

If you have any questions about your participation, eligibility for benefits, or about any matter of trust fund or pension plan administration, contact the administrative office:

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MAKE SURE TO NOTIFY THE ADMINISTRATIVE OFFICE WHENEVER YOUR ADDRESS OR PHONE NUMBER CHANGES.

You can review your work history hours/contributions at www.zenith-american.com.

INTRODUCTION

We are pleased to provide you with this revised booklet which describes the benefits of your Washington State Plumbing and Pipefitting Industry Pension Plan (the Plan). The Summary Plan Description section of this booklet includes Plan changes made through January 1, 2018, and applies to individuals who are active participants on or after that date. If you ended covered employment or retired before January 1, 2018, you should refer to the booklet (including notices of changes) in effect at that time.

This booklet has two parts. The first part summarizes the official Plan Document and includes information required by law. It is designed to help you understand the Pension Plan, and includes a brief overview of Plan provisions. The second part of this booklet contains the official Plan Document. If there is any difference between the summary and the official Plan Document, the Plan Document will govern.

Please read this booklet carefully, and keep it with your other important papers so you may refer to it when you end covered employment, change jobs, or retire. If you lose your copy, you may obtain another from the administrative office.

Contact the administrative office if you have any questions about the Plan or your pension rights or benefits.

Sincerely,

Board of Trustees
The Washington State Plumbing and Pipefitting Industry Pension Plan

Mr. Jeffery J. Owen	Mr. Trey Bland
Mr. Todd Taylor	Mr. Matt Campbell
Mr. Randy Walli	Mr. Ed Kommers
Mr. Brett Wideman	Mr. Russell D. Williams

PART 1

SUMMARY PLAN DESCRIPTION

IMPORTANT:

If there is a discrepancy between this summary and the Plan Document (Part 2 of this booklet), the Plan Document will govern.

No participating employer, employer association, labor organization, or listed entities (nor any individual employed thereby) has any authority to alter or interpret the terms of the Plan. Only the administrative office is authorized by the Board of Trustees to answer your questions.

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PART 2 – PLAN DOCUMENT

BENEFIT SUMMARY

Benefits	Eligibility	Basic Benefits	Available Benefit Options
Vesting	Earned at least 3 service credits (none of which were forfeited), and worked at least one covered hour on or after January 1, 2018, or eligible for Normal Retirement.	Monthly benefit based on accrued Normal Retirement benefit reduced for Early Retirement, if applicable.	Lifetime Annuity 50% or 100% Joint and Survivor Annuity 10 Year Certain and Life Annuity
Normal Retirement	Attained age 65 and one of the following: a) is vested b) participated in the Plan for 5 years since the last time you forfeited service credit, or earned 5 or more future service credits (none of which were forfeited).	Accrued Normal Retirement benefit = Monthly benefit based on: number of hours worked each year, employer contribution rate each year, benefit factor for each year, and (for benefits earned on and after January 1, 2018) the Plan's investment return.	Lifetime Annuity 50% or 100% Joint and Survivor Annuity 10 Year Certain and Life Annuity
Unreduced Early Retirement	Attained age 62, and earned 5 or more service credits (none of which were forfeited).	Monthly benefit based on accrued Normal Retirement benefit, but not reduced for Early Retirement.	Lifetime Annuity 50% or 100% Joint and Survivor Annuity 10 Year Certain and Life Annuity
Reduced Early Retirement	Attained age 55, and earned 5 or more service credits (none of which were forfeited).	Monthly benefit based on accrued Normal Retirement benefit, but reduced for Early Retirement.	Lifetime Annuity 50% or 100% Joint and Survivor Annuity 10 Year Certain and Life Annuity
Disability	Become totally and permanently disabled for at least 6 months, must be under 55 years old, earned 5 or more service credits (none of which were forfeited), and earned one year of service in the 24-month period prior to applying.	Monthly benefit equal to 83.50% of the Normal Retirement benefit.	Lifetime Annuity 50% or 100% Joint and Survivor Annuity 10 Year Certain and Life Annuity
Death	Earned at least ¼ death benefit credit.	Benefit will vary depending on vesting and marital status.	If vested: Pre-retirement Annuity Lump-Sum Payment(s)

All of these benefits and eligibility requirements are described in more detail on the following pages in both the Summary Plan Description and in the official Plan Document. This outline does not include or list every requirement used to determine your pension benefit; it is only intended to give you a brief and general idea of the benefits this Plan provides. Also, it only applies to currently active participants.

ELIGIBILITY AND PARTICIPATION

Who Is Eligible to Participate?

Employees of employers in positions covered by an agreement that requires contributions to this Plan.

When Do I Become a Plan Participant?

You become a participant in the Plan when you have accumulated at least 300 hours of service for an employer(s) by the end of a single Plan year (calendar year) and the employer is required to make contributions to this Plan.

DETERMINING YEARS OF SERVICE

A Year of Service is when you earn at least 870 hours of covered employment in a calendar year. Years of service are important for determining three things:

- when you become vested
- when you can start receiving benefits
- the benefit amount earned for certain periods.

Before 1961, the definition of a Year of Service was different.

Credited Service

Your eligibility for benefits under this Plan will usually be determined by your number of years of credited service. Credited service is made up of Past Service Credits (for service before 1962) and Future Service Credits (for service after 1961).

Past Service Credit

If you were a member of a local union affiliated with the Washington State Association (WSA) or a non-union employee whose work was covered by a collective bargaining agreement and during 1960 or 1961 worked at least one hour in covered employment for an employer who had a collective bargaining agreement with a local union affiliated with the WSA, then you will be eligible to receive Past Service Credit for your continuous service in the industry between January 1, 1952 and December 31, 1961. If you have questions regarding Past Service Credit, please contact the Administration Office.

Future Service Credit

Future service credit accrual depends upon the number of hours of covered employment for which your employer is required to make contributions to the Plan on your behalf during a plan year. Future service credits are used to determine your eligibility for Plan benefits.

Hours of Service Earned During the Plan Year	Future Service Credit
Less than 300	0.00
300 but less than 500	0.25
500 but less than 870	0.50
870 or more	1.00

Calculating Your Future Service Credit

Two methods may be used to calculate your future service credits. The standard method is to determine the number of hours worked in a plan year as shown below.

Example of standard calculation:

Calendar Year	Hours of Service	Future Service Credit
2008	550	0.50
2009	875	1.00
2010	500	0.50
2011	800	0.50
2012	890	1.00
2013	1,200	1.00
2014	1,200	1.00
2015	500	0.50
2016	899	1.00
2017	500	0.50
Total future service credit		7.5

The **Alternative Method** is used if you do not qualify for a pension benefit based on your future service credits calculated by the standard method. You may use the alternative method to compute your future service credits as long as:

- you are applying for a Normal or Early Retirement and you have at least ten years of continuous service, or at least five years of continuous service ending after 1993, or
- you are applying for a Disability Retirement benefit and you became disabled after 1980 and you have at least five years of continuous service.

The alternative way to calculate future service credits is to use the following table:

Calendar Years	Future Service Credits
January 1, 1962 to December 31, 1968	All hours of service for which contributions were made on your behalf divided by 1,500
January 1, 1969 to Present	All hours of service for which contributions were made on your behalf divided by 1,400

The sum of these two calculations is your total future service credits under the alternative method.

The alternative method is used only for computing eligibility for future service credit, not to compute the amount of benefits.

Example: You worked 450 hours in 2013 and 1,650 each year from 2014 through 2017 for a total of 7,050 hours. Using the standard method of calculating future service credits, you have 4.25 future service credits. But, using the alternative method, you have $7,050 \div 1,400 = 5.04$ future service credits and would be eligible for early retirement.

VESTING

Once you are vested, you have a right to the benefits you earn under the Plan and they cannot be forfeited, even if you leave covered employment. The vesting credits you earn count for both the traditional and sustainable income portions of your benefit.

How Do I Vest?

If you have worked at least one hour on or after January 1, 2018, you are vested when you have earned at least three service credits.

Please note that service credits earned before your last break in service (if you had any such break) do not count toward satisfying the vesting requirements.

Section 8, page 37 of the Plan Document provides detailed vesting requirements, including different rules for those who left covered employment before January 1, 2018. If you have any questions concerning your vested status call the administrative office.

BREAK IN SERVICE RULES

If you are vested, you will never forfeit the service credits you have already earned. However, if you are not vested, you will forfeit all previously earned service credits if you have a break in service.

A break in service will occur if:

1. you leave covered employment, **and**
2. you fail to work at least one hour of service in any period of two consecutive calendar years, **and**
3. the length of time between the end of the last plan year in which you earned at least 300 hours of service and the beginning of the next plan year in which you earned at least 300 hours of service is greater than or equal to the greater of:
 - your total years of service prior to the date you left covered employment, and
 - five years.

Paragraph 9.03 Postponement of Termination (page 39) of the Plan Document describes several situations that postpone the termination of Plan participation and prevent a break in service.

A break in service is determined based on when you left covered employment. See the Plan Document for break in service rules for those who left covered employment before January 1, 1985.

HOW YOUR BENEFIT IS EARNED

Each plan year (January 1 – December 31) that you work at least 300 hours in covered employment, you earn a benefit accrual based on your hours worked and the contribution rate in effect. If you do not work at least 300 hours, you will not earn a benefit for that year.

Contribution rate negotiated through December 31, 2017:

Contributions X 0.6%

+

= annual accrual

Contribution rate increases that take effect January 1, 2018 or later:

Contributions X 0.8%

Example – Active Participant

For example, the contribution rate that applies to Steve is \$4.43 per hour – \$3.43 was in effect as of December 31, 2017 and a \$1.00 increase went in after January 1, 2018. If he worked 1,900 hours each year, here's how Steve's annual accrual for 2018 would be calculated:

1,900 hours X \$3.43 = \$6,517	X	0.006	=	\$39.10
	+			
1,900 hours X \$1.00 = \$1,900	X	0.008	=	\$15.20
	=			
				Total: \$54.30

Under this example, this is the calculation for a Normal Retirement benefit payable as a Lifetime Only Annuity at age 65. It is also payable at age 62 if Steve has five or more service credits. This amount would be adjusted if Steve retires earlier or chooses another form of payment, such as a Joint and Survivor (J&S) Annuity.

Benefit Units

What that accrual is technically doing is “buying” benefit units – the idea is that you accumulate units each year that you earn a benefit.

The price for each unit is the same for everyone, and it changes each year. The unit price started at \$10.0000 per unit for the January 1 – December 31, 2018 plan year (the year sustainable income benefits began). The unit price adjusts each year with the Plan's investment returns as described in the next section.

If we look at the example above, Steve's benefit accrual was \$54.30. That means if that accrual was for the 2018 plan year, Steve would have earned 5.4300 benefit units (\$54.30 ÷ \$10.0000 per unit = 5.4300 units). The next year the unit price may go up or down, but Steve would still have 5.4300 units.

The value of your benefit at any given time is the total number of units you have earned up to that point times the unit price for that year. Your annual benefit statement will show your accrual, how your benefit has been adjusted, and your current benefit amount each year.

But the benefit accrual is just the first step: the amount that you earn each year adds to your total benefit, which is adjusted each year with the Plan's investment returns.

How Your Benefit Is Adjusted Each Year

The sustainable income benefit has a target investment return of 4%. Each year, the value of your underlying benefit goes up, down, or stays the same based on whether the Plan's investment return is more than, less than, or the same as the target investment return.

$$\frac{\text{underlying benefit} \times (1 + \text{investment return})}{(1 + \text{target investment return})} = \text{new underlying benefit}$$

If the Plan's investment return is greater than 4%, underlying benefits go up. If investments earn less than 4%, underlying benefits go down, but your benefit can be protected by the stabilization reserve (see page 7).

The benefit unit price is adjusted the same way:

$$\frac{\text{current unit price} \times (1 + \text{investment return})}{(1 + \text{target investment return})} = \text{new unit price}$$

Increases Are Capped

Benefit increases are capped at a maximum of 8% per year. When returns are greater than 12.32% ($1.1232/1.04 - 1 = 8\%$), the benefit increase will be 8% and the returns in excess of 12.32%, plus some contributions, will help build the stabilization reserve for the future.

Benefit Adjustment Timing

Sustainable income benefits are adjusted each January 1 for all participants – those who are actively participating, no longer actively participating but not yet receiving a benefit, retirees, and beneficiaries.

The investment return used in the adjustment, as described above, is the Plan's actual investment return for the plan year before last.

Example – Active Participant

Steve's sustainable income benefit has grown to \$500. His hourly contribution rate that earns a benefit is \$4.43 per hour — \$3.43 was in effect as of December 31, 2017 and a \$1.00 increase went in after January 1, 2018. He works 1,900 hours a year.

On January 1, Steve's benefit increases with the accrual based on his hours for the year before (see page 5 for the annual accrual calculation).

$$\$500.00 + \$54.30 = \$554.30$$

Now, this amount is adjusted based on the Plan's investment return from the plan year prior to the year in which the hours were worked. The target investment rate is 4% (this does not change from year to year). If the Plan's investment return was 7% in the plan year prior to the year in which the hours were worked, here's how Steve's benefit would increase:

$$\frac{\text{underlying benefit} \times (1 + \text{investment return})}{(1 + \text{target investment return})} = \text{new underlying benefit}$$
$$\frac{\$554.30 \times (1 + 0.07)}{(1 + 0.04)} = \$570.29$$

Under this example, this is the calculation for a Normal Retirement benefit payable as a Lifetime Only Annuity at age 65. It is also payable at age 62 if Steve has five or more service credits. This amount would be adjusted if Steve retires earlier or chooses another form of payment, such as a J&S Annuity.

Benefit Units

Let's say at the point Steve's benefit is \$500.00 and because of investment returns the benefit unit price has increased to \$15.0000. He has 33.3333 units. He adds more units with his benefit accrual: $\$54.30 \div \$15.0000 = 3.6200$ units. He now has a total of 36.9533 units.

The math is the same for adjusting the unit price as it is for the benefit adjustment, so based on a 7% investment return the unit price increases to \$15.4327. Either way you look at it, his benefit increases to \$570.29 (36.9533 units X \$15.4327 = \$570.29).

Example – Retiree

Mike is a retiree with a sustainable income benefit of \$1,000.00 per month.

