissioner thereunder, shall provide any distribution options in this Plan which are inconsistent therewith.

- (b) **Limitations.** If the Participant dies before distribution of his/her interest begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent that an election is made to receive distributions in accordance with (i) or (ii) below:
- (i) If any portion of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the designated Beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Participant dies;
  - (ii) If the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin in accordance with (i) above shall not be earlier than the later of (a) December 31 of the calendar year immediately following the calendar year in which the Participant died; or (b) December 31 of the calendar year in which the Participant would have attained age 72.

If the Participant has not made an election pursuant to this Section by the time of his/her death, the Participant's designated Beneficiary must elect the method of distribution no later than the earlier of December 31 of the calendar year in which distributions would be required to begin under this Section; or December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**Section 4.7 Benefits Payable to Incompetents or in Case of Death.** Any Retiree receiving pension benefits shall conclusively be presumed to have been competent until the date on which the Trustees shall have received written notice in a form and manner acceptable to them that such Retiree or Participant is an incompetent for whom a guardian or other person legally vested with his care shall have been appointed, whereupon any future benefits to which such Retiree is entitled shall be paid to such guardian or other person legally vested with his care. Any pension payments accrued to a Retiree at the date of death, or any sums payable in the event of the death of the Retiree, shall be paid to the Beneficiary. Any payment made pursuant to the provision of this Section shall be a complete discharge of any liability of the Pension Fund to such Retiree and shall be a complete settlement of any claim, right or interest in and to such pension benefits.

**Section 4.8 Suspension of Benefits.** Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to Retirees who would be eligible to receive such retirement benefits shall be suspended in accordance with the provisions of this Section if the Retiree returns to or continues in employment of the type and for the periods of time set forth herein.

- (a) **Return to Employment.** No monthly retirement benefit shall be paid to any Retiree during any calendar month during which such individual completes 40 or more Hours of Service in:
- (i) an industry in which Participants covered by this Plan were employed and were covered by this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment;
  - (ii) a trade or craft in which the Retiree was employed at any time under the Plan; and
  - (iii) the geographical area covered by the Plan at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment. The terms "industry," "trade or craft," and "geographical area covered by the Plan" shall have meanings prescribed by IRC Section 411(a)(3)(B) and Regulations issued by the Department of Labor.
- (b) **Amount.** The amount of normal retirement benefit which will be permanently withheld for the calendar month in which the Retiree or Participant is employed as defined in subsection (a) above shall be the lesser of (1) an amount equal to the monthly benefit which would have been payable to him if he had been receiving monthly benefit under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his reemployment or continued employment based upon a single life annuity commencing at the actual retirement age or (2) the actual amount paid or scheduled to be paid to him for such benefit. In case of benefits paid by lump sum, rather than in monthly installments, the Fund reserves the right to recover pro-rata actuarial equivalent of such lump sum benefit, as it applies to each month for which benefits are suspendible hereunder.
- (c) **Resumption of Payments.** At such time as the Retiree or Participant is no longer employed as defined in subsection (a), above, and has notified the Trustees of that fact in accordance with subsection (f), below, the payment of monthly retirement benefits shall be commenced on the next regularly scheduled date for the payment of such benefits. The initial payment upon resumption shall include the payment scheduled to occur in that calendar month and any amounts withheld from the time such reemployment or employment was terminated until the resumption of payments, less any amounts which are subject to offset in accordance with subsection (d), below. The Retiree will be credited with all Employer contributions accrued by him during the suspension period.
- (d) **Offset Rules.** If payment of monthly retirement benefits have been resumed in accordance with subsection (c), above, the Trustees shall withhold an amount up to 100% of the total normal retirement benefit payment payable in the month payment of benefits is resumed, and not

more than 25% of the amount due in each subsequent calendar month, until the Pension Fund has been repaid all payments previously made to the Retiree or Participant during those calendar months during which the Retiree or Participant was employed as defined in subsection (a), above. The above offset rules shall apply to any lump sum benefits in accordance with Subsection (b) hereof.

- (e) **Notification.** The Trustees shall cause a written notice to be served on the Retiree or Participant by personal delivery or certified mail during the first calendar month in which the Trustees withhold his monthly retirement benefit. The notice shall include a complete copy of this Section and a copy of a form to be used by the Retiree or Participant to notify the Trustees when he has discontinued such employment or reemployment. Such notice shall contain all information required by the Department of Labor Regulations Paragraph 2530.203-3(b)(4).
- (f) **Verification and Determination of Status.**
  - (i) Every Retiree or Participant and every Participant who would be eligible to receive early retirement benefits but for his reemployment or continued employment who engages in employment as described in Subparagraph (a) above shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.
  - (ii) It shall be a condition to the right of the Retiree or Participant to receive future monthly retirement benefit payments that the Retiree or Participant shall, at such time as may be requested by the Trustees, certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in Subparagraph (b), above. The Trustees shall provide the Retiree or Participant with the necessary forms for such certification.
  - (iii) The Trustees shall, within 60 days after receipt of a written request together with sufficient information from any Retiree or Participant, provide the Retiree or Participant with a written determination as to whether or not any contemplated employment or reemployment by the Retiree or Participant will result in a suspension of monthly retirement benefits. The Trustees shall have discretionary authority to suspend the provision of this Section where manpower shortages would not affect the accrual of benefits by active Participants.
  - (iv) All determinations by the Trustees relating to the suspension of benefits or the determination of benefits of the character of any contemplated employment or

reemployment shall be considered in accordance with the claims procedure adopted by the Trustees pursuant to Section 503 of ERISA and applicable regulations.

(g) **Presumptions.**

- (i) If the Trustees have given written notice to the Retiree or Participant of the suspension of benefits and the Retiree or Participant has not complied with the verification requirements contained in subsection (f), above, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption that the Retiree or Participant has worked more than 40 hours.
- (ii) If the Trustees become aware that a Pensioner or Participant is reemployed as defined in subsection (a), above, at a construction site and the Pensioner or Participant has not complied with the verification requirements set forth in subsection (f) with regard to that employment, then the Trustees may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttal presumption that the Pensioner or Participant engaged in such employment for the same Employer in work at that site for so long before the work in question as that same Employer performed that work at that construction site.
- (iii) The verification requirements set forth in subsection (f) and the nature and the effect of these presumptions shall be set forth in the Summary Plan Description and in any communication to Participants and Retirees which relate to such verification requirements and shall be furnished to all Retirees at least once every 12 calendar months.

- (h) **Waiver.** The Trustees, in their sole discretion, may waive the application of this suspension-of-benefits rule when there is sufficient employment in the industry so as to not adversely affect the funding base of the Plan and where the Retiree provides the Trustees with prior written notice of his intention to return to Covered Employment. Although such waivers shall be granted in a nondiscriminatory manner, no individual waiver shall be construed as applicable to all Retirees in the same or similar circumstances. Each Retiree's request for a waiver shall be independently evaluated by the Trustees.

**Section 4.9 Minimum Amounts to be Distributed.** The amount to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or joint and last survivor expectancy of the Participant and designated beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Section 1.72-9 of the Income Tax Regulations. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually; however, the life expectancy of a non-Spouse

beneficiary may not be recalculated. If the Participant's Spouse is not the designated beneficiary, the method of distribution selection must assure that at least 50% of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

(a) **Minimum Distribution Requirements After December 31, 2002.**

(i) **General.**

- (1) **Effective Date.** The provisions of Sections 4.9(a) through 4.9(f)(iv) will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) **Precedence.** The requirement of Sections 4.9(a) through 4.9(f)(iv) will take precedence over any inconsistent provisions of the Plan.
- (3) **Requirements of Treasury Regulations Incorporated.** All distributions required under Sections 4.9(a) through 4.9(f)(iv) will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.
- (4) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of Sections 4.9(a) through 4.9(f)(iv), other than Section 4.9(a)(i)(3), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to Section 242(b)(2) of TEFRA.

(b) **Time and Manner of Distribution After December 31, 2002.**

- (i) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. In no event will a Participant's interest be distributed later than the date he attains age 72.
- (ii) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (1) If the Participant's surviving Spouse is the Participant's sole designated beneficiary,



then, except as otherwise provided, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.

- (2) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, then, except as otherwise provided, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving Spouse is the Participant's sole designated beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 4.9(b)(ii), other than Section 4.9(b)(ii)(A), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 4.9(b)(ii) and Section 4.9(e), distributions are considered to begin on the Participant's required beginning date (or, if Section 4.9(b)(ii)(3) applies, the date distributions are required to begin to the surviving spouse under Section 4.9(b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving Spouse under Section 4.9(b)(ii)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (iii) **Form of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.9(c), 4.9(d) and 4.9(e) of this Section. If the Participant's

interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(c) **Determination of Amount to be Distributed Each Year After December 31, 2002.**

(i) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:

(1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 4.9(d) or 4.9(e).

(3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(4) payments will either be non-increasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 4.9(d) dies or is no longer the Participant's beneficiary pursuant to a qualified

domestic relations order within the meaning of Section 414(p);

(C) to provide cash refunds of employee contributions upon the Participant's death; or

(D) to pay increased benefits that result from a plan amendment.

- (ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 4.9(b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.
  - (iii) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.
- (d) **Requirements for Annuity Distributions That Commence During Participant's Lifetime After December 31, 2002.**
- (i) **Joint Life Annuities Where the Beneficiary is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence

will apply to annuity payment to be made to the designated beneficiary after the expiration of the period certain.

- (ii) **Period Certain Annuities.** Unless the Participant's Spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4.9(d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9) of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

(e) **Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin After December 31, 2002.**

- (i) **Participant Survived by Designated Beneficiary.** Except as otherwise provided, if the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 4.9(b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:
  - (1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
  - (2) if the annuity starting date is before the first

distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

- (ii) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iii) **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 4.9(e) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 4.9(b)(ii)(1).

(f) **Definitions.**

- (i) **Designated Beneficiary.** The individual who is designated as the Beneficiary under Section 1.4 of the Plan is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (ii) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 4.9(b)(ii).
- (iii) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (iv) **Required Beginning Date.** The date specified in Section 4.6 of the Plan.

**Section 4.10 Limitation of Small Payments.** If a retirement benefit payable under the Plan is less than \$20 per month, the Trustees shall, in lieu of such benefit, direct the payment of a lump sum. The amount of the lump-sum payment shall be calculated in accordance with the provisions of the Retirement Protection Act (RPA) of 1994, on or after its effective date for this Plan. Such lump-sum settlement may not be directed without the consent of the Participant and the Spouse (or where the Participant has died, the surviving Spouse) if the lump-sum amount exceeds or at any time of any prior distribution exceeded more than \$5,000.

**Section 4.11 Tax-Free Rollovers.** Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. Notwithstanding any other provision in this Article, a distributee may also make a direct rollover of a distribution to a non-spouse beneficiary who is a designated beneficiary within the meaning of IRC § 401(a)(9)(E), provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's Spouse. Such a direct rollover must be made to an IRA established on behalf of the designated beneficiary that will be treated as an inherited IRA pursuant to the provisions of IRC § 402(c)(11).

- (a) **Eligible rollover distribution.** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). For distributions made after December 31, 2001, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Effective for the calendar year beginning January 1, 1999, an eligible rollover distribution described in IRC Section 402(c)(4), which a Participant can elect to rollover to another plan under IRC Section 401(a)(31); excludes any hardship distribution described in Section 401(k)(2)(B)(i)(IV).