On January 1, Mike's benefit is adjusted based on the Plan's investment return from the plan year before last. The target investment return is 4% (this does not change from year to year). If the Plan's investment return was 9% in the year before last, here's how Mike's benefit would increase:

$$\frac{\text{underlying benefit X (1 + investment return)}}{(1 + \text{target investment return})} = \text{new underlying benefit}$$
$$\frac{\$1,000.00 \times (1 + 0.09)}{(1 + 0.04)} = \$1,048.08$$

Mike is no longer working, so the number of benefit units he has remains the same. But, the unit price continues to adjust each year with the Plan's investment returns and so does the amount of his monthly check.

STABILIZATION RESERVE

A portion of contributions and investment returns above 12.32% go to a “rainy-day” fund called the stabilization reserve. This reserve can be directed by Plan trustees to maintain the level of sustainable income benefit payments when underlying benefits are below their high water mark.

In other words, if the Plan's investment returns cause your benefit to decrease, your monthly check could remain the same with a temporary “shore up” of the difference between your underlying benefit amount and your high water mark, paid out of the stabilization reserve.

At any given point, your high water mark is the highest of:

- 1. your underlying benefit, or
- 2. your high water mark as of the previous January 1, or
- 3. if it's January 1, your underlying benefit as of the previous January 1 plus your benefit accrual for the year that just ended (before the adjustment is made).

Your underlying benefit amount (without any shore up) is adjusted each year. However, your high water mark benefit is also tracked while you are active participant in the Plan. If your benefit drops below your high water mark before your retirement, you would be immediately eligible for any shore up provided.

In the unlikely event that there was not enough in the stabilization reserve to shore up benefits, or

trustees determined it was not in the Plan’s best interests to use the stabilization reserve to maintain high water mark benefits, you would still receive your underlying benefit. The trustees will make this determination annually.

Example – Retiree Shore Up

Let’s take another look at Mike from the example in the previous section. Mike’s monthly benefit has increased to \$1,048.08. Let’s assume the following year his benefit is adjusted based on an investment return of 2%.

Mike’s underlying benefit would decrease because a 2% return is lower than the 4% target investment return:

$$\frac{\text{underlying benefit} \times (1 + \text{investment return})}{(1 + \text{target investment return})} = \text{new underlying benefit}$$
$$\frac{\$1,048.08 \times (1 + 0.02)}{(1 + 0.04)} = \$1,027.92$$

Mike’s new underlying benefit is \$1,027.92. However, \$20.16 from the stabilization reserve can be used to shore up his high water mark benefit and Mike would continue to receive \$1,048.08 per month.

Your high water mark is your highest sustainable income benefit amount to date.

Illustration – What Happens With the Benefit Over Five Years

Steve is an active participant with a contribution rate that earns benefits of \$3.43 and who works 1,800 hours a year. To keep things simpler, this example assumes no new contributions negotiated after Jan. 1, 2018 and starts with these benefits:

- sustainable income benefit as of January 1, 2025 is **\$300.00** – adjusts each year with investment returns
- traditional benefit frozen as of December 31, 2017 is **\$1,000** – is **not** adjusted with investment returns

		Benefit	High water mark
January 1, 2025 sustainable income benefit:		\$300.00	\$300.00
During 2025, Steve works 1,800 hours and adds another annual accrual to his benefit:			
		\$3.43 X 1,800 X 0.006 = \$37.04	+ \$37.04
		12/31/2025 benefit:	= \$337.04
			High water mark: \$337.04
1/1/26	If the Plan’s investments earned 9% in 2024, Steve’s \$337.04 underlying benefit will increase to \$353.25:		
	Underlying benefit	X $\frac{(1 + \text{investment return})}{(1 + \text{target investment return})}$	
	\$337.04	X $\frac{(1 + 0.09)}{(1 + 0.04)}$	= \$353.25
		plus Steve’s traditional benefit	\$1,000.00
			=
		Total:	\$1,353.25
			High water mark: \$353.25

		Benefit	High water mark
January 1, 2026 sustainable income benefit:		\$353.25	\$353.25
During 2026, Steve works 1,800 hours and adds another annual accrual to his benefit:			
	$\$3.43 \times 1,800 \times 0.006 = \37.04	+ \$37.04	High water mark: \$390.29
	12/31/2026 benefit: = \$390.29		
1/1/27	If the Plan's investments earned 4% in 2025, Steve's \$390.29 underlying benefit will not change:		
	Underlying benefit	$\times \frac{(1 + \text{investment return})}{(1 + \text{target investment return})}$	
	\$390.29	$\times \frac{(1 + 0.04)}{(1 + 0.04)}$	High water mark: \$390.29
		= \$390.29	
	plus Steve's traditional benefit	\$1,000.00	
		=	
	Total:	\$1,390.29	
January 1, 2027 sustainable income benefit:		\$390.29	\$390.29
During 2027, Steve works 1,800 hours and adds another annual accrual to his benefit:			
	$\$3.43 \times 1,800 \times 0.006 = \37.04	+ \$37.04	High water mark: \$427.33
	Total = \$427.33		
1/1/28	If the Plan's investments earned 1% in 2026, Steve's \$427.33 underlying benefit will decrease to \$415.00:		
	Underlying benefit	$\times \frac{(1 + \text{investment return})}{(1 + \text{target investment return})}$	
	\$427.33	$\times \frac{(1 + 0.01)}{(1 + 0.04)}$	High water mark: \$427.33
		= \$415.00	
	plus Steve's traditional benefit	\$1,000.00	
		=	
	Total:	\$1,427.33	
January 1, 2028 sustainable income benefit:		\$415.00	\$427.33
During 2028, Steve works 1,800 hours and adds another annual accrual to his underlying \$618.57 benefit:			
	$\$3.43 \times 1,800 \times 0.006 = \37.04	+ \$37.04	High water mark: \$452.04
	Total = \$452.04		

					Benefit	High water mark
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1/1/29 If the Plan's investments earned 6% in 2027, Steve's \$452.04 **underlying benefit** will increase to \$460.73:

$$\begin{array}{rclclcl}
 \text{Underlying benefit} & \times & \frac{(1 + \text{investment return})}{(1 + \text{target investment return})} & & & & \\
 \\
 \$452.04 & \times & \frac{(1 + 0.06)}{(1 + 0.04)} & = & \$460.73 & & \text{High water mark: } \$460.73 \\
 \\
 & & \text{plus Steve's traditional benefit} & = & \$1,000.00 & & \\
 & & \text{Total:} & = & \$1,460.73 & &
 \end{array}$$

January 1, 2029 sustainable income benefit:	\$460.73	\$460.73
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During 2029, Steve works 1,800 hours and adds another annual **accrual** to his underlying \$460.73 benefit:

$$\begin{array}{rclclcl}
 \$3.43 & \times & 1,800 & \times & 0.006 & = & \$37.04 & + & \$37.04 & & \text{High water mark: } \$497.77 \\
 & & & & \text{Total} & = & \$497.77 & & & &
 \end{array}$$

1/1/30 If the Plan's investments earned 13% in 2028, Steve's \$497.77 **underlying benefit** will increase to \$537.60:*

$$\begin{array}{rclclcl}
 \text{Underlying benefit} & \times & \frac{(1 + \text{investment return})}{(1 + \text{target investment return})} & & & & \\
 \\
 \$497.77 & \times & \frac{(1 + 0.1232)}{(1 + 0.04)} & = & \$537.60 & & \text{High water mark: } \$537.60 \\
 \\
 & & \text{plus Steve's traditional benefit} & = & \$1,000.00 & & \\
 & & \text{Total:} & = & \$1,537.60 & &
 \end{array}$$

*Benefit increases are capped at a maximum of 8% per year. When returns are greater than 12.32% (1.1232/1.04 - 1 = 8%), the benefit increase will be 8% and the returns in excess of 12.32% will be used to help build the stabilization reserve.

TRADITIONAL BENEFITS EARNED BEFORE JANUARY 1, 2018

Your retirement benefit earned before January 1, 2018 was calculated based on your Past Service Credits and Future Service Credits earned through 1968 and contributions made to the Plan on your behalf for hours of service from 1969 through 2017. Please see the chart below to estimate your benefit amount.

Period of Service	Monthly Benefit Factor		
December 31, 1961 and before	Past Service Credits	x	\$4.60
January 1, 1962 through December 31, 1964	<i>Hours Earned During the Year</i> Less Than 300 300 but less than 700 700 but less than 1,100 1,100 but less than 1,500 1,500 or more	=	None \$1.44 \$2.89 \$4.34 \$5.76
January 1, 1965 through December 31, 1968	<i>Hours Earned During the Year</i> Less Than 300 300 but less than 700 700 but less than 1,100 1,100 but less than 1,500 1,500 but less than 1,900 1,900 or more	=	None \$2.14 \$4.30 \$6.46 \$8.61 \$10.75
January 1 1969 through December 31, 1978	0.0322	x	contributions made on your behalf during this period
January 1, 1979 through December 31, 1980	0.0345	x	contributions made on your behalf during this period
January 1, 1981 through December 31, 1982	0.0353	x	contributions made on your behalf during this period
January 1, 1983 through December 31, 1985	0.0298	x	contributions made on your behalf during this period
January 1, 1986 through December 31, 1989	0.0278	x	contributions made on your behalf during this period
January 1, 1990 through December 31, 1993	0.0287	x	contributions made on your behalf during this period
January 1, 1994 through December 31, 1996	0.0274	x	contributions made on your behalf during this period
January 1, 1997 through December 31, 1998	0.0266	x	contributions made on your behalf during this period
January 1, 1999 through December 31, 1999	0.0258	x	contributions made on your behalf during this period
January 1, 2000 through December 31, 2003	0.0250	x	contributions made on your behalf during this period
January 1, 2004 through December 31, 2005	0.0150	x	contributions made on your behalf during this period
January 1, 2006 through December 31, 2006	0.0200	x	contributions made on your behalf during this period

Period of Service	Monthly Benefit Factor		
January 1, 2007 through May 31, 2009	0.0150	x	contributions made on your behalf during this period
June 1, 2009 and later	0.0100	x	contributions made on your behalf for benefit accrual during this period

WHEN YOU CAN RETIRE

Normal Retirement

Eligibility for a Normal Retirement Benefit

You are eligible for a Normal Retirement benefit:

- if you have reached age 65, retired from the industry, and are vested as described on page 4,
or
- the later of:
 - the date you reach age 65, or
 - the fifth anniversary of the date you began participating in the Plan
 or
- the date you reach age 65 and have earned five or more service credits (and none of those credits were forfeited before 1994)

Amount of Your Normal Retirement Benefit

Your Normal Retirement benefit is the monthly benefit that you have earned based on your credited service, and (for the sustainable income portion of your benefit) as adjusted with the Plan's investment returns. It is your basic benefit as calculated using the formulas and adjustments described above, and the employer contributions that have been paid on your behalf, assuming that you start your benefit at age 65 in the form of a Lifetime Only Annuity.

Your Normal Retirement benefit is adjusted if you start it at a different age or choose another payment option. However, if you have five or more service credits, you can start your unreduced benefit as early as age 62 (see Early Retirement below).

Early Retirement

Eligibility for an Early Retirement Benefit

You are eligible for an Early Retirement benefit if you:

- have retired from the industry,
- have reached age 55, **and**
- have earned five or more service credits and none of those credits were forfeited before 1994.

Amount of Your Early Retirement Benefit

Early Retirement benefits are calculated in the same manner as a Normal Retirement benefit. However, an Early Retirement benefit is then reduced as this benefit is expected to be paid over a longer period of time, starting before the normal retirement age. The amount of the reduction is based on the number of years and months that you retire before you would have been eligible for a Normal Retirement benefit. The following table shows the applicable Early Retirement factors that are applied to your Normal Retirement Benefit to determine your Early Retirement benefit for retirement effective dates beginning in 2018.

There is no reduction applied to the Normal Retirement benefit if you are age 62 or older on your Early Retirement date.

Early Retirement Age	Percentage of Normal Retirement Benefits Available at Early Retirement
65	100.00%
64	100.00%
63	100.00%
62	100.00%
61	98.00%
60	96.00%
59	93.50%
58	91.00%
57	88.50%
56	86.00%
55	83.50%

Example: Let's say you retire at age 59. You have a traditional benefit of \$800 per month and a sustainable income benefit valued at \$100 per month. The same percentage from the chart above applies to both parts of your benefit:

Traditional portion of benefit: $\$800 \times 0.935 = \748.00

Sustainable income portion of benefit: $\$100 \times 0.935 = \93.50

Total: $\$841.50$

This amount would be reduced if you elected a payment option other than the Life Only Annuity. The traditional portion of the benefit will not change but the sustainable income portion will be adjusted each year with the Plan's investment returns.

APPLYING FOR YOUR BENEFIT

When you are preparing to retire, you should allow 60 to 90 days for the application process. Call the administrative office for an application and they will also help you determine what other documentation you need to send.

Retirement Checklist

1. Request the retirement application from the administrative office.
2. Return the completed application with the required documentation to the administrative office. Include a copy of your birth certificate, your spouse or beneficiary's birth certificate and your marriage certificate and/or divorce decree, if applicable. If you cannot obtain these documents, you may provide other documents listed on the application for proof of birthdate.
3. If you had a break in service in your past service credits due to disability, military leave or working in the industry where no contributions were paid, you will need to provide a copy of your medical report, your military discharge papers or evidence of remaining in the industry to cure the break.
4. If you are eligible for retirement, the administrative office will send you an Election of Benefits form. This form will include a written explanation of the payment options available to you and the amount of monthly benefit payable under each method.

Designating a Beneficiary

Selecting a beneficiary is important, because if you die, your beneficiary will receive your J&S Annuity, 10 Year Certain and Life Annuity, or death benefit payments. You can obtain a Beneficiary Designation Form at your local union office or from the administrative office.

Retirement Effective Date

Normally, your benefits will begin on the first of the month following the later of:

- the date the administrative office receives your application and all required documentation, or
- the month in which you stop working.

If you are late in returning your application and required documentation and/or Election of Benefits, there will be a delay in the start of your pension benefits.

If you have retired, you may defer receiving your retirement benefits until a later date, but no later than age 70.5 unless you are a five percent or more owner of an employer in which case you cannot defer receiving retirement benefits even though you continue to work. If you are still working in the "industry" at age 70.5, you may choose to start receiving your monthly retirement benefits or postpone starting your retirement benefits until you actually retire.