- (b) **Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual

retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, or, on or after January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For distributions made after December 31, 2001, "an eligible retirement plan" shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

- (c) **Distributee.** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving Spouse and the employee's or former employee's spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributee's with regard to the interest of the Spouse or former Spouse.
- (d) **Direct rollover.** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

**Section 4.12 Pop-Up Provision.** If a Retiree commences to receive benefits in the joint and survivor annuity form and, at any time after the date as of which benefit payment commences, the Retiree's Spouse dies and the Retiree survives the Spouse, his benefit shall be increased to the amount payable in the single life form, using the applicable benefit determination formula in effect at the time of his retirement. Thereafter, the monthly benefit shall be paid in the single life benefit form. This benefit shall be provided to all Retirees, regardless of whether said individual retired prior to or after the merger of the Predecessor Funds into the Local 333 Fund. This Section does not apply to the 50% joint and survivor benefit with the ten-year certain provision offered under Section 4.1(a).

**Section 4.13 Direct Rollovers of Plan Distributions.**

- (a) **Effective Date.** This Section shall apply to rollover distributions made after December 31, 2001.
- (b) **Modification of Definition of Eligible Retirement Plan.** For purposes of the direct rollover provisions in Section 4.11 of this Plan, an "eligible retirement plan" shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of "eligible retirement plan" shall also

apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

- (c) **Modification of Definition of Eligible Rollover Distribution to Include After-Tax Employee Contributions.** For purposes of the direct rollover provisions in Section 4.11, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

## **ARTICLE V**

### **ADMINISTRATION**

#### **Section 5.1 Claim of Review.**

- (a) **Pension Claims.** If a claim is wholly or partially denied, written notice of a decision will be furnished to the claimant within 90 days of the receipt of the claim by the Trustees, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 90-day period. In no event shall any extension exceed 180 days of receipt of the claim by the Trustees.
- (b) **Disability claims.** For purposes of the claims and appeals provisions set forth in this Article V, a claim is treated as a "disability claim" if the claims adjudicator must make a determination of disability in order to decide a claim. If the finding of disability is made by a party other than the Plan or Trustees, for purposes other than making a benefit determination under the Plan, the benefit will not be treated as a disability benefit for purposes of the Plan's claims and appeals provisions. If the claim is for disability benefits, written notice of a decision will be furnished to the claimant within 45 days of the receipt of the claim by the Trustees, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 45-day period. If a second extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the 75-day period after filing the claim. In no event shall any extension regarding disability benefits exceed 105 days of receipt of the claim by the Trustees.
- (c) **Adverse Determination.** Means any of the following: a denial, reduction,



termination of, or failure to provide or make payment (in whole or in part) of a claim, including any such a denial, reduction, termination of, or failure to provide or make payment (in whole or in part) that is based upon a participant's eligibility to participate in the Plan or resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental, investigational, or not medically necessary or appropriate. A rescission of coverage is included in this definition, irrespective of whether the rescission had an adverse effect on any particular benefit at that time. Rescissions shall be treated in accordance with 45 CFR § 2590.715-2712, as amended, and any person affected by a rescission shall receive thirty (30) days advance written notice.

- (d) **Contents of Extension Notice.** Each extension notice given by the Trustees shall indicate the special circumstances requiring an extension of time and the date by which the Trustees expect to render a final decision.
- (e) **Contents of Notice of Claim Denial.** Each notice of claim denial given by the Trustees shall contain:
  - (i) The specific reason(s) for the denial;
  - (ii) specific reference to the pertinent Plan provisions on which the denial is based;
  - (iii) a description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
  - (iv) appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review.
  - (v) a description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal, which description shall inform the claimant the he or she must commence legal action under ERISA Section 502(a), if at all, no later than one (1) year from the date of mailing by the Plan Administrator of the final notice of adverse benefit determination, and
  - (vi) For disability claims, the notice of claim denial shall contain the following:

- (1) A copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination.
- (2) If any medical or vocational experts were involved in making the Adverse Benefit Determination, those experts must be identified, their explanations must be included, and the notice must note whether the expert advice was relied upon. If the Plan disagrees with the expert's opinion, the notice must include the basis for disagreeing with the expert opinion.
- (3) All notices shall be in a culturally and linguistically appropriate manner. If the claimant is domiciled in any United States county where ten percent or more of the population residing in that county is literate in only in the same non-English language, then the Plan shall ensure the following: (a) language services are provided in the applicable non-English language; (b) notices include a statement prominently displayed in the applicable non-English language clearly indicating how to access the language services provided by the Plan; and (c) language services are sufficient to allow claimants to understand their rights and obligations in regards to effectively filing claims and appeals.
- (4) A statement regarding the Claimant's right to bring a civil action under ERISA Section 502(a) following the Adverse Benefit Determination on appeal which description shall inform the claimant the he or she must commence legal action under ERISA Section 502(a), if at all, no later than one (1) year from the date of mailing by the Plan Administrator of the final notice of adverse benefit determination.

**Section 5.2 Appeal Review Procedure.** Should a claimant disagree with the Trustees' actions taken with respect to a claim, the claimant or his duly authorized representative may submit written comments and documentation concerning the claim, as well as review pertinent Plan documents and submit issues and comments in writing to the Trustees. A claimant must be provided, upon request and free of charge, all access to and copies of all documents, records and other information relevant to the benefit claim [a document is considered relevant to the claim if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants. A request for review of the Trustees'

actions must be filed in writing with 60 days (**180 days for disability claims**) of the claimant's receipt of the notice of denial described in Section 5.1.

**Section 5.3 Decision on Review.** The Trustees' decision on a claimant's request for review shall be made no later than the next regularly scheduled Trustees' meeting following the receipt of a request for review, unless the request for review is received less than 30 days preceding the date of such meeting. In that case, a decision may be made by no later than the second meeting following receipt of the request for review. The review on appeal must consider all comments, documents, records and other information submitted by the claimant, without regard to whether such information was submitted or considered in the initial benefit determination. The appeals procedure for a disability claim also must provide the following regarding the review process: (i) review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual; (ii) the review will be conducted by a Plan fiduciary; (iii) in deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (iv) the health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual; and (v) medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified.