DISABILITY RETIREMENT BENEFITS

Definition of a Disability

Total and permanent disability means that you are unable to work in the trade or within a closely related industry because of a medical condition which has been documented by your doctor and is expected to be of a long, continued, or indefinite duration.

When applying for Disability Retirement benefits, you will be required to submit sufficient medical documentation from your doctors(s) – which the trustees can use to verify your disability.

For the purpose of defining eligibility for disability, working as a plumbing inspector, mechanical inspector, or training instructor will not be classified as working within a closely related industry.

Eligibility for a Disability Retirement Benefit

You are eligible for a Disability Retirement benefit if:

- you are under 55 years of age, and
- you have earned at least five service credits, and
- you have earned at least one year of service in the 24-month period prior to applying for disability benefits, and
- you are unable to work in the trade or a closely related industry because you meet the definition of total and permanent disability as defined by the Plan, and
- you have been disabled for six months.

You may also be eligible for a Disability Retirement benefit if you worked in the states of Washington, Oregon, or Idaho, under any United Association Agreement or in other employment for the Union or other Union affiliated organization, for at least 500 hours in the 24-month period prior to the date you apply for benefits.

The Board of Trustees may waive the 24-month rule if your medical documentation confirms that the disability prevented you from earning any hours of service during the 24-month period prior to the date you apply for benefits and you have earned any hours of service during the 48-month period prior to the date you apply for benefits.

Amount of Disability Retirement Benefit

If you are eligible for a Disability Retirement benefit on or after May 31, 2005, your benefit will be equal to the Early Retirement benefit you would have been eligible to receive if you had taken early retirement at age 55 based on the benefits you have earned up to the date of your disability. For disabilities prior to May 31, 2005 please contact the administrative office.

Payment of Disability Retirement Benefits

Your effective date of disability is the first day of the month following the month in which your disability occurred, or as of the first day of the 12th month prior to the month in which you first filed an application for disability benefits, whichever is later. Your disability benefit will start on the first day of the seventh month following the effective date of disability.

Once you qualify for Disability Retirement benefits, if your application was submitted after the effective date of your disability, you can receive a retroactive benefit from the latest of:

- the first day of the seventh month after your disability started, or
- up to 12 months before the date you submitted your application.

Those retroactive payments will bear interest at the rate of 6% per year from the effective date of disability to the date the retroactive payments are paid to you. However, if you return to work following a period of disability and then become disabled again from the same condition within three years of the date you returned to work, you will not be required to wait six months before receiving Disability Retirement benefits.

If you return to work following a period of disability, you will not be able to change your form of benefit payment unless you have worked at least 500 hours or been gainfully employed for at least 12 months during the period prior to filing a new application.

Applying for Your Disability Retirement Benefit

If you qualify for a Disability Retirement benefit, follow these procedures to apply.

Retirement Checklist

1. Contact the administrative office to request the Disability Retirement benefits application.
2. Return the completed application with the required documentation to the administrative office. Include a copy of your birth certificate, your spouse or beneficiary's birth certificate (or alternative documentation of proof of birth), and your marriage certificate and/or divorce decree, if applicable as well as sufficient medical certification of total and permanent disability.
3. The administrative office will review the documents to make sure they have been filled out completely and accurately. If there is any missing information, you will be notified within 15 days of the date that the administrative office received the forms. You may receive this notice either by letter or phone call.
4. The administrative office **may** contact your doctor to obtain medical documentation and verification of your disability. If the trustees are not satisfied with the documentation provided, they may require, at the Plan's expense, medical certification by a doctor who is a qualified specialist in the illness, disorder, or injury which is the cause of your disability.
5. The trustees will make a determination of eligibility for a Disability Retirement benefit based on the documentation you and your doctors have submitted. If your application is not approved, you will receive a Notification of Adverse Benefit Determination, and you may submit an appeal according to the Plan's appeal procedures.

Proof of Birth Date Documentation

When you apply for retirement benefits you will be required to prove your date of birth using copies of one of the following documents:

- birth certificate
- valid passport
- valid driver's license which includes birthdate
- baptismal certificate
- records taken from a family Bible or other family register of births
- statement from Social Security Administration

If none of these documents are available, then copies of any two of the following are acceptable, provided the document gives your date of birth:

- life insurance policy at least five years old
- school age record
- affidavit of older relative
- voting registration record
- confirmation record
- military service record
- marriage record
- naturalization record
- census record
- other types of records at least five years old

If you are married, you will need to provide a copy of your marriage certificate.

HOW RETIREMENT BENEFITS ARE PAID

There are four forms of benefit payment options available:

- Lifetime Only Annuity,
- 100% Joint and Survivor Annuity,
- 50% Joint and Survivor Annuity, and
- 10 Year Certain and Life Annuity.

If you are single, the normal method of payment is the Lifetime Only Annuity.

If you are married, you will be paid under the 100% Annuity option. If you wish a different option or a beneficiary other than your spouse, both you and your spouse must sign a notarized consent form. You can obtain a Beneficiary Designation Form at your local union office or from the administrative office.

You are required to select a payment option before benefit payments begin. **Once your retirement benefit payment begins, you cannot change your payment choice.**

Lifetime Only Annuity - You receive a monthly benefit amount as long as you live. When you die, the benefit stops.

Joint and Survivor (J&S) Annuity - You will receive this monthly benefit for your lifetime. Depending on whether you elect a 100% or 50% J&S Annuity, when you die, your beneficiary will receive the same monthly amount (100%) or a reduced monthly amount (50%) until their death. If you choose this option, you will receive a smaller benefit amount than the Lifetime Only Annuity.

The actual amount of the reduction depends upon your age and the age of your spouse or beneficiary, and when payments begin (see examples below). The factors used to calculate J&S payments of the sustainable income portion of your benefit are subject to change each year.

If you select a beneficiary other than your spouse who is more than 10 years younger than you, then you cannot select a 100% J&S Annuity.

If your beneficiary dies before your retirement benefits begin, your J&S Annuity election will be canceled and you will be paid the amount of the Lifetime Only Annuity.

If your beneficiary dies after your retirement benefits begin, but before you die, your future benefit payments will be changed to the Lifetime Only Annuity amount (adjusted for Early Retirement, if applicable). You will not be permitted to select a new J&S Annuity beneficiary.

100% J&S Annuity Example:

Steve's monthly Life Only Annuity benefit is \$1,269.90 (\$1,113.50 traditional benefit + \$156.40 sustainable income benefit). Steve and his spouse are age 62 at retirement and elect a 100% J&S Annuity.

Traditional benefit:	$\$1,113.50 \times 0.7872 = \876.55
Sustainable income benefit:	$\$156.40 \times 0.85137^* = \133.15
Total benefit in year of retirement:	\$1,009.70
*The factor used for this purpose is updated annually and, therefore, will depend in the year you retire. This factor assumes that Steve retired in 2018.	

In retirement, the traditional portion of the benefit will remain fixed at \$876.55 and the sustainable income portion will change with investment returns, as previously described.

If Steve dies before his spouse, his spouse will receive 100% of his benefit at that time and the sustainable income portion continues to adjust each year. If Steve's spouse dies before he does, Steve's benefit increases to the amount that he would have received if he had chosen the Life Only Annuity option. In all cases, the sustainable income portion continues to adjust.

50% J&S Annuity Example:

Say Steve and his spouse elect a 50% J&S Annuity instead.

Traditional benefit:	$\$1,113.50 \times 0.8809 = \980.88
Sustainable income benefit:	$\$156.40 \times 0.91972^* = \143.84
Total benefit in year of retirement:	\$1,124.72
*The factor used for this purpose is updated annually and, therefore, will depend in the year you retire. This factor assumes that Steve retired in 2018.	

In retirement, the traditional portion of the benefit will remain fixed at \$980.88 and the sustainable income portion will change with investment returns, as previously described.

If Steve dies before his spouse, his spouse will receive 50% of his benefit at that time and the sustainable income portion continues to adjust each year. If Steve's spouse dies before he does, Steve's benefit increases to the amount that he would have received if he had chosen the Life Only Annuity option. In all cases, the sustainable income portion continues to adjust.

10 Year Certain and Life Annuity - This monthly benefit is payable for a minimum of 10 years and continues for your lifetime. If you die before you have received 120 monthly payments (10 years), your beneficiary will receive the remaining payments until 120 monthly payments have been paid – and then no additional benefits are payable. The monthly amount you receive will be smaller than if you choose the Lifetime Only Annuity.

10 Year Certain and Life Annuity Example:

Steve is age 62 at retirement and elects a 10 Year Certain and Life Annuity.

Traditional benefit:	$\$1,113.50 \times 0.9371 = \$1,043.46$
Sustainable income benefit:	$\$156.40 \times 0.98151^* = \153.51
Total benefit in year of retirement:	\$1,196.97
*The factor used for this purpose is updated annually and, therefore, will depend in the year you retire. This factor assumes that Steve retired in 2018.	

In retirement, the traditional portion of the benefit will remain fixed at \$1,043.46 and the sustainable income portion will change with investment returns, as previously described.

If Steve dies before receiving 120 monthly payments (10 years), his beneficiary will receive 100% of his benefit at that time and the sustainable income portion continues to adjust each year until a total of 120 monthly payments have been made, and then the monthly payments will stop.

Minimum Retirement Benefit

If you qualify for a Normal, Early, or Disability Retirement benefit and have at least 10 years of credited service, you will receive a minimum benefit of \$100 per month. If you retire early, your benefit will be reduced as shown in the Early Retirement benefit table on page 13 of the Summary Plan Description, or if you elect a J&S Annuity, your benefit will be reduced accordingly.

Benefits Under \$5,000 Will Be Paid in One Lump-Sum

When you retire, if your benefit is worth \$5,000 or less, your benefit will be paid automatically as a lump-sum payment. You can have the payment “rolled over” to an individual retirement account or to a new employer’s retirement plan (provided your new employer’s retirement plan permits rollovers).

DEATH BENEFITS

Death Benefit Before You Are Vested

If you die before you are vested, your beneficiary will receive a death benefit equal to \$600 multiplied by the number of your non-forfeited death benefit credits, see table below.

Lump-Sum Death Benefits

Your designated beneficiary will receive any lump-sum death benefit within 90 days of your death, provided the beneficiary completes the benefit application as required. The application can be obtained from the administrative office.

Death Benefit Table

Hours of Service During the Calendar Year	Death Benefit Credit
1962 through 1968	
Less than 300	0.00
300 but less than 700	0.25
700 but less than 1,100	0.50
1,100 but less than 1,500	0.75
1,500 or more	1.00
1969 through 1989	
Less than 300	0.00
300 but less than 700	0.25
700 but less than 1,100	0.50
1,100 but less than 1,400	0.75
1,400 or more	1.00
1990 and after	
Less than 300	0.00
300 but less than 600	0.25
600 but less than 900	0.50
900 but less than 1,200	0.75
1,200 or more	1.00
One death benefit credit is also granted for each Past Service Credit	

Death Benefit After You Are Vested, But Before Age 55

Married Participants

If you are vested, married, not receiving a retirement benefit, and you die before age 55, your spouse may choose either:

- a monthly benefit based on a 100% J&S Annuity beginning on the first day of the month following the date you would have become age 55, or
- a lump-sum benefit equal to the larger of:
 1. the present value of the monthly survivor's benefit, or
 2. \$600 multiplied by the number of your death benefit credits.

Single Participants

- If you are vested, single, not receiving a retirement benefit, and you die before age 55, your beneficiary will receive a lump-sum benefit equal to the larger of:
- the total amount of contributions made to the Plan on your behalf, or
- \$600 multiplied by the number of your death benefit credits.

Death Benefit After You Are Vested and After Age 55

Married Participants

If you are vested, married, not receiving retirement benefits, and you die after age 55, your spouse will receive a lump-sum death benefit of \$600 multiplied by your death benefit credits. In addition, your spouse will receive a monthly benefit equal to the monthly benefit you would have received if you had retired on the first day of the month following the month in which you died, with a 100% J&S Annuity option in effect.

Single Participants

If you are vested, single, not receiving retirement benefits, and you die after age 55, your beneficiary will receive a lump-sum death benefit of \$600 multiplied by your death benefit credits. In addition, your beneficiary will receive the total amount of contributions made to the Plan on your behalf.

Benefits Under \$5,000 Will Be Paid in One Lump-Sum

If your monthly death benefit is worth \$5,000 or less, it will be paid automatically as a lump-sum payment. The payment can be "rolled over" to an individual retirement account or to another retirement plan in which your beneficiary participates (provided the retirement plan permits rollovers).

Death Benefits After Retirement

If you die after you retire, the lump-sum death benefit payable to your beneficiary will be \$600 for each death benefit credit and reduced by the following amounts:

- any retirement benefits paid to you under the Plan, or
- if you retired under a J&S Annuity option, the retirement benefits you would have been paid if you had elected the Lifetime Only Annuity option.

Death Benefits Without a Beneficiary

If you die and you have not designated a beneficiary, benefits will be paid to your spouse. If you are single, the lump-sum death benefit will be paid to other relatives as described in Section 12.06(c) Designation of Alternate Beneficiaries at Death on page 50 of the Plan Document.

Application for Death Benefits

Your spouse or other beneficiary must apply in writing to receive benefits. An application form may be obtained from your local union or the administration office. A certified copy of the participant's death certificate and any other documentation the trustees request must be submitted with the application.

When Death Benefit Payments Begin

Your qualified beneficiary's benefits will begin on the first day of the month following the month after you died.

SUSPENSION OR TERMINATION OF BENEFITS

Once you begin receiving retirement benefits, the benefits will usually continue for the rest of your life, or you and your beneficiary's lives, if you have selected a J&S Annuity option. Usually, the only time your benefits will be suspended will be if you work in the industry or a closely related industry after you have retired.

Suspension of Benefits Before Age 65

If you are a retired participant under age 65 and you work 40 hours or more in any calendar month in the trade or a closely related industry in any geographic area, except as a plumbing inspector, mechanical inspector, or training instructor, then your retirement benefit will be permanently withheld for that month.

Suspension of Benefits After Age 65

If you are a retired participant over age 65 and less than age 70.5 and work 40 or more hours in any calendar month while employed in the trade in the states of Washington, Oregon, or Idaho, then your retirement benefits or those months will be permanently withheld.

No Suspension of Normal or Early Benefits After Age 70.5

If you are over age 70.5, benefits cannot be suspended for returning to work – no matter how many hours you work in a month.