The Trustees shall provide notice of the notice of the benefit determination on appeal to the claimant as soon as possible, but no later than 5 days after the benefit determination is made.

- (a) **Extension of Time; Special Circumstances.** If special circumstances require a further extension of time for processing a request for review, a decision shall be rendered no later than the third meeting of the Trustees following receipt of the request for review.
- (b) **Notice.** If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.
- (c) **Contents of Notice of Appeals Denial.** Each notice of claim denial given by the Trustees shall be provided in written or electronic form, shall be furnished to the claimant within the applicable time frame established in this Section 5.3, and shall contain:
  - (i) The specific reason(s) for the denial;
  - (ii) Specific reference to the pertinent Plan provisions on which the denial is based;
  - (iii) A statement that the claimant is entitled to receive upon request and free of charge, all access to and copies of all documents, records and other information relevant to the benefit claim [a document is considered relevant to the claim if it: (a) was relied upon in making the benefit determination; (b) was submitted, considered or generated

in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (c) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants];

- (iv) A description of any voluntary appeal procedures offered under the plan, the claimant's right to obtain information about such procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal, which description shall inform the claimant the he or she must commence legal action under ERISA Section 502(a), if at all, no later than one (1) year from the date of mailing by the Plan Administrator of the notice of adverse benefit determination on appeal, and
- (v) For disability claims, the notice of claim denial shall contain the following:
  - (1) A copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination;
  - (2) If any medical or vocational experts were involved in making the Adverse Benefit Determination, those experts must be identified, their explanations must be included, and the notice must note whether the expert advice was relied upon. If the Plan disagrees with the expert's opinion, the notice must include the basis for disagreeing with the expert opinion.
  - (3) All notices shall be in a culturally and linguistically appropriate manner. If the claimant is domiciled in any United States county where ten percent or more of the population residing in that county is literate only in the same non-English language, then the Plan shall ensure the following: (a) language services are provided in the applicable non-English language; (b) notices include a statement prominently displayed in the applicable non-English language clearly indicating how to access the language services provided by the Plan; and (c) language services are sufficient to allow claimants to understand their rights and obligations in regards to effectively filing claims and appeals.

**Section 5.4 Full and Fair Review of Disability Claims.** For disability claims on appeal, a full and fair review provides the Participant or Beneficiary with the following:

- (a) Reasonable access to, and copies of, all documents, records, and information relevant to the claim at no cost;
- (b) The Claimant the opportunity to submit written comments, documents or information relating to the claim;
- (c) The right to have such comments, documents or information taken into account, even if not submitted or considered in the preceding determination;
- (d) The review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination, nor the subordinate of such individual;
- (e) The review will be conducted by a Plan fiduciary;
- (f) In deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (g) The health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual;
- (h) Medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified; and
- (i) The claim and appeal shall be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in the benefit determination. Decisions regarding hiring, compensation, termination, promotion, or similar matters will not be made based upon the likelihood that the individual will support the denial of benefits.

**Section 5.5 Deemed Exhaustion.** With respect to claims for disability benefits, if the Plan fails to strictly adhere to the claims and appeals procedures outlined in this Section 5.5, the Claimant is deemed to have exhausted the internal claims and appeals process and may proceed to exercise any remedies available under Section 502(a) of ERISA, or applicable state law. Upon such election, the claim or appeal is deemed denied as if a Final Adverse Benefit Determination had been issued. Notwithstanding the foregoing, the claims and appeal procedures will not be deemed exhausted based upon a de minimis violation that does not cause, and is not likely to cause, prejudice or harm to the Claimant. The de minimis violation must be for good cause or be due to matters beyond the Plan's or Board of Trustee's control and have occurred in the context of an on-going good faith exchange of information between

the Claimant and the Plan or the Board of Trustees, as applicable. The Claimant may request a written explanation with respect to the violation from the Plan or Board of Trustees, which shall be provided within ten days (10) of the request. The explanation shall set forth the basis for asserting that the violation should be treated as “de minimis” and further explain why the claims procedures should not be deemed exhausted. If an Independent Review Organization or a court of competent jurisdiction rejects the Claimant’s request for immediate review, the Plan shall provide the Claimant with written notice of the opportunity to resubmit the claim or appeal for consideration under this Plan’s claims and appeals procedures within ten (10) days after the Plan receives notices of the rejection. All applicable time periods for re-filing an Appeal of an Adverse or Final Adverse Benefit Determination shall begin to run upon the Claimant’s receipt of such notice.

**Section 5.6 New Evidence.** For disability claims, in the event the decision is based in whole or in part upon any new evidence, or a new or additional rationale that is considered, relied upon, generated by (or at the direction of) the Plan or Board of Trustees. The Claimant shall be provided with the new evidence or rationale as soon as possible, without charge, and sufficiently in advance of the date on which the notice of the Adverse Benefit Determination is due so that the Claimant is given a reasonable opportunity to respond before an Adverse Benefit Determination is made. In the event the new evidence, or new or additional rationale is received too late for the Claimant to have a reasonable opportunity to respond to it before the notice of an Adverse Benefit Determination is due, the period for providing notice of the Adverse Benefit Determination shall be tolled until such time as the Claimant has either had a reasonable opportunity to respond or fails to respond within a reasonable time to the new evidence or additional rationale. The Plan shall then provide notice of the determination to the Claimant as soon as practicable, taking into account the medical exigencies.

**Section 5.7 Final Decision.** Any decision rendered by the Trustees after compliance with the foregoing procedures shall be final and binding on the Union, the Participant and the Employer involved, as well as the heirs, legatees, beneficiaries and personal representatives of the claimant, and no further appeal shall be available.