Suspension of Disability Retirement Benefits Before Age 65

If you retired because of disability and you are under age 65, you will not be entitled to a retirement benefit for any month you were actively employed for one or more days in the trade or within a closely related industry, except as a plumbing inspector, mechanical inspector, or training instructor.

Termination of Disability Retirement Benefits

If you do not provide continued medical certification of the disabling condition when requested by the Trustees, or if you recover from your disabling condition before your 55th birthday, your Disability Retirement benefit under the Plan stops on the last day of the month in which you fail to provide the requested information or your condition no longer meet the Plan's definition of disability.

Notice of Termination/Suspension

No benefit payment will be withheld until you are notified in writing. Your benefit payment will be withheld beginning the first month in which notice was given. This notification will include:

1. a description of the specific reasons for the suspension,
2. the Plan provision relating to the suspension,
3. a copy of the applicable Plan provisions,
4. a reference to the applicable Department of Labor regulations,
5. the Plan's procedures for review,
6. the procedure for notifying the administrative office of your termination of covered employment, and
7. an explanation of when and how your benefits will be withheld.

Verification of Status

At the request of the Board of Trustees, any retired participant must provide sufficient factual information as determined by the Trustees, that they are not employed in a type of job that could cause benefits to be suspended. If the requested information is not forwarded to the administrative office within 30 days, then future benefit payments may be withheld until the requested information is received.

IF YOUR APPLICATION FOR EARLY OR NORMAL BENEFITS IS DENIED

If your application for benefits is denied, you will receive a written Adverse Benefit Determination (ABD) from the administrative office within 90 days or 180 days if an extension is needed to obtain additional documentation after the administrative office receives your application. The administrative office will notify you in writing if an extension is required. The ABD will provide the following information:

1. the specific reasons for the denial,
2. the specific references to the Plan provisions upon which the denial is based,
3. a description of any additional materials or information you need to have your claim approved and the reasons this is necessary, and
4. an explanation of the Plan's claim appeal/review procedures, the time limits applicable to those procedures and a statement of your right to bring a civil action under section 502(a) of ERISA.

Appealing an Adverse Early or Normal Benefit Determination

You will then have 90 days after you receive the ABD to file an appeal with the administrative office.

Your appeal should be in writing and should contain in clear and concise terms your reasons for disputing the denial. Your appeal request should contain all documents, records, or other information to support your claim. Upon your request you will be provided – free of charge – reasonable access to and copies of all documents, records, and other information used by the trustees to make their determination.

Review of Adverse Early or Normal Benefit Determination

The Board of Trustees will review your appeal as if this is the first review with no prior determination. The appeal will be reviewed at the next regularly scheduled Board of Trustees meeting unless your appeal was received by the administrative office within 30 days of the meeting. In that case the determination by the Board shall be made at its second meeting after receipt of your appeal. If special circumstances require a further extension of time for processing, the determination by the Board shall be made at its third meeting after receipt of your appeal. However, the administrative office will notify you in writing of the date of that Board meeting and describe the special circumstances.

The administrative office will notify you of the benefit determination no later than five days after the Board's determination of your appeal.

Use and Relevance of Claims Procedures

The above claims procedures relate to all claims for benefits under the Plan except for disability benefits. The claim procedures for disability benefits are summarized below and described on page 16, under "Applying for Your Disability Retirement Benefit." The claims procedures described above are applicable to a participant or a beneficiary of a participant who has a claim for a Normal, Early, or Death benefit. A participant or beneficiary who has a claim must exhaust the claim appeal procedures under the Plan before filing a lawsuit.

IF YOUR APPLICATION FOR DISABILITY RETIREMENT IS DENIED

If your application for Disability Retirement benefits is denied, you will receive an Adverse Benefit Determination (ABD) from the administrative office within 45 days after the receipt of your application. If the administrative office needs additional time to process your application, you will be asked to approve a 30-day extension period before the end of the first 45-day period. This may occur if the administrative office is waiting on medical documentation from your doctors(s). If the administrative office still does not receive the necessary information during the 30-day extension period, one additional 30-day extension may be requested before the first 30-day extension ends.

The ABD will provide the following information:

1. the specific reasons for the denial,
2. specific references to the Plan provisions upon which the denial is based,
3. a description of any additional materials or information you need to have your claim approved and the reason this is necessary, and
4. an explanation of the Plan's claim appeal/review procedures, the time limits applicable to those procedures, and a statement of your right to bring a civil action under section 502(a) of ERISA.

Appealing an Adverse Disability Benefit Determination

You have 180 days after you receive the ABD to file an appeal with the administrative office.

Your appeal should be in writing and should contain in clear and concise terms your reasons for disputing the denial. Your appeal request should contain all documents, records, or other information to support your claim. Upon your request you will be provided – free of charge – reasonable access to and copies of all documents, records, and other information used by the trustees to make their determination.

Review of Adverse Disability Benefit Determination

The Board of Trustees will review your appeal as if this is the first review with no prior determination. The appeal will be reviewed at the next regularly scheduled Board of Trustees meeting unless your appeal was received by the administrative office within 30 days of the meeting. In that case, the determination by the Board shall be made at its second meeting after receipt of your appeal. If special circumstances require a further extension of time for processing, the determination by the Board shall be made at its third meeting after receipt of your appeal. However, the administrative office will notify you in writing of the date of that Board meeting and describe the special circumstances.

The administrative office will notify you of the benefit determination no later than five days after the Board's determination of your appeal.

Use and Relevance of Disability Claims Procedures

The claims procedures described above are applicable to a participant who has an application for a Disability Retirement benefit under the Plan. A participant who has a disability application for benefits under the Plan must exhaust the claim procedures under the Plan before filing a lawsuit.

ASSIGNMENT OF BENEFITS

Under the Plan, your benefits generally cannot be assigned, sold, transferred, or encumbered. Nor can your benefits be subject to debts. Benefits cannot be subject to attachment, garnishment, or any other legal process. Enforcement of a Qualified Domestic Relations Order (QDRO) is allowed.

DEDUCTION FOR TAXES

The trustees may withhold any taxes required by law from your benefit payments.

FAMILY MEDICAL LEAVE ACT (FMLA)

See Appendix A of the Plan Document on page 62.

OVERPAYMENT OF BENEFITS

At their discretion, the trustees may offset against any future payment(s) any payment made in error, made for a month where a benefit payment was not payable, or any payment suspended or able to be suspended.

RECIPROCITY

The trustees have reciprocal agreements with other pension plans to allow you to have contributions earned in those areas transferred to this Plan. Service credit in those areas may also count to vest benefits in this Plan. If you have questions about this, contact the administrative office.

UNCLAIMED BENEFITS

If the trustees, whether before or after the termination of the Plan, are unable to locate any person entitled to receive any benefit under the Plan, a record will be maintained for the accumulated amount of benefits.

UNIFORMED SERVICE EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Under USERRA, certain periods of United States military service (including active duty for training) may be used to prevent a break in service or for benefit accrual and vesting. You must notify your employer before taking a leave (unless precluded by military necessity or other reasonable cause). You should indicate how long you expect to be gone.

Upon honorable release from military duty, you must apply for reemployment by these deadlines:

- less than 31 days' military service - apply immediately, taking into account safe transportation plus an 8-hour rest period,
- 31 to 180 days' military service - apply within 14 days,
- more than 180 days' military service - apply within 90 days.

These reemployment deadlines may be extended for periods during which you are hospitalized or convalescing (but not for longer than two years).

If you are otherwise qualified for disability benefits under the Plan, you must apply for those benefits within three months after your honorable release from military duty.

To ensure proper credited service under USERRA, you should notify the administrative office upon taking military leave, and upon applying for reemployment following leave.

Funding to provide benefits for periods of qualified military service will be a Plan expense. Contributions for qualified military service will be based on your average hours of service during the 12-month period immediately preceding the qualified military service, or, if shorter, the period of employment immediately preceding your qualified military service.

USERRA only applies to reemployment after December 11, 1994. For information on military service before that date, and for further details on service under USERRA, please contact the administrative office.

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

A Qualified Domestic Relations Order is a judgment, decree, or order that relates to child support, alimony payments, or marital property rights. If you begin divorce proceedings, check with the administration office for more information about a QDRO and request a sample QDRO to provide to your attorney if needed.

CONTIGUOUS SERVICE EXAMPLES

The following examples show how hours are counted when you work in a non-covered position with a participating employer:

- you work for a participating employer in a position not covered by the collective bargaining agreement of this Plan. You then move to a position with the same employer that is covered by the collective bargaining agreement. As you are still working for the same employer, the hours that you worked in the non-covered position will be counted towards vesting, but will not provide any benefit credit.
- you work for a participating employer in a position covered by the collective bargaining agreement for four years. You then move into a management position which is not covered by the collective bargaining agreement. As you are still working for the same employer the hours worked in the non-covered position can be used towards hours needed to meet the vesting requirement, but will not provide any benefit credit.

ADMINISTRATIVE FACTS

Plan Name

Washington State Plumbing and Pipefitting Industry Pension Plan, referred to as “the Plan.”

Type of Plan

This is a Defined Benefit Plan. The effective date of this Plan was January 1, 1962 and the Plan has been amended since that date.

Plan Year

Begins January 1 and ends December 31.

Plan Numbers

The Employer Identification Number assigned to the Plan by the IRS is: 91-6029141

The Plan Number is: 001

Plan Sponsor and Plan Administrator – Board of Trustees

The Plan is sponsored and administered by a joint Labor-Management Board of Trustees with the assistance of Zenith American Solutions, a contract administration organization.

Name, Address, and Telephone Number of the Board of Trustees

Board of Trustees

Washington State Plumbing and Pipefitting Industry Pension Plan

11724 NE 195th Street, Suite 300

Bothell, WA 98011-8242

(206) 352-9728 / (888) 406-3246

BOARD OF TRUSTEES

MANAGEMENT TRUSTEES

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Kennewick, WA 99336

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McClintock & Turk, Inc.
516 N Sycamore
Spokane, WA 99220

LABOR TRUSTEES

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595 Monster Rd SW, Suite 213
Renton, WA 98057-2946

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U.A. Local 26
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Randy Walli
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PLAN ADVISORS

ACTUARY

Milliman
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Seattle, WA 98101-2635

ATTORNEY

Turner, Stoeve & Gagliardi, P.S.
201 West North River Drive, Suite 190
Spokane, WA 99201

COLLECTION ATTORNEY

McKenzie Rothwell Barlow & Korpi P.S.
1325 Fourth Avenue, Suite 910
Seattle, WA 98101-2573

INVESTMENT CONSULTANT

Verus
800 Fifth Avenue, Suite 3900
Seattle, WA 98104-3176

If You Have Questions or Need Assistance Contact the Administrative Agent (Administration Office)

Zenith American Solutions
11724 NE 195th Street, Suite 300
Bothell, WA 98011-4896
(206) 352-9728 / (888) 406-8242
(206) 298-3422 (fax)

Participating Employers and Unions

A list of participating employers and labor organizations may be obtained upon written request, at the address listed above.

Agent for Service of Legal Process

Legal matters should be directed to:
Turner, Stoeve & Gagliardi, P.S.
201 West North River Drive, Suite 190
Spokane, WA 99201

Any member of the Board of Trustees or the Administrative Agent may also accept service of legal process on behalf of the Plan.

Collective Bargaining Agreements

This Plan is maintained under several Collective Bargaining Agreements between contributing employers and the U.A. Local Unions. You can receive a copy by writing the administration office or at your local union.

Funding Info

This Plan is funded by your employer's contributions. The hourly rate of your employer's contribution is determined through a Collective Bargaining Agreement with the union and contributing employers, or a Special Agreement with the trustees. You are not permitted to contribute to the Plan. These funds are used for the payment of benefits and administrative expenses.

Termination or Amendment of the Plan

The Plan will remain in full force and effect until terminated by the action of the trustees. The trustees may amend or terminate the Plan for any reason at any time. Although the union and the contributing employers expect the Plan to continue indefinitely, in the event the Plan is terminated each participant will be fully vested in their accrued benefit under the Plan to the extent the benefits are funded. The order in which assets will be allocated under the Plan will be determined by the Plan provisions and by Federal Law.

Benefit Guarantee (PBGC Insurance)

In the event this Plan is terminated, your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal Insurance Agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law.

Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

- 100% of the first \$11 of the monthly benefit accrual rate, and
- 75% of the next \$33.

The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers:

- Normal and Early Retirement benefits,
- Disability Retirement benefits if you become disabled before the plan becomes insolvent, and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law,
- benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of the date the plan terminates or the time the plan becomes insolvent,
- benefits that are not vested because you have not worked long enough,
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent, and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Administrative Agent or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the Federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000.

Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

YOUR RETIREMENT PLAN AND ERISA

As a participant in the Washington State Plumbing and Pipefitting Industry Pension Plan you are entitled to rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan administrator's office and at other specified locations, such as union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive the Plan's Annual Funding Notice, which summarizes the Plan's financial position. The Plan administrator is required by law to furnish each participant with a copy of this notice.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforcing Your Rights

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

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may request review by the Board of Trustees pursuant to the claims appeal procedures described in the Plan. After you exhaust the Plan's claim appeal procedure, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are

discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (if, for example, it finds your claim is frivolous).

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Administrative Agent. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, located at:

Employee Benefits Security Administration
Seattle District Office
1111 Third Avenue, Suite 860
MIDCOM Tower
Seattle, WA 98101-3212
Phone: (206) 553-4244
Fax: (206) 553-0913

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline (866) 444-3272, or at www.dol.gov/ebsa.

PLAN DOCUMENT OF THE WASHINGTON STATE PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN

Including Amendments Adopted Through January 1, 2018.

This booklet summarizes the Pension Plan of the Washington State Plumbing and Pipefitting Industry Pension Plan as of January 1, 2018. If you ended covered employment or retired before January 1, 2018 you should consult the booklet that summarizes the Plan Document (including notices of changes) in effect at that time.

**AMENDMENT NO. 1 TO THE
WASHINGTON STATE PLUMBING & PIPEFITTING
INDUSTRY PENSION PLAN
JANUARY 1, 2015 RESTATEMENT**

Effective January 1, 2015, Plan Section 1.02 is amended as follows:

1.02 RESTATED PLAN

This Plan, effective January 1, 2015, is a restated and revised pension plan which amends a Plan originally established as of January 1, 1962, and which was subsequently amended from time to time after that date.

Effective January 1, 2015, Plan Section 1.03 is amended as follows:

1.03 EFFECTIVE DATE

The Plan commenced on, and its original Effective Date is January 1, 1962. The Plan has been amended and restated at various times since its commencement. The most recent Restatement of the Plan is January 1, 2015. A Participant's participation, eligibility for benefits, benefits, and other rights under the Plan shall be determined by the provisions of the Plan that are in effect at the date his/her rights under the Plan are to be determined, which generally will be the date of his/her termination of employment, retirement or death.

Effective January 1, 2007, in accordance with the Pension Protection Act (PPA) of 2006, Plan Section 11.02(a) is amended as follows:

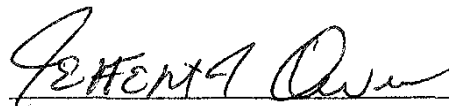
11.2 ELECTION OF TYPE OF BENEFITS AND CONSENTS.

- (a) Time of Consent or Election.
- (b) Any election or consent by a Participant or the Participant's spouse or Beneficiary under Section 6 to waive the normal retirement benefit, and elect any other form of retirement benefit under the Plan, or once having made such an election to revoke that election and elect some other form of benefit, must be made in writing during the 180-day period ending on the date of the commencement of payment of benefits.

Adopted by action of the Board of Trustees this 21st day of July, 2015.



Chairman



Secretary

WASHINGTON STATE PLUMBING AND PIPEFITTING INDUSTRY PENSION PLAN

PLAN DOCUMENT

Restated and Adopted as of January 1, 2018

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SECTION 1.
Name and Effective Date

1.01 NAME

The name of this Pension Plan is the Washington State Plumbing & Pipefitting Industry Pension Plan. For brevity, the term "Plan" is used herein to refer to such pension plan.

1.02 RESTATED PLAN.

This Plan Document, effective January 1, 2018, is a restated and revised pension plan which amends a Plan originally established as of January 1, 1962, and which has been subsequently amended from time to time after that date.

1.03 EFFECTIVE DATE.

The Plan commenced on, and its original Effective Date is January 1, 1962. The Plan has been amended and restated at various times since its commencement. The most recent Restatement of the Plan prior to this Restatement was January 1, 2015. A Participant's participation, eligibility for benefits, benefits, and other rights under the Plan shall be determined by the provisions of the Plan that are in effect at the date his/her rights under the Plan are to be determined, which generally will be the date of his/her termination of employment, retirement or death.

SECTION 2.
General Definitions

2.01 BENEFICIARY means any person who is receiving any benefits under the Plan.

2.02 BOARD means the Board of Trustees of the Washington State Plumbing & Pipefitting Industry Pension Trust.

2.03 COLLECTIVE BARGAINING AGREEMENT means any labor agreement between a Union and an Employer, which requires or has required the Employer to make contribution to the Trust Fund for the benefit of its employees.

2.04 CONTIGUOUS NON-COVERED SERVICE means service by a Participant for an Employer in a work category for which no Contributions are required to be made to the Plan, and that non-covered service precedes or follows Covered Employment with that particular Employer and no quit, discharge or retirement occurs between such Covered Employment and non-covered service with that particular Employer.

2.05 CONTRIBUTIONS mean the amounts payable to the Plan by Employers.

2.06 COVERED EMPLOYMENT means:

(a) Prior to January 1, 1962:

- (i) Employment in the Industry as defined in the Collective Bargaining Agreement; or
 - (ii) Employment by the Union or its affiliated Locals as provided herein; or
 - (iii) Service in the Armed Forces of the United States under Selective Service, or during a war, or international police action, if service was entered from Covered Employment as defined herein.
- (b) After January 1, 1962: Employment by an Employer, as defined herein, who has satisfied the requirements of participation as established by the Board and who has expressly or impliedly agreed to be bound by the terms of the Plan and Trust Agreement and who is paying into the Trust Fund for the benefit of Employees under the terms and provisions of the Plan and Trust Agreement.

2.07 EMPLOYER means any corporation, business organization, individual or association who has duly executed a Collective Bargaining Agreement with the Union, who was as of January 1, 1962, required, or has since become and is now required, or who hereafter may be required, to make payments into the Trust Fund or who satisfies requirements for participation herein as established by the Board and agrees to be bound by the terms of the Plan and Trust Agreement.

2.08 EMPLOYEE means any employee of any Employer whose work or work classification is covered by a Collective Bargaining Agreement with the Union and for whom Contributions are made to this Plan. The Trustees shall have the authority to establish the rules and regulations to determine when, and to what extent, Employees who are stockholders, officers or directors of closely-held corporations are working in classifications covered by a Collective Bargaining Agreement. The term shall also include employees of any of the following if their employers elect to include such employees as Participants in this Plan: full time salaried employees of the Union, Health and Welfare Trust, the Apprentice Training Fund, the Vacation Trust, the Washington State Association of the U.A., this Trust or any other council, group or board established or formed as a result of a Collective Bargaining Agreement between any one or all of the Unions and any Employer, any full time salaried Coordinator of the Seattle Area Joint Apprenticeship and Training Fund; and at the discretion of the Trustees, any other employee working in a capacity that associates the Employee with the plumbing and pipefitting industry. If the Union, this Trust or other above-named entity makes contributions for those employees based on their salaries or wages, those contributions shall be on the same basis as provided for other Employees in the Plan and Trust Agreement.

2.09 HOUR OF SERVICE means the following:

- (a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer during the applicable computation period.
- (b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence,
 - (i) Except for qualified military service in conformity with Section 13.11 of the Plan, no more than 501 Hours of Service are required to be credited under this paragraph to an Employee on account of any single continuous period during which the employee

- performs no duties (whether or not such period occurs in a single computation period);
- (ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workmen's compensation, or unemployment compensation or disability insurance laws; and
- (iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this paragraph, a payment shall be deemed to be made by or due from an Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

- (c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under Paragraph (a) or Paragraph (b), as the case may be, and under this paragraph.
- (d) Each hour of Contiguous Non-Covered Service.

The determination of Hours of Service for reasons other than the performance of duties, and the crediting of Hours of Service to computation periods shall be in accordance with the Department of Labor Regulations 2530.200b-2(b) and (c).

No Hours of Service prior to January 1, 1962, shall be granted to any Participant except for periods for which a Past Service Credit is awarded.

2.10 NORMAL RETIREMENT AGE means the earlier of:

- (a) The time a Participant attains 65 years of age and is Vested; or
- (b) The later of:
 - (i) The time a Participant reaches age 65, or
 - (ii) The fifth anniversary of the time a Participant began participation in the Plan; or
- (c) The time when a Participant has reached 65 years of age and has earned five or more Service Credits, not taking into consideration any Service Credits that have been forfeited prior to the effective date of this subparagraph (c) which is January 1, 1994.

The beginning date for calculating a Participant's anniversary of participation in the Plan, shall be the later of (A) his/her initial participation date in the Plan, or (B) his/her reentry date as a Participant after a Break in Service being established as set forth in Section 9.02.

- 2.11 PARTICIPANT** means any Employee, or anyone else, either of whom has accumulated at least one Hour of Service under the Plan. A person shall first become a Participant when he/she performs an Hour of Service for an Employer which obligates that Employer to make Contributions for him/her to the Plan under the terms of a Collective Bargaining Agreement. However, subject to the exception below, no one shall be deemed a Participant at the end of any Plan Year if he/she has not to that date accumulated at least 300 Hours of Service in any one Plan Year which have not been lost because of a Break in Service.

If any person's Hours of Service were earned while a Visitor, as that term is defined below, then he/she shall not be deemed a Participant until he/she has accumulated in any one Plan Year, which have not been lost because of a Break in Service, at least 870 Hours of Service.

"Visitor" shall be defined as a person who is working in the jurisdiction of the Union under dispatch from a local other than those set forth in Section 2.21.

- 2.12 PLAN** means this Pension Plan, together with all amendments which hereafter may be adopted by the Trustees.
- 2.13 PLAN YEAR** means any calendar year subsequent to the calendar year 1961.
- 2.14 RETIRED EMPLOYEE OR PARTICIPANT** means any Participant who has terminated his/her employment and is receiving retirement benefits under the Plan.
- 2.15 SERVICE CREDITS** means the sum of an Employee's Past Service Credits, if any, and the Employee's Future Service Credits.
- 2.16 TRUST** means the Washington State Plumbing & Pipefitting Industry Pension Trust, as originally established on December 31, 1961, pursuant to an amendment to a Collective Bargaining Agreement on September 9, 1961, between certain Employers and the Union, and as from time to time subsequently amended and as hereafter may be amended.
- 2.17 TRUSTEES** means the trustees of the Trust identified in Section 2.16.
- 2.18 TRUST AGREEMENT** means that certain agreement executed on December 31, 1961, effective as of January 1, 1962, between the Board of Negotiators of the Washington State Plumbing & Pipefitting Industry and the Washington State Association of the U.A., and as from time to time subsequently amended and as hereafter may be amended.
- 2.19 TRUST FUND** means all property and money held by the Board pursuant to the Trust Agreement.
- 2.20 U.A.** means, and is the abbreviation for, the United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, AFL-CIO.
- 2.21 UNION** means Local 32, Local 598 and the Plumbing & Pipefitting Council of the Northwest ("PPC") representing Locals 26 and 44. All those Locals are affiliated with the U.A.
- 2.22 WASHINGTON STATE ASSOCIATION** means that certain organization of Local Unions of the U.A. that have, or have had, their home offices in the State of Washington.

2.23 WORKING OR REMAINING IN THE INDUSTRY OR IN A CLOSELY-RELATED INDUSTRY means:

- (a) Working as a plumbing inspector, mechanical inspector, or training instructor,
- (b) Persons actively engaged principally in the supervision of plumbing and pipefitting work,
- (c) Any employee of a governmental agency or quasi-governmental agency whose work category, but for the fact that he/she is working for such agency, would be within the jurisdiction of a local affiliated with the U.A.,
- (d) Any person whose work category was, or would be, within the jurisdiction of a local affiliated with the U.A., but for whom contributions were not made to this Plan while working in that category, or
- (e) Working for any local union affiliated with the U.A.

2.24 YEAR OF SERVICE after December 31, 1961 means a Plan Year in which a Participant earns at least 870 Hours of Service and Year of Service prior to January 1, 1962, means a calendar year for which a Participant has earned a Past Service Credit. Whole or fractional Years of Service shall be earned on the basis of earning the following Hours of Service in a Plan Year:

Hours of Service Earned	
<u>During the Plan Year</u>	<u>Years of Service</u>
Less than 300	.00
300 but less than 500	.25
500 but less than 870	.50
870 or more	1.00

2.25 OMITTED CONTRIBUTIONS means:

- (a) Prior to January 1, 1982: OMITTED CONTRIBUTIONS means a Contribution that should have been made to the plan by an Employer for a Participant while that Participant was working in Covered Employment after December 31, 1979, and prior to January 1, 1982, but was not made because the Employer was deemed to be insolvent. Only those Hours of Service incurred within three months before an Employer is deemed to be insolvent shall be "Omitted Contributions." If any Participant consents to, or has knowledge of, a method of payment of compensation or fringe benefits to him/her which is contrary to the terms of any applicable Collective Bargaining Agreements, then the Participant will have no right to later claim that as a result he/she should be credited with Omitted Contributions from that Employer.
- (b) After December 31, 1981: OMITTED CONTRIBUTIONS means a Contribution that should have been made to the Plan by an Employer for a Participant while that Participant was working in Covered Employment after December 31, 1981, but for any reason was not made by that Employer.

2.26 QUALIFIED DOMESTIC RELATIONS ORDER means a domestic relations order of a state court that conforms to the requirements of Section 414(p) of the Internal Revenue Code and any regulations thereunder and which provides for child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of a Participant and which recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the

benefits payable to a Participant under the Plan, contains certain required information, does not alter the amount or form of benefits otherwise payable under the Plan, and does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under a previous Qualified Domestic Relations Order.

2.27 ALTERNATE PAYEE means a person who is entitled to payment of benefits under the Plan in conformity with the provisions of a Qualified Domestic Relations Order.

2.28 PRESENT VALUE means:

(a) For benefits earned before January 1, 2018, the actuarial equivalent of a payment or series of payments of equal present value, when computed on the following basis. The interest rate used shall be the “applicable interest rate” described in subparagraph 417(e)(3)(C) of the Internal Revenue Code for the month of November immediately preceding the calendar year in which the distribution is made, and the mortality table shall be the “applicable mortality table” described in subparagraph 417(e)(3)(B) of the Code.

(b) For benefits earned on and after January 1, 2018, the actuarial equivalent of a payment or series of payments of equal present value, when computed on the following basis. The interest rate shall be the Hurdle Rate, and the mortality table shall be the “applicable mortality table” described in subparagraph 417(e)(3)(B) of the Code.

2.29 SPOUSE means a person to whom a Participant is legally married. Spouse shall include an individual married to a person of the same sex if the individuals are legally married under a state law authorizing the marriage of the two individuals of the same sex, even if the married couple is domiciled in a state that does not recognize the validity of same sex marriages.

2.30 INDUSTRY means any type of work in which signatory employers are engaged.

SECTION 3.

Definitions of Past and Future Service Credits

3.01 PAST SERVICE CREDIT.

(a) Eligibility.

Any Participant shall be eligible to receive Past Service Credit, if he/she has completed one hour of Covered Employment after December 31, 1959, and before January 1, 1962, for an Employer who had in effect a Collective Bargaining Agreement with a Local which was a member of the Washington State Association and if at the time of completion of that one hour, he/she was a member of a Local affiliated with the Washington State Association, or he/she was a non-Union employee whose work or work classification was covered by a Collective Bargaining Agreement with a Local affiliated with the Washington State Association.

(b) Computation.

Any Participant who has satisfied the eligibility requirements set forth in Paragraph (a) above shall receive one Past Service Credit for each calendar year that he/she satisfied both

Paragraphs (i) and (ii) below:

- (i) The Participant was a member of a Local affiliated with the Washington State Association, or if a non-Union employee, the Participant was employed by an Employer in a work classification which was covered by a Collective Bargaining Agreement with the Union; and
- (ii) The Participant worked at least one day for any Employer in the Industry in a work category covered by a Collective Bargaining Agreement whether or not such Employer had in effect a Collective Bargaining Agreement with a Local which was a member of the Washington State Association.