- (a) A claimant must bring a judicial or extra-Plan administrative action for Plan benefits or a clarification of the right to future benefits (including, but not limited to, a civil action under Section 502(a) of ERISA) within one (1) year following the final adverse benefit determination by the Board of Trustees or, if applicable, an independent review organization retained by the Fund. If a final adverse benefit determination is not timely made, the date on which the final adverse benefit determination is deemed to have been made under the Plan shall be the date of the final adverse benefit determination for purposes of this one (1) year limitation. A failure by a Plan Participant(s) or beneficiary(ies) to file a claim or request for review or appeal from any adverse benefit determination within the time permitted by the Plan’s claims procedures (or regulations governing those claims procedures) is a final adverse benefit determination for purposes of this one (1) year limitation on the day following the last day for timely filing such claim, request for review or appeal.

The above one (1) year limitation shall supersede any limitation period otherwise imposed by federal common law, provided the Board of Trustees will be bound by a contrary final judicial determination with respect to specific claimant(s), but only with respect to that/those specific claimant(s).

After the expiration of the above one (1) year period, no further action for benefits or to clarify the right to future Plan benefits, however characterized or of whatever nature, may be brought by or on behalf of such Participant(s) or beneficiary(ies) and such decision, including any adverse benefit determination, will be final and binding with respect to the affected Participant(s) or beneficiary(ies). A claimant shall be precluded from presenting evidence in any legal action that was not timely presented to the Trustees as part of the Plan's review process and timely determinations under this Article.

- (b) A Participant or Beneficiary who seeks to enforce specific Plan provisions must bring a legal or extra-Plan administrative action (including, but not limited to, a civil action under Section 502(a) of ERISA) within one (1) year following the date on which the claim to enforce such provision accrues under federal common law. The above one (1) year limitation shall supersede any limitation period otherwise imposed by federal common law, provided the Board of Trustees will be bound by a contrary final judicial determination with respect to specific Participant(s) or beneficiary(ies), but only with respect to that/those Participant(s) or beneficiary(ies). After the expiration of the above one (1) year period, no further action to enforce Plan provision(s), however characterized or of whatever nature, may be brought by (or on behalf of) such Participant(s) or beneficiary(ies) and such decision, including any adverse benefit determination, will be final and binding.
- (c) Exhaustion of internal Plan remedies shall be jurisdictional to any judicial or extra-Plan administrative action to the extent permitted by ERISA and federal law.
- (d) Notwithstanding anything in the Plan or Trust to the contrary, the provisions of subparagraphs (a), (b) and above shall be severable and the invalidity of all or part of such provisions shall not affect the validity and enforceability of the remainder of such provisions.

**Section 5.8 Designation of Trustees.** The Plan shall be administered by the Trustees who shall be appointed pursuant to the Agreement and Declaration of Trust.

**Section 5.9 Powers of Trustees.** The Trustees shall have such powers as are necessary for the proper administration of the Plan as set forth in the Trust Agreement, and including, but not by way of limitation, the following:

- (a) To prescribe procedures to be followed by Participants in filing application for benefits and for the furnishing of evidence necessary to establish Participants' rights to benefits under the Plan.
- (b) To make determinations as to the rights under the Plan of any Participant applying for or receiving benefits and to afford any such individual dissatisfied with any such determination the right to a hearing thereon.
- (c) To develop procedures for the establishment of credited service of Participants and, after affording Participants an opportunity to make

objection with respect thereto, to establish such facts conclusively in advance of retirement.

- (d) To obtain from the Employers, from the Union and from Participants such information as shall be necessary for proper administration of the Plan, including all actuarial valuations and reports on the assets and on receipts and disbursement under the Pension Fund.
- (e) To authorize benefit payments from the Pension Fund to all Participants entitled to benefits under the Plan, and to authorize expenses incident to the administration of the Plan.
- (f) To prepare and distribute, in such manner as the Trustees determine to be appropriate, information explaining the Plan.
- (g) To furnish to the Employers and to the Union upon request such reports with respect to the administration of the Plan as are reasonable and appropriate.
- (h) To collect, evaluate, analyze and prepare statistical and other data with respect to administration of the Plan, and to make annual reports which shall review, analyze and summarize the operation of the Plan.
- (i) To utilize the services of other agents and Participants for day-to-day administration of the Plan.
- (j) To exercise their discretionary authority in interpreting the Plan, Trust or any other relevant documents, including eligibility for any benefit hereunder.
- (k) To invest all contributions available for investment in such a manner as serves the best interest of the Plan.

**Section 5.10 Reliance of Trustees.** The Trustees shall be entitled to rely upon the accuracy of any information furnished by the actuary, the Union or the Employers. Neither the Trustees, the Union, nor the Employer shall be liable to any person whatsoever because of any act or failure to act on the part of the Trustees, except that nothing herein shall be deemed to relieve any such individual from liability for his own fraud or bad faith.

**Section 5.11 Effect of Decision on Prior Cases.** No ruling or decision of the Trustees in one case shall create a basis for retroactive adjustment in any previously decided case.

**Section 5.12 Records and Reports.** The Trustees shall value the Trust assets at least annually, as of the close of the Plan Year. Trust assets shall be valued at fair market value. Upon receipt of a written request, the Trustees shall furnish any Participant, Retiree, Vested Former Participant or Beneficiary with a copy of the Plan, Trust Agreement, or latest annual report, subject to a reasonable charge, not to exceed the lesser of;

- (a) The actual cost of reproduction, or
- (b) \$.25 per page.



Upon receipt of a written request (but not more than once each year), the Trustees shall furnish any Participant with a statement of his Accrued Benefit, the amount of the benefit in which he has a vested interest, if any, and if not vested, the earliest date he could become vested.