In making this computation, an Employee shall only receive credit for his/her last period of continuous Covered Employment. For this purpose, continuous Covered Employment means Covered Employment prior to January 1, 1962, that is not interrupted by a calendar year during which such Participant failed to work in Covered Employment one full day unless that failure was for either of the causes set forth in Section 9.03(a) or 9.03(b). No Participant shall receive more than ten Past Service Credits.

(c) **"Collective Bargaining Agreement".**

As used in this Section 3.01 "Collective Bargaining Agreement" shall be defined as a collective bargaining agreement in the building and construction trades only.

3.02 FUTURE SERVICE CREDIT.

Future Service Credit shall be credit earned for a period of service of an Employee beginning on or after January 1, 1962. For each Plan Year in which an Employee has earned Hours of Service he/she shall receive, for vesting purposes and for the purposes of calculating eligibility for retirement benefits, the whole or fractional Future Service Credits determined under Schedule 1 below; or in the alternative, his/her Future Service Credits may be calculated in accordance with Schedule 2 below. However, for the Plan Years 1962 through 1968, Future Service Credits for benefit calculations shall only be those Hours of Service for which Employer Contributions have been made to the Plan.

(a) **Schedule 1.**

Hours of Service Earned <u>During the Plan Year</u>	<u>Future Service Credit</u>
Less than 300	.00
300 but less than 500	.25
500 but less than 870	.50
870 or more	1.00

(b) **Schedule 2.**

- (i) All Hours of Service for which Contributions have been made during the calendar years 1962 through 1968 shall be added together and divided by 1,500.
- (ii) All Hours of Service for which Contributions have been made for 1969 and subsequent

years shall be added together and divided by 1,400.

- (iii) The quotients obtained in sub-paragraphs (i) and (ii) above shall be added together to determine a Participant's Future Service Credits under this alternative method of computation.
- (iv) Provided, this Schedule 2 method of computing eligibility for retirement benefits and for vesting may only be used when a Participant, who is otherwise eligible for benefits as set forth in Section 4 of this Plan, has:
 - (1) If applying for Disability Retirement Benefits because of a disability incurred after January 1, 1981, at least five years of continuous service, or
 - (2) If applying for other retirement benefits,
 - (A) at least ten years of continuous service; or
 - (B) at least five (5) years of continuous service ending after December 31, 1993.

Continuous service shall be defined for this sub-paragraph as five or ten calendar years, as the case may be, which have not been interrupted by a Break in Service as defined in the Plan, made up of Years of Service prior to January 1, 1962, and/or Plan Years after December 31, 1961, in which the Participant has earned at least one Hour of Service.

SECTION 4. **Eligibility for Retirement Benefits**

4.01 NORMAL RETIREMENT BENEFITS.

(a) Eligibility.

A Participant shall be eligible for Normal Retirement Benefits the first day of the month next following the month in which he/she retires or the first day of the month following the month in which he/she files application with the Board, whichever is later, and provided he/she has then attained Normal Retirement Age as defined in Section 2.10 of this Plan.

(b) Commencement - Participant Who Has Retired.

A Participant who has retired shall begin to receive his Normal Retirement Benefits as of the month in which he/she is eligible as set forth above in (a).

(c) Commencement - Non-Retired Participant.

(i) Five Percent Owner.

If a Participant is a 5% owner as defined in Section 416 of the Internal Revenue Code and is eligible to receive his Normal Retirement Benefits, but has not retired,

then the Participant's benefits shall commence as of the first day of the month following the month in which he/she reaches 70-1/2 years of age.

(ii) **Non-Five Percent Owner.**

If a Participant who is not receiving benefits under the Plan, is eligible to receive his/her Normal Retirement Benefits, and has reached the age of 70-1/2 years after December 31, 1995, but has not retired, then he/she shall have the option to begin receiving benefits beginning as of the first day of the month following the month in which he/she reaches 70-1/2 years of age or to defer those benefits to no later than the first day of the month following the month in which he/she retires. Once a Participant who has not retired, has elected to begin to receive those benefits he/she may not elect to defer payment of those benefits in the future.

4.02 EARLY RETIREMENT BENEFITS.

A Participant shall be eligible for Early Retirement Benefits on the first day of the month next following the month in which he/she retires or the first day of the month following the month in which he/she files application with the Board, whichever is later, and provided he/she has:

- (a) Reached 55 years of age, and
- (b) Earned 5 or more Service Credits, not taking into consideration any Service Credits that have been forfeited prior to the effective date of this subparagraph (b) which is January 1, 1994.

4.03 DISABILITY RETIREMENT BENEFITS.

(a) **Eligibility.**

After May 31, 2005, a Participant must be under 55 years of age to be eligible for Disability Retirement Benefits and once he reaches 55 years of age, he/she will be treated as an early retiree. Any Participant who is otherwise eligible for Disability Retirement Benefits and is 55 years of age or older must apply for early retirement benefits.

A Participant shall be eligible for Disability Retirement Benefits if he/she has made application therefore, sustained a total and permanent disability accepted as such by the Board and satisfied the requirements of subparagraph (i). The Participant must also satisfy the requirements of either subparagraph (ii) or (iii), and also (iv) or (v), below:

- (i) the Participant has earned 5 or more Service Credits; and,
- (ii) If the Participant has submitted his/her application for Disability retirement after December 31, 2003, the following shall apply to determine eligibility:
 - (1) A. The Participant has worked in Covered Employment (including working outside the area under the terms of a reciprocal agreement and contributions on his/her behalf are received by the Plan) and/or Contiguous Non-Covered

Service and earned at least one Year of Service in the twenty-four-month period prior to the date in which he/she first applies for disability benefits; or

- (1) B. The Board of Trustees shall have the authority to waive Section (1) A. above if in their absolute judgment, based upon the submission of medical evidence, determine the Participant's disability during the twenty-four month period prior to the date in which he/she first applies for benefits prevented him/her from earning one Year of Service, and the Participant has earned any Hours of Service during the forty-eight month period prior to the date in which he/she first applies for disability benefits.
- (2) The Participant first applies for disability benefits within three months after a period of qualified military service.
- (iii) After February 15, 2014, the following shall also apply to determine eligibility for a disability pension. A participant may be eligible for a disability pension if, the Participant worked in the geographic area of this Plan, under any United Association agreement or in other employment for the Union or other Union affiliated organization, for at least 500 hours in the twenty-four month period prior to the date on which the participant first applied for disability retirement benefits under this Plan, or, if the Participant was unable to meet this requirement due to the disability, if the Participant worked at least one hour of such work in the 48-month period prior to first applying for disability benefits.
- (iv) The disability must last for at least a six-month period ending at the later of the following times:
 - (1) Six months after the date of the occurrence of disability; or
 - (2) A six-month period ending at the time the Participant first filed application for disability benefits; or
- (v) The Participant dies within the six-month period set forth in subparagraph (iv).

No Participant shall be eligible to apply for and receive Disability Retirement Benefits if he/she is drawing Early or Normal Retirement Benefits under the Plan; and no Participant shall be eligible to apply for and receive Disability Retirement Benefits if he/she is eligible to receive Normal Retirement Benefits under the Plan.

(b) Definition of Disability.

For the purpose of determining eligibility for total and permanent Disability Retirement Benefits, the term "Total and Permanent Disability" shall mean inability to work in the trade or within a Closely Related Industry, by reason of a medically determinable impairment that may be expected to be of long, continued or indefinite duration. As used in this paragraph, working as a plumbing inspector, mechanical inspector or training instructor shall not be classified as working within a Closely Related Industry.

(c) Accrual of Disability Benefits.

Disability Retirement Benefits shall accrue as of the first day of the month next following the month in which disability occurred or as of the first day of the twelfth (12th) month prior

to the month in which a Participant first filed application for disability benefits, whichever is later. That accrual date shall be referred to as the "effective date of disability".

(d) Commencement of Disability Retirement Benefits.

A Participant who has met the requirements entitling him/her to Disability Retirement Benefits and has filed application therefore shall be required, before receiving any Disability Retirement Benefit payments, to wait a period of six (6) months from the effective date of his/her disability (the "6-month waiting period") or if the Participant's effective date of disability is prior to the date on which he/she first made application for benefits, then upon the later of six (6) months from the effective date of disability or the time required after application to receive all documentation in order to approve eligibility for disability. There shall be an exception if the Participant has a terminal condition which will probably result in death before the end of the 6-month waiting period. In the latter event, the Board, in its discretion, may waive the 6-month waiting period and immediately commence disability payments based on the effective date of disability.

(e) Commencement After Qualified Military Service.

Notwithstanding the language set forth above in Sections 4.03(c) and (d), if a Participant first applies for disability benefits within three months after a period of qualified military service, the effective date of disability shall be as of the later of the first day of the month next following the month in which disability occurred or the first day of the month following the month in which he/she was discharged from qualified military service.

(f) Initial Review of Disability Cases.

The Board shall require that each Participant applying for Disability Retirement Benefits provide medical certification at the time of submitting application for total and permanent disability. The Plan may require the Participant, at the Plan's expense, to submit to an examination by a physician, surgeon or psychiatrist designated by the Board. As of the end of the six month waiting period the Board may again require medical certification as to the Participant's total and permanent disability at that date.

(g) Certification of Continued Disability.

Once the Board has approved a Participant's application for Disability Retirement Benefits, and the Participant is receiving those benefits, the Board may, at its option, require one or both of the following from the disabled Participant:

- (i) Medical certification by a physician, surgeon or psychiatrist of the continuance of the disability, but that proof shall not be required more frequently than once every twelve months.
- (ii) A certification by the Participant, but not more frequently than every three months, that he/she is still totally and permanent disabled and setting forth the details of any gainful employment.

The payment of benefits may be suspended when either of the foregoing reports have not been timely furnished by the Participant. In addition, the Board may require the Participant

to submit to a physical examination to be given by a physician, surgeon or psychiatrist designated by the Board at the expense of the Plan. In the event that the Board finds that the disabled Participant has recovered from the disability prior to his/her normal retirement date - to the extent that the Participant may engage in substantial, gainful activity - the Board shall determine the month in which he/she has so recovered. The Participant's entitlement to disability benefits shall then terminate as of the last day of the month in which the disability no longer exists and any payments received by a Participant for a period beyond that date shall be returned to the Trust Fund.

The term "medical certification" as used in this Section 4.03 shall mean certification by a physician, surgeon or psychiatrist who is a qualified specialist in the illness, disorder or injury which is the cause of Participant's disability.

(h) Return to Disability Retirement.

If Disability Retirement Benefits to a Participant are suspended, then if the Participant within three (3) years after the date of such suspension once again applies for Disability Retirement Benefits, and is then under 55 years of age or applied for disability benefits before June 1, 2005, and is eligible to receive such benefits, based on the primary cause of his/her disability being the same disability for which he/she was formerly eligible for benefits, then,

- (i) The Participant will not be required, as a part of his eligibility requirements, to have been disabled for a period of six months after the date of the reoccurrence of that same disability, or for a six-month period ending at the time he/she again filed application for Disability benefits, whichever occurs later; and
- (ii) The Participant will not be required to wait six months from and after the date of the reoccurrence of that same disability before receiving any Disability Retirement Benefit Payments.

The Participant shall be required to submit a new application with a medical certification and to otherwise qualify for Disability Retirement Benefits as anyone first applying for those benefits; provided, however, the Participant shall not be able to change his form of benefit unless he/she has worked at least 500 hours in the period prior to reapplication for benefits or has been gainfully employed during a period of at least twelve months prior to reapplication for benefits and for that twelve-month or more period has not received any Disability Retirement Benefits.

4.04 FORFEITED SERVICE CREDITS.

No service credits which have been forfeited as the result of a Break in Service being established as set forth in Section 9.02 shall be used in calculating eligibility for Normal, Early or Disability Retirement Benefits.

SECTION 5.
Computation of Monthly Benefit Base

5.01 MONTHLY BENEFIT BASE.

A Participant's Monthly Benefit Base as that term is used in this Plan shall be equal to the sum of Paragraphs (a), (b), (c), (d), (e), (f), (g), (p), (q) and (r) below and shall be adjusted in accordance with Paragraphs (h), (i), (j) (k) (l) (m) and (n) below.

- (a) \$3.00 per month per year of Past Service Credit, but not to exceed ten years of Past Credit Service.

- (b) For Plan Years 1962 through 1968:

A monthly amount for each year based on the amount of hours worked in each Plan Year beginning with the year 1962 and ending with the year 1968, while a Participant under the Plan. That monthly amount for each Plan Year shall be computed as follows:

Number of Hours Worked by a Participant in a Plan Year	Monthly Amount for Each Plan Year	
	For each of the Following Plan Years: 1962 1963, and 1964	For each of the Following Plan Years: 1965, 1966, 1967 and 1968
Less than 300	None	None
300 but less than 700	\$0.94	\$ 1.40
700 but less than 1100	1.88	2.80
1100 but less than 1500	2.82	4.20
1500 but less than 1900	3.75	5.60
1900 or more	3.75	7.00

- (c) For Plan Years 1969 through 1978:

A monthly amount computed by multiplying the dollar amount of all Contributions made to the Plan on behalf of a Participant for Hours of Service earned from January 1, 1969, to January 1, 1979, by a factor of .0210.

- (d) For the Plan Year 1979:

A monthly amount computed by multiplying the dollar amount of all Contributions made to the Plan on behalf of a Participant for Hours of Service earned from January 1, 1979, to January 1, 1980, by a factor of .0225.

- (e) For the Plan Year 1980:

A monthly amount computed by multiplying:

- (i) The dollar amount of all Contributions made to the Plan on behalf of a Participant, and
- (ii) The dollar amount of all Omitted Contributions relating to a Participant for Hours of Service earned from January 1, 1980, to January 1, 1981, by a factor of .0225.