**Section 5.13 Interpretation.** The Trustee shall have discretionary authority to make any determination with respect to an individual's eligibility for participation or eligibility for benefits under the Plan, and to construe the provisions of the Plan, policies and procedures, and resolutions and directives adopted by the Trustees, as amended from time to time. This discretionary authority shall include, but not be limited to the power to construe any disrupted or doubtful terms of the Plan, policies or procedures, resolutions or directives, as amended from time to time.

**Section 5.14 Participant Benefit Statements.** Participants will be provided with a statement of benefits at least once each calendar year, or at such other intervals as may be required by ERISA § 105(a).

**Section 5.15 Employer Securities.** This Plan does not hold or allow investment in any employer securities as defined in ERISA § 407(d)(1) and IRS Notice 2006-107, for purposes of IRC § 401(a)(35). Pursuant to said provisions, employer securities do not include securities held in mutual funds.

**Section 5.16 Pension Protection Act Funding Requirement.** The Plan will comply with all additional funding rules set forth in IRC § 432 with respect to multiemployer plans, including all required certifications and the adoption of a funding improvement and/or rehabilitation plans, as may be necessary based on the actuary's certification. Further, the Plan shall comply with any requirements of the Multiemployer Pension Reform Act of 2014 which are, or may, become applicable to it.

**Section 5.17 Calculation of Withdrawal Liability.** Employer withdrawal liability, if any, shall be calculated under the basic presumptive method described in Section 4211(b) of ERISA. Disputes between the Fund and an Employer concerning withdrawal liability shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA. For plan withdrawals after January 1, 2007, calculations using the presumptive method will be made by substituting the plan year ending June 30, 2002 (during which the plan year had no unfunded vested benefits) for the plan year ending before September 26, 1980.

## **ARTICLE VI**

### **AMENDMENT AND TERMINATION OF PLAN**

**Section 6.1 Right to Amend.** Subject to the provisions of this Section, the Trustees, by unanimous vote, may amend any provision of the Plan. Neither the consent of the Participants nor that of any other payee is required for any amendment to the Plan.

**Section 6.2 Prohibited Reduction.** An amendment to this Plan may not reduce the amount of benefit accrued to any Participant unless,

- (a) Such amendment is necessary to establish or maintain in the qualifications of this Plan under the Internal Revenue Code, or to conform the Plan to the requirements of ERISA; or
- (b) if not so necessary, and the amendment is effective retroactively, and such amendment is in accordance with Section 6.3.

**Section 6.3 Authorized Reduction.** An amendment may reduce the amount of benefit accrued to Participants as of the date of adoption of the amendment, provided that:

- (a) the amendment is adopted no later than 2½ months after the end of the Plan Year in which the amendment became effective;
- (b) the amount of benefit accrued to Participants prior to the Plan Year in which the amendment becomes effective is not reduced; and
- (c) the amendment shall not take effect until:
  - (i) a notice of such amendment is filed with the Secretary of Labor, and
  - (ii) either the Secretary of Labor has approved such amendment or, if the Secretary has neither approved nor disapproved such amendment, 90 days have elapsed since the date on which such notice was filed.

The benefits of the Participant or Beneficiary who is in pay status under the Plan or of a vested Former Participant may not be decreased by reason of any increase in benefit levels payable under Title II of the Social Security Act or any increase in the wage base under such Title II, if such increase takes place after September 1, 1974 or, if later, the earlier of the first receipt of such benefits or the date of such separation, as the case may be.

**Section 6.4 Amendment of Vesting Requirements.** An amendment changing the vesting requirements which would impose stricter requirements than those presently in effect for a Participant may not change the requirements in effect for him as of the latter of:

- (a) the effective date of the amendment, or
- (b) the adoption of the amendment.

If an amendment changes the vesting provisions, any Participant who has three Years of Vesting Service before the end of the election period specified below may elect to have the amount of his vested benefit determined on the basis of the Plan provisions in effect immediately prior to the effective date of the amendment.

The election period shall begin on the date the amendment is adopted and shall end 60 days after the latest of (1) the date of the amendment is adopted, (2) the effective date of the amendment, or (3) the date the Participant is issued written notice of the amendment.

**Section 6.5 Merger.** The Plan may not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan if any Participant, Retiree, Vested Former Participant, Spouse or Beneficiary's Accrued Benefit will be lower immediately after the Effective Date of the merger or transfer than the Accrued Benefit immediately before such date.

**Section 6.6 Termination of Plan.** This Plan may be terminated upon a unanimous vote of all Trustees, but only on the condition that there no longer exists a Collective Bargaining Agreement between the Union and any Employer requiring contributions hereto.

**Section 6.7 Allocation of Assets.** Upon termination or partial termination, the rights of each affected Participant to benefits accrued to the date of such termination or partial termination, to the extent funded (and, in the event of partial termination, to the extent such rights and funded benefits relate to or are contained in the part of the Plan that is terminated), shall become nonforfeitable.

In the event of the termination or partial termination, the assets then remaining in the Trust Fund, exclusive assets attributable to contributions made for the purpose of funding the benefits provided herein, after providing the expenses of the Plan, shall be allocated to the extent that they shall be sufficient for the purpose of paying retirement benefits (based on Years of Credited Service to the date of the termination of the Plan) to Retirees in the following order of precedence:

- (a) *First* - An amount shall be allocated to provide for:
  - (i) Retirement benefits payable to Retirees and widow's benefits payable to surviving Spouses who commenced receiving benefit under the Plan on a date at least 36 months prior to the termination date of the Plan, such benefits to be based on the lowest level of benefits in effect at any time during the 60-month period prior to the termination date of the Plan; and
  - (ii) Retirement benefits payable to Participants and Vested Former Participants not included in (1) above who could have retired and/or received a retirement benefit under the Plan commencing on a date at least 36 months prior to the termination date of the Plan, such benefits to be based on the lowest level of benefits in effect at any time during the 60-month period prior to the termination date of the Plan.
  