- (f) For the Plan Years 1981 through 1989:
- A monthly amount computed by multiplying:
- (i) The dollar amount of all Contributions made to the Plan on behalf of a Participant, and
 - (ii) The dollar amount of all Omitted Contributions relating to a Participant for Hours of Service earned from January 1, 1981 to January 1, 1990, by a factor of .023.
- (g) For the Plan Year 1990 through June 30, 2003:
- A monthly amount computed by multiplying:
- (i) The dollar amount of all Contributions made to the Plan on behalf of a Participant, and
 - (ii) The dollar amount of all Omitted Contributions relating to a Participant for Hours of Service earned beginning January 1, 1990 through June 30, 2003, by a factor of .025.
- (h) All benefits earned by Participants through December 31, 1982, as computed in Paragraphs (a) through (f) above, shall be increased by 18%.
- (i) All benefits earned by Participants through December 31, 1985, as computed in Paragraphs (a) through (f) above and in Paragraph (h), shall be increased by 8%. The increase set forth in this Paragraph (i) shall be in addition to the increase set forth in Paragraph (h).
- (j) All benefits earned by Participants through December 31, 1989, as computed in Paragraphs (a) through (f) above and in Paragraphs (h) and (i) above, shall be increased by 5%. The increase set forth in this Paragraph (j) shall be in addition to the increases set forth in Paragraphs (h) and (i).
- (k) All benefits earned by Participants through December 31, 1993, as computed in Paragraphs (a) through (j) above, shall be increased by 5%. The increase set forth in this Paragraph (k) shall be in addition to the increases set forth in Paragraphs (h), (i) and (j).
- (l) All benefits earned by Participants through December 31, 1996, as computed in Paragraphs (a) through (k) above, shall be increased by 3%. The increase set forth in this Paragraph (l) shall be in addition to the increases set forth in Paragraphs (h), (i), (j) and (k).
- (m) All benefits earned by Participants through December 31, 1998, as computed in Paragraphs (a) through (l) above, shall be increased by 3%. The increase set forth in this Paragraph (m) shall be in addition to the increases set forth in Paragraphs (h), (i), (j), (k) and (l).
- (n) All benefits earned by Participants through December 31, 1999, as computed in Paragraphs (a) through (m) above, shall be increased by 3%. The increase set forth in this Paragraph (n) shall be in addition to the increases set forth in Paragraphs (h), (i), (j), (k), (l) and (m).

- (o) A Participant shall receive no benefits for Service Credits, Hours worked in any Plan Year or Contributions which have been forfeited as the result of a Break in Service having occurred as set forth in Section 9.02.
- (p) Beginning July 1, 2003 and subsequently thereafter:

A monthly amount computed by multiplying:
 - (i) The dollar amount of all Contributions made to the Plan on behalf of a Participant; and
 - (ii) The dollar amount of all Omitted Contributions relating to a Participant for Hours of Service earned beginning July 1, 2003, by a factor of .015.
- (q) For the Plan Year 2006, the benefit accrual factor in paragraph (p) above shall be increased from 1.5% to 2%.
- (r) For the period July 1, 2003 through December 31, 2003, the benefit accrual factor in paragraph (p) above shall be increased from 1.5% to 2.5%.
- (s) For hours of service earned beginning June 1, 2009 and ending December 31, 2017:
 - (i) A monthly amount computed by multiplying, by a factor of 1.0%:
 - (A) The dollar amount of all Contributions made to the Plan on behalf of a Participant; and
 - (B) The dollar amount of all Omitted Contributions relating to a Participant for Hours of Service earned beginning June 1, 2009.
- (t) Effective June 1, 2009, 33% of the contributions based on the contribution rate effective immediately before June 1, 2009 will be excluded for benefit accrual purposes.
- (u) For hours of service earned beginning January 1, 2018:
 - (i) A monthly amount for contribution rates in effect as of December 31 2017 computed by multiplying, by a factor of 0.60%:
 - (A) The dollar amount of all Contributions made to the Plan on behalf of a Participant; and
 - (B) The dollar amount of all Omitted Contributions relating to a Participant for Hours of Service earned beginning January 1, 2018; and
 - (ii) A monthly amount for contribution rate increases taking effect on or after January 1, 2018 computed by multiplying, by a factor of 0.80%:
 - (A) The dollar amount of all Contributions made to the Plan on behalf of a Participant; and
 - (B) The dollar amount of all Omitted Contributions relating to a Participant for Hours of Service earned beginning January 1, 2018.

5.02 Sustainable Income Plan Design Benefits

(a) Sustainable Income Plan or SIP

Refers to the variable annuity benefit formula that applies to benefits earned on or after January 1, 2018. Consistent with IRS Revenue Ruling 185, 1953-2 CB 202, benefits earned on or after January 1, 2018 are provided based on a definitely determinable number of “shares” or “units” of interest (referred to as SIP Units) in the subset of assets from which the SIP Benefits are to be paid (referred to as SIP Assets), where the dollar amount of the benefit payable is periodically adjusted by reference to one plus the rate of return (referred to as the SIP Asset Return) divided by one plus the specified assumed interest rate (referred to as the Hurdle Rate), as described in IRS Regulation 1.411(a)(13)-1(d)(6).

(b) Hurdle Rate

The Hurdle Rate of 4% is the specified assumed interest rate to which the SIP Asset Return is compared in order to determine the SIP Unit Value Adjustment for a given year.

(c) SIP Contributions

Contributions annually allocated to SIP benefits, SIP reserves, and SIP operating expenses.

(d) SIP Assets

The accumulation of SIP Contributions with actual SIP Asset Returns and offset by any SIP benefit payments and any expenses allocated to the SIP portion of the Plan.

(e) SIP Asset Return

The market value investment return on Plan Assets for a Plan Year is determined using the following formula:

$$(2 \times I) / (A + B - I), \text{ where:}$$

“I” is the dollar amount of the investment return on Plan Assets for the Plan Year as calculated for Schedule MB purposes;

“A” is the market value of the Plan Assets on the first day of the Plan Year; and

“B” is the market value of Plan Assets on the first day of the following current Plan Year.

In the event that the asset allocation for the traditional and SIP benefits are different:

The SIP Asset Return will be determined using the market value investment return on SIP Assets for a Plan Year and the following formula:

$$(2 \times I) / (A + B - I), \text{ where:}$$

“I” is the dollar amount of the investment return on SIP Assets for the Plan Year;

“A” Is the market value of the SIP Assets on the first day of the Plan Year; and

“B” is the market value of SIP Assets on the first day of the following current Plan Year.

(f) SIP Unit Value

Effective January 1, 2018, the SIP Unit Value is \$10.0000. Each January 1 thereafter, the SIP Unit Value is adjusted by the SIP Unit Value Adjustment for the Plan Year:

SIP Unit Value for Plan Year = SIP Unit Value for the Prior Plan Year x SIP Unit Value Adjustment for the Plan Year

(g) SIP Unit Value Adjustment

Each January 1, the SIP Unit Value is adjusted by multiplying by the SIP Unit Value Adjustment which is equal to:

$$[(1 + \text{SIP Asset Return}) / (1 + \text{Hurdle Rate})]$$

For purposes of the above equation, the SIP Asset Return for the second Plan Year preceding the January 1 on which the SIP Unit Value is adjusted is used. For example, for a January 1, 2025, adjustment in SIP Unit Value the SIP Return for the Plan Year ending December 31, 2023 would be used.

The SIP Unit Value Adjustment shall not exceed 8%.

(h) SIP Units

A Participant's SIP Units accrued in Plan Years beginning January 1, 2018 and later are equal to the Participant's Monthly Benefit Base earned in that year divided by the SIP Unit Value as of the first day of the Plan Year.

(i) SIP Benefit

A Participant's SIP Benefit on a given date is the accumulation of all SIP Units earned on and after January 1, 2018 multiplied by the SIP Unit Value on that date.

(j) SIP High Water Mark

As of January 1, 2018, the High Water Mark Benefit is \$0 for all participants. On any January 1, subsequent to January 1, 2018, the High Water Mark Benefit is the maximum of:

1. The current SIP Benefit, or
2. The SIP Benefit on the prior January 1 plus any accruals for the Plan Year just ended (before the SIP Adjustment occurs), or
3. The High Water Mark Benefit as of the prior January 1.

On any date other than January 1, the High Water Mark Benefit is the maximum of:

1. The current SIP Benefit, or
2. The High Water Mark Benefit as of the preceding January 1.

In all cases, the High Water Mark Benefit gets adjusted for timing and form of payments in the same way as the SIP Benefit.

The SIP High Water Mark benefit will only apply for specific one year periods. A specific amendment to the Plan will be required for each one year period after a consideration of the SIP Assets ability to securely fund the SIP benefits.

5.03 ADJUSTMENT TO MONTHLY BENEFIT.

If a Participant is receiving a benefit under the Plan, is over 65 years of age and earns Hours of Service, then as of the first day of the succeeding calendar year, the Participant's monthly benefit shall be adjusted to reflect any additional benefits earned during the past calendar year because of those Hours of Service. The Participant's retirement benefit shall then be adjusted to reflect those additional benefits earned by the Participant. If the Participant is receiving a joint and survivor annuity, then the additional benefit earned shall be calculated by taking into consideration the ages of the Participant and his/her spouse as of his original retirement date.

5.04 ACCRUAL ADJUSTMENT FOR DEFERRED BENEFIT.

The accrued benefit of a Participant who has not retired at Normal Retirement Age and continues to work, or returns to work after Normal Retirement Age, shall be the greater of the following:

- (a) An amount that is actuarially equivalent to the Monthly Benefit Base payable at Normal Retirement Age determined as of the deferred retirement date reduced by an amount that is actuarially equivalent to any benefits already paid after the Normal Retirement Age; or
- (b) The Monthly Benefit Base determined by taking into account all service and Contributions as of the deferred retirement date.

SECTION 6.
Amount and Form of Retirement Benefits

6.01 NORMAL RETIREMENT BENEFIT.

Upon normal retirement, a Participant will be entitled to a Normal Retirement Benefit which will be a monthly annuity equal to the actuarial equivalent of the Participant's Monthly Benefit Base and payable in the form of a 100% joint and survivor annuity during the life of the Participant with a survivor annuity for the life of his/her spouse. If the Participant is not married at the date of retirement, then he/she shall be entitled to a monthly annuity which will be equal to his/her Monthly Benefit Base.

6.02 EARLY RETIREMENT BENEFIT.

Upon early retirement, a Participant will be entitled to an Early Retirement Benefit which will be a monthly annuity, equal to the Normal Retirement Benefit earned to the date of such Early Retirement, reduced as follows:

(a) First Benefit Payment Prior to January 1, 1986.

If a Participant's first monthly benefit from Early Retirement is payable for a month beginning prior to January 1, 1986, then his monthly annuity shall be calculated as follows:

(i) Early Retirement Before Age 60.

If a Participant is under the age of 60 at the time of Early Retirement, then the Normal Retirement Benefit earned to the date of such Early Retirement, shall be reduced by the amount of $33\frac{1}{3}\%$ plus $\frac{5}{18}$ of 1% for each calendar month by which such Participant is under the age of 60 at the time of Early Retirement.

(ii) Early Retirement After Age 60.

If a Participant is over the age of 60 at the time of Early Retirement, then the Normal Retirement Benefit earned to the date of such Early Retirement, shall be reduced by $\frac{5}{9}$ of 1% for each calendar month by which such Participant is under the age of 65 at the time of Early Retirement.

(b) **First Benefit Payment After December 31, 1985 and Prior to January 1, 1992.**

If a Participant's first monthly benefit payment from Early Retirement is payable for a month beginning after December 31, 1985 and prior to January 1, 1992, then the Participant will receive a monthly annuity, based upon age at Early Retirement, which shall be equal to the following percentage of a Normal Retirement Benefit:

Early Retirement Age	Percentage of Normal Retirement Benefit
65	100.00%
64	100.00
63	100.00
62	100.00
61	93.33
60	86.67
59	83.33
58	80.00
57	76.67
56	73.33
55	70.00

The foregoing percentages will be interpolated to the exact monthly age of a Participant at the date of Early Retirement.

(c) **First Benefit Payment After December 31, 1991 and Prior to January 1, 1994.**

If a Participant's first monthly benefit payment from Early Retirement is payable for a month beginning after December 31, 1991 and prior to January 1, 1994, then the Participant will receive a monthly annuity, based upon age at Early Retirement, which shall be equal to the following percentage of a Normal Retirement Benefit:

Early Retirement Age	Percentage of Normal Retirement Benefit
65	100.00%
64	100.00
63	100.00
62	100.00
61	97.00
60	94.00
59	91.00
58	88.00
57	85.00
56	82.00
55	79.00

The foregoing percentages will be interpolated to the exact monthly age of a Participant at the date of Early Retirement.

(d) **First Benefit Payment After December 31, 1993 and Prior to January 1, 2001.**

If a Participant's first monthly benefit payment from Early Retirement is payable for a month beginning after December 31, 1993 and prior to January 1, 2001, then the Participant will receive a monthly annuity, based upon age at Early Retirement, which shall be equal to the following percentage of a Normal Retirement Benefit:

Early Retirement Age	Percentage of Normal Retirement Benefit
65	100.00%
64	100.00
63	100.00
62	100.00
61	97.50
60	95.00
59	92.50
58	90.00
57	87.50
56	85.00
55	82.50

The foregoing percentages will be interpolated to the exact monthly age of a Participant at the date of Early Retirement.

(e) **First Benefit Payment After December 31, 2000.**

If a Participant's first monthly benefit payment from Early Retirement is payable for a month beginning after December 31, 2000, then the Participant will receive a monthly annuity, based upon age at Early Retirement, which shall be equal to the following percentage of a Normal Retirement Benefit:

Early Retirement Age	Percentage of Normal Retirement Benefit
65	100.00%
64	100.00
63	100.00
62	100.00
61	98.00
60	96.00
59	93.50
58	91.00
57	88.50
56	86.00
55	83.50

The foregoing percentages will be interpolated to the exact monthly age of a Participant at the date of Early Retirement.

(f) Monthly Benefit Base Upon Subsequent Employment.

Any Participant who has retired Early, is subsequently employed, and subsequently earns Hours of Service, will accrue additional retirement benefits under Section 5.01 if those Hours of Service were earned after January 1, 1984. In addition, the Monthly Benefit Base upon which the Participant's most recent Early Retirement Benefit was based will be redetermined by dividing the amount of the Early Retirement Benefit he/she was receiving (life annuity form) by the Early Retirement factor applicable to his/her age at the time he returns to employment (when benefits are suspended). The Early Retirement factor used in this calculation shall be derived from whichever of Sections 6.02(a), (b), (c), (d) or (e) applied at the Participant's most recent Early Retirement date. The Participant's total Monthly Benefit Base will be the sum of the redetermined Monthly Benefit Base from prior employment and any additional accrued benefits after reemployment.

(g) Computation of Benefit Accrual Upon Subsequent Retirement.