- (b) *Second* - If there is any balance in the Fund after complete allocation in accordance with subsection (a), above, an amount shall be allocated to provide for retirement benefits, or a portion of retirement benefits (other than those benefits described in subsection (a)), payable to Retirees, surviving Spouses, Participants and Vested Former Participants described in this subsection (b), subject to the following:
  - (i) In the event the level of benefits under the Plan was increased within the 60-month period prior to the termination date of the Plan, the amount to be allocated under this subsection (b) to the Retirees, surviving Spouses, Participants and Vested Former Participants described in this subsection (a), shall be the amount required to provide a benefit equal to the product of:

(1) The greater of \$20 or 20% of the additional benefit which, except for the limitation in said subsection (a), would have been provided for persons described in subsection (a); and

(2) The number of years the increased level(s) of benefit has/have been in effect. For purposes of this subsection, the first 12 months following the date the benefit level was increased constitutes one year and each consecutive period of 12 months thereafter constitutes an additional year.

(ii) The amount to be allocated to all Retirees, surviving Spouses, Participants and Vested Former Participants who are not included in subsection (a), above, and who, as of the termination date of the Plan,

(1) are receiving benefits under the Plan,

(2) could have retired with a benefit payable under the Plan, or

(3) have five or more Years of Vesting Service,

shall be the amount required to provide their retirement benefit, subject to the same limitation described in subsection (a), plus any additional benefit arising by reason of an increase in the benefit level within the 60-month period prior to the termination date, subject to the same limitation described in subsection (b)(i), above.

(c) *Third* - If there is any balance remaining in the Fund after complete allocation in accordance with subsection (a) and (b), above, an amount shall be allocated to provide for all other nonforfeitable retirement benefits under the Plan which are not included in said subsections (a) and (b).

(d) *Fourth* - If there is any balance remaining in the Fund after complete allocation in accordance with subsections (a), (b) and (c), above, an amount shall be allocated to provide for all other benefits under the Plan.

In addition to the limitation on benefits payable pursuant to subsections (a) and (b), above, benefits payable under said paragraphs shall not have an actuarial value which exceeds the actuarial value of the monthly retirement benefit payable in the form of a life annuity commencing at age 62.

If the assets available for allocation under any subsection are insufficient to satisfy in full the retirement benefits of all individuals within such subsection, the assets shall be allocated *pro rata* among such individuals on the basis of the present value (as of the termination date) of their respective retirement benefits.

The Trustees shall make a reasonable effort to locate any Vested Former Participant who is entitled to a benefit under the Plan at the date of discontinuance of the Plan. Any forfeited sums of money shall be allocated or disposed of in whatever lawful manner the Trustees shall deem to be appropriate.

**Section 6.8 Implementation of Asset Allocations.** The allocation of assets upon partial or complete termination when determination by the Actuary and the Trustees may be implemented through the continuance of the existing Fund or through a new Fund established for that purpose or through the purchase by the Trustees of insurance annuity contracts or by a combination of these media.

**Section 6.9 Exclusive Benefit of Participants and Beneficiaries.** In effecting the foregoing allocation, the Trustees shall make every reasonable effort to locate any former Participants entitled to or who would be entitled upon timely application to a deferred vested retirement benefit, but if any such former Participant has not been located within one year after the date of termination of the Plan, his benefits shall be deemed forfeited for all purposes. However, if a claim is made by a Participant or Beneficiary for an unclaimed benefit, then such benefit shall be restated by the Trustees. Such allocations shall be accomplished through either:

- (a) continuance of the Trust under a new Trust Fund, or
- (b) purchase of insurance annuity contracts,

provided, however, that the Trustees, upon finding that it is not practicable nor desirable under the circumstances to do either of the foregoing with respect to some or all of the groups listed above, may, with the unanimous consent of all the Trustees, provide for some allocation of a part of all of the assets of the Trust Fund other than the continuance of a Trust Fund or the purchase of insurance annuity contract with respect to any or all of such groups; provided, however, that no change shall be effected in the order of precedence and basis for allocation above established.

In the event of the termination of this agreement, no part of the corpus or income of the Trust can be used for or diverted to purposes other than the exclusive benefit of the Participants, retired Participants, terminated Participants and Beneficiaries covered by the Plan at the time of such termination. In no event shall any assets of the Trust Fund revert back to a contributing Employer.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

**Section 7.1 Contributions to the Fund.** Pursuant to certain duly executed Collective Bargaining Agreements, a Trust Agreement has been executed by the Trustees, the Union and the Association, under the terms of which a Fund has been established to receive and hold contributions payable by the Employers under the Plan, interest and other income, and from which are to be paid the benefits provided under the Plan and the expense of operation of the Plan.

**Section 7.2 Funding and Payment of Benefits.** The amount of a Employer contributions shall be determined by the terms of the Collective Bargaining Agreement between the

Association or individual Employers and the Union and shall not be less than or exceed the limits proscribed by law. It is intended that the aggregate contributions of all contributing Employers for any Plan Year subsequent to June 1, 1976, shall be no less than the contribution required to satisfy the minimum funding standard for such year, as set forth in Section 302 of ERISA.

**Section 7.3 Contributions Irrevocable.** The Employers shall have no right, title or interest in the contributions made to the Fund and no part of the Fund shall revert to the Employers. Employer contributions become Plan assets at the time they are due and owing to the Fund. Title to all Employer contributions paid into and/or due and owing to the Fund shall be vested in and remain exclusively in the Board of Trustees of the Fund. The Trustees may enforce payment of contributions in any manner including, without limitations, suit for collection in any court of competent jurisdiction.

**Section 7.4 Unclaimed Benefits.** If any benefit payment approved by the Trustees under the Plan remains unclaimed for a period of six years, no payment shall be made thereafter except under such extenuating circumstances as the Trustees may in their sole discretion approve.

**Section 7.5 Rights Limited to Those Rights Granted by Plan.** No Participant, Vested Former Participant, Retiree, Beneficiary, or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Plan or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan or Trust.

**Section 7.6 Nonalienation of Benefits.** No benefit payable under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge or encumbrance. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber shall be void. Neither the Pension Fund nor any pension benefit shall in any manner be liable for or subject to the debts or liabilities of any Participant or Beneficiary entitled to pension benefits. This provision shall not restrict a Participant from designating a Beneficiary to receive any benefits that may be payable hereunder upon his death.

For purposes of this Section, the creation of assignment or recognition of a right to any benefit payment with respect to any Participant, Vested Former Participant, Disability Retiree or Retiree pursuant to a "qualified domestic relations order," as defined in Section 414(p) of the Internal Revenue Code, shall not be treated as an assignment or alienation of benefits payable under this Plan. The Trustees shall adopt written procedures for determining whether an order is a qualified domestic relations order and shall provide for the payment of benefits to the alternate payee in accordance with the applicable requirements of any such qualified domestic relations order, in accordance with Section 414(p) of the Internal Revenue Code.

**Section 7.7 Headings.** The headings and subheadings in the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

**Section 7.8 Construction.** In the construction of the Plan, the masculine shall include the feminine and singular, the plural, in all cases where such meanings would be appropriate.

**Section 7.9 Effect of Invalidity of Provision.** If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provision had not been included.

**Section 7.10 Approval of Internal Revenue Service.** This Plan is adopted subject to the approval by the Internal Revenue Service as meeting the requirements of the Code and Regulations thereunder with respect to the deductibility of contributions to the Fund and expenses thereof, and with respect to the tax exception of such Fund. In the event that such approval is not secured for the Plan as adopted, it may be amended for purposes of securing qualification under the Code as may be necessary to secure such approval.

**Section 7.11 Choice of Law.** To the extent not preempted by federal law, this Plan shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects. Any and all disputes regarding the terms and conditions of this Plan will be heard in the United States District Court for the Eastern District of Michigan.

IN WITNESS WHEREOF, the Trustees of the Plumbers and Pipefitters Local Union No. 333 Pension Fund have hereunto executed this Plan on this 1<sup>st</sup> day of September, 2021.

**UNION TRUSTEES**

**EMPLOYER TRUSTEES**

DocuSigned by:

*Price Dobernick*

**PRICE DOBERNICK (SECRETARY)**

DocuSigned by:

*Chris Keck*

**CHRIS KECK**

DocuSigned by:

*Joseph Michilizzi*

**JOSEPH MICHILIZZI**

DocuSigned by:

*Brandon Snyder*

**BRANDON M. SNYDER**

**CHAD MYERS (CHAIRMAN)**

*John Green*

**JOHN GREEN**

DocuSigned by:

*Kevin Jonas*

**KEVIN JONAS**

DocuSigned by:

*Jason Kregger*

**JASON KREGER**

DocuSigned by:

*Becky Brimley*

**BECKY BRIMLEY (ALTERNATE)**

## ADDENDUM A

### PLUMBERS and PIPEFITTERS LOCAL NO. 333 PENSION PLAN

#### ACTUARIAL ASSUMPTIONS (EFFECTIVE JULY 1, 2007)

---

**Lump Sum Calculations.** For purposes of calculating lump sum payments, the following actuarial assumptions are in effect:

- (1) Interest: Prior to July 1, 2008, means the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service in revenue rulings, notices or other guidance published in the Internal Revenue Bulletin (the "30-year Treasury Rate") for the second calendar month preceding the first day of the month (quarter or plan year) in which the distribution is made.

For Plan Years commencing July 1, 2008 and thereafter, the interest rate for purposes of benefit calculations means the applicable interest rate specified by IRC § 417(e)(3), which bases the interest rate on the corporate bond yield curve for yields on investment grade corporate bonds with varying maturities to be prescribed by the Secretary of Treasury for each month. The Fund will use the rates in effect for the second calendar month preceding the calendar quarter in which the distribution is made.

- (2) Mortality: Effective July 1, 2002, notwithstanding any other plan provisions to the contrary, with concern to any distributions with an annuity starting date on or after December 31, 2002, any reference in the plan to the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001-62.

After July 1, 2008, the applicable mortality table shall be incorporated by reference to the table that is specified for use in IRC § 417(e)(3)(B) by the Secretary of Treasury in revenue rulings, notices, or other guidance in the Internal Revenue Bulletin.

**Actuarial Equivalent.** For purposes of converting the normal retirement benefit to other forms of benefit providing for periodic payments, the following actuarial assumptions are in effect:

- (1) For annuity starting dates on or after July 1, 2013:
- Interest: 7%
  - Mortality: GAM 83 unisex mortality table
  - Normal Form of Retirement Benefit: Single Life Annuity
- (2) For annuity starting dates prior to July 1, 2013:



- (a) For a pre-merger benefit accrued under the Local 335 Pension Plan:
- Interest: 7%
  - Mortality: Unisex Pension 1984 mortality table
  - Normal Form of Retirement Benefit: Ten Years Certain and Life
- (b) For a pre-merger benefit accrued under the Local 313 Pension Plan:
- Interest: 7%
  - Mortality: 71 GAM mortality table for males, spouse set forward 3 years
  - Normal Form of Retirement Benefit: Single Life Annuity
- (c) For a pre-merger benefit accrued under the Local 388 Pension Plan:
- Interest: 6.75%
  - Mortality: 71 GAM mortality table for males projected to 76 using Scale E
  - Normal Form of Retirement Benefit: Ten Years Certain and Life
- (d) For the post-merger portion of benefit accrued by a participant in this Local 333 Pension Plan:
- Interest: 7%
  - Mortality: GAM 83 unisex mortality table
  - Normal Form of Retirement Benefit: Ten Years Certain and Life