When a Participant who is covered under Section 6.02(f) retires for the second or any later time, the Participant's monthly retirement benefits shall be equal to the Monthly Benefit Base as determined under Section 6.02(f), multiplied by the applicable reduction factor from Section 6.02(a), (b), (c), (d) or (e), whichever applies at the time of said second or later retirement.

(h) Restrictions Upon Subsequent Retirement.

The following restrictions shall apply when a Participant who has taken Early Retirement returns to Covered Employment and then subsequently retires:

- (i) The Participant must reapply for retirement benefits in order to cause payments to recommence; and
- (ii) If the form of benefit received at the time the Participant initially took Early Retirement was a joint and survivor annuity of some type, then the form of retirement benefit received at the time he/she initially took Early Retirement shall be the only form of benefit that he/she shall be entitled to upon subsequent retirement and the same person must be the named Beneficiary upon such subsequent retirement. The joint and survivor reduction factor used in calculating the amount of the Participant's new benefit shall be based on the ages of the Participant and his/her spouse at the original retirement date. If that Beneficiary is not then living and the Participant is not then married, or that Beneficiary was formerly the Participant's spouse, then the payments to the Participant shall be an annuity based only on his/her life; or
- (iii) If at the time the Participant returns to Covered Employment, he/she is married to a spouse who was not the Participant's spouse upon taking prior Early Retirement, then the Participant can elect any form of retirement benefits for that portion of benefits not payable to an Alternate Payee under the terms of a Qualified Domestic Relations Order.

6.03 DISABILITY RETIREMENT BENEFIT.

(a) Prior to June 1, 2005:

The Disability Retirement Benefit for a Participant who applies for those benefits prior to June 1, 2005 shall be a monthly annuity equal to such disabled Employee's Normal Retirement Benefit earned to the Participant's effective date of disability.

(b) After May 31, 2005:

The Disability Retirement Benefit for a Participant who applies for those benefits after May 31, 2005 and who is under 55 years of age at that time shall be a monthly annuity equal to the early retirement benefit he/she would have been eligible to receive if he/she had taken early retirement at age 55 based on benefits earned to the Participant's effective date of disability.

6.04 MINIMUM MONTHLY BENEFIT.

(a) Amount and Effective Date.

Effective June 1, 1977, each eligible retired Participant who is receiving, or thereafter will receive, a monthly retirement benefit shall receive at least \$100 per month. If an eligible retired Participant's form of benefit is a joint and survivor annuity, and/or if an eligible retired Participant elects, or has elected, Early retirement, then this \$100 minimum monthly benefit shall be actuarially adjusted to reflect that choice. If a retirement benefit is being paid to the spouse or dependent of a deceased eligible Participant, then this \$100 minimum monthly retirement benefit shall be actuarially adjusted to reflect that it is a joint and survivor annuity.

(b) Definition of Eligible Participant.

An eligible retired Participant, or eligible deceased Participant, shall be defined for the purposes of this Section 6.04 as a Participant who has, or had, at the time of his retirement:

- (i) If the Participant's retirement was Normal or Early Retirement, carried ten or more Service Credits, one of which was a Future Service Credit, or
- (ii) If the Participant's retirement was a Disability Retirement, earned ten or more Service Credits, five of which were Future Service Credits.

The definition of Past or Future Service Credit as used in this Section 6.04 shall be the definition as in effect at the Participant's date of retirement.

6.05 OPTIONAL FORMS OF RETIREMENT BENEFITS.

(a) Elective Forms.

In lieu of the normal forms of retirement benefits provided in Sections 6.01, 6.02 and 6.03, a retiring Employee may elect any of the following options on an actuarially equivalent basis:

(i) **Benefit Equal to Monthly Benefit Base.**

In lieu of the 100% joint and survivor annuities provided in Sections 6.01, 6.02 and 6.03, an Employee may elect a monthly annuity payable at retirement which will be payable for his/her life only in an amount equal to his/her Monthly Benefit Base.

(ii) **50% Joint and Survivor Annuity With a Participant's Spouse (Qualified Optional Spouse Annuity).**

A Participant may elect a monthly annuity commencing upon the date of retirement and continuing after death to the Participant's surviving spouse in an amount that is equal to 50% of the monthly annuity that he/she was receiving during his/her lifetime.

(iii) **Joint and Survivor Annuity With Other Than a Participant's Spouse.**

A Participant may elect a monthly annuity commencing upon the date of retirement and continuing after death to a designated Beneficiary in one of the following forms:

- (1) An annuity payable to a designated Beneficiary in the same monthly amount that the Participant was receiving during his/her lifetime (a "100% Joint and Survivor Annuity"); or
- (2) An annuity payable to a designated Beneficiary that is equal to 50% of the monthly payments that the Participant was receiving during his/her lifetime (a "50% Joint and Survivor Annuity").

A Participant who elects a form of payment under this Section may not change the designated Beneficiary later than the date retirement benefits commence.

(iv) **Single Life Pension with Ten Year Certain Payments.**

A Participant who is eligible for Normal, Early or Disability Retirement may elect to receive, in lieu of other forms of benefit payments, a monthly annuity payable at retirement which will be payable for the Participant's life but if he/she dies before receiving one hundred twenty (120) monthly payments, payments will continue to be made to the designated Beneficiary at the same rate until a total of 120 payments in all have been paid. If monthly payments are suspended and the Participant subsequently retires again or is eligible to again receive payments, those payments shall be calculated and made in conformity with this Section 6.05(a)(iv) and the total guaranteed payments shall never exceed 120 payments.

If a Participant's designated Beneficiary dies before the Participant, then the Participant shall be entitled to name another designated Beneficiary. If the Participant and the Participant's designated Beneficiary die before a total of 120 payments have been received, then the remaining guaranteed payments shall be made to the estate of the designated Beneficiary, if he/she was the last to die. If the Participant was the last to die, then the remaining guaranteed payments shall be payable in accordance with the terms of Section 12.06(c) and (d).

(v) **Discretionary Distribution.**

If the present value at retirement of a Participant's accrued benefit under the Plan does not exceed \$5,000, and has never exceeded \$5,000 at the time of any prior distribution, then at the election of the Participant, such benefit may be distributed to the Participant in one lump sum, or be paid by the Plan directly to another qualified plan or IRA for the benefit of the Participant. Present value shall be determined as set forth in Section 2.28 of this Plan.

6.06 PROVISIONS PERTAINING TO ALL JOINT AND SURVIVOR ANNUITY PAYMENTS OR OTHER OPTIONS.

- (a) Monthly benefit payments shall terminate with the payment for the month in which the last of the following occurs: The death of the Retired Participant or the death of the joint annuitant.
- (b) If the joint annuitant of a Retired Participant who has elected a joint and survivor annuity, dies after May 31, 1989, predeceasing the Retired Participant, then beginning with the month subsequent to the month in which the joint annuitant died, the Retired Participant shall receive a monthly annuity which will be equal to the Participant's Monthly Benefit Base. If the joint annuitant of a Retired Participant who has elected a joint and survivor annuity, died before June 1, 1989, predeceasing the Retired Participant, then beginning January 1, 1993, the Retired Participant shall receive a monthly annuity which will be equal to the Participant's Monthly Benefit Base. Provided, if the retiree had taken Early retirement, his Monthly Benefit Base will be reduced to take into consideration the date of his Early retirement in accordance with Section 6.02 of the Plan. Under no circumstances may a Participant name a second Beneficiary to replace the deceased joint annuitant. If a joint annuitant has predeceased a Participant after he/she has retired, then all benefit payments shall cease upon the Participant's death.
- (c) A Participant cannot select a 100% joint and survivor annuity with a non-spouse beneficiary who is more than ten years younger than the Participant.
- (d) Determination of the amount of the benefit payments to be made under any of the options contained in this Plan shall be made by the Board on the basis of the advice of an enrolled actuary, taking into account all pertinent factors such as age and sex of the Employee and (if applicable) the Employee's contingent annuitant and using generally accepted mortality tables and actuarial assumptions.
- (e) Any joint and survivor annuity payable under this Plan may be reduced by an amount which takes into account in any equitable manner (as determined by the Secretary of the Treasury or his delegate) any increased costs resulting from providing joint and survivor annuity benefits.
- (f) If a Participant, who has made application for retirement dies before the date benefits commence, then the Beneficiary shall receive the benefit that he or she would be entitled to receive as if a Pre-Retirement Annuity or Optional Annuity Benefit were payable under Section 7.01, 7.02 or 7.03.
- (g) If the contingent Beneficiary named by a Participant who has elected a joint and survivor annuity dies before benefits commence, the election of said benefits shall be void and said Participant upon retirement shall be entitled to receive, during the Participant's lifetime, retirement benefits as though no election had been filed.

- (h) If a Participant first retires after December 31, 1981, and after reaching the age of 65, or if a working Participant first receives a benefit after 70-1/2 years of age (except a Disability Retirement Benefit that was terminated before the Participant reached age 65), and elects a joint and survivor annuity with his/her spouse, then for purposes of calculating the amount of the annuity payable to the Participant, it will be assumed that the Participant was 65 years of age and his/her spouse was the same age that she/he was when the Participant was 65 year of age; provided, however, if the Participant married his/her spouse after reaching the age of 65, then the terms of this Paragraph (h) shall not apply in calculating the joint and survivor annuity.
- (i) All joint and survivor annuity payments or other options described in Section 6.05 shall be calculated, without regard to the sex of the Participant or other Beneficiary.
 - i. For benefits earned before January 1, 2018, the 1971 Group Annuity Mortality Table for Males shall be used when calculating joint and survivor annuity payments, other joint and survivor options or any other calculations of actuarial equivalency for male Participants, spouses or other Beneficiaries, and the 1971 Group Annuity Mortality Table for Females shall be used when calculating the joint and survivor annuity payments, other joint and survivor annuity options or any other calculations of actuarial equivalency for female Participants, spouses or other Beneficiaries. An interest rate of 6% shall be used under those 1971 mortality tables.
 - ii. For benefits earned on and after January 1, 2018, the Present Value basis specified in Section 2.28(b) will be used.
- (j) If a Retired Participant has elected a joint and survivor annuity with his/her spouse and the parties subsequently divorce or are legally separated and a Qualified Domestic Relations Order awards to the Participant's spouse, former spouse or another Alternate Payee an interest in the Participant's benefits under the Plan, then the Participant's benefits shall be recalculated, considering actuarial factors and benefits previously paid, to recognize that the Participant and his/her spouse, former spouse or other Alternate Payee will each be receiving an annuity from the Plan based on their lives only.
- (k) If a Participant names a Beneficiary under the Plan in accordance with Sections 6.05(a)(iii), 6.05(a)(iv) or 7.02, that designated Beneficiary cannot be more than one person.
- (l) If a Retired Participant who has elected a joint and survivor annuity is divorced, or has been divorced, and if in the divorce decree the former spouse relinquishes, or has relinquished all interest in benefits and rights under the Plan, then the retired Participant shall receive a monthly annuity for life which will be equal to the Monthly Benefit Base which begins at the later of the following time:
 - (iv) The month subsequent to the month in which the divorce decree was entered in court; or
 - (v) December 1, 1998.

Provided, if the retiree had taken Early Retirement, the Monthly Benefit Base will be reduced to take into consideration the date of Early Retirement in accordance with Section 6.02 of the Plan. Under no circumstances may a Participant name a second Beneficiary to replace his/her former spouse as a joint annuitant.

- (m) For benefits subject to Section 417(e), participants will be supplied with a notice as to the

relative value of optional forms of benefits, under 417(a)(3).

6.07 SUSPENSION OF BENEFIT PAYMENTS.

(a) Definitions.

As used in Section 6.07, the following terms shall have the following meanings:

- (i) "Geographic Area" means the states of Washington, Oregon and Idaho.
- (ii) "Works in the Trade" means working in Covered Employment or working for any employer, or being self-employed, in the Industry.

(b) Disabled Retired Employee Under 65 Years of Age.

If a Participant has retired because of disability and is under 65 years of age, the Participant shall not be entitled to retirement income payments for each month subsequent to a month:

- (i) In which the Participant is actively employed in the Trade or Industry, or within a Closely Related Industry as defined at 2.23 (b)-(e), but excluding 2.23(a), for one or more days; or
- (ii) In which the Participant has earnings from personal services from work outside of the Trade, the Industry or from work outside of a Closely Related Industry; or;
- (iii) In which the Participant has earnings from personal services performing work as a plumbing inspector, mechanical inspector or training instructor, in or outside of the Trade, the Industry or a Closely Related Industry which exceed a level as from time to time established by the Board.

A disabled Retired Employee shall also be subject to the additional limitations set forth in Sections 4.03(b), (f) and (g).

(c) Retirees Under 65 Years of Age.

If a retired Employee is under 65 years of age, and works forty (40) or more hours in any calendar month while working in the Trade, in the Industry or within a Closely Related Industry, as defined at 2.23(b)-(e), but excluding 2.23(a) then the Employee's retirement benefit for each such month for which he/she is so employed shall be permanently withheld.

(d) Retirees Over 65 and Under 70-1/2 Years of Age.

If a Retired Employee is over 65 years of age and under 70-1/2 years of age, and works forty (40) or more hours in any calendar month in the Trade or Industry and in the Geographic Area, then the Employee's retirement benefit for each such month for which he/she is so employed shall be permanently withheld.

(e) Retirees Over 70-1/2 Years of Age.

If a Retired Employee is over 70-1/2 years of age, the Employee's benefits will not be suspended whether he/she is employed or not.

(f) Notices and Verification of Status.

(i) Notice to Plan From Retired Employee.

A Retired Employee who is under 70-1/2 years of age must notify the Plan whenever he/she becomes employed, and must provide relevant information about his/her employment, so that the Administrative Office may judge whether he/she is still eligible for benefit payments.

(ii) Request for Verification of Employment Status.

At such times and with such frequency as may be reasonable, the Board of Trustees may request that a Retired Employee certify that he/she is unemployed or provide factual information sufficient to establish that employment is not of the type that could result in suspension of benefit payments. If such information is not forwarded to the Administrative Office within 30 days after the request therefor, then future benefit payments may be withheld until such information is received.

(iii) Notice to Plan After Suspension of Benefits.

If a Retired Employee has had benefit payments suspended because of employment, then when he/she ceases to be so employed, he/she shall notify the Administrative Office of termination of such employment. The Plan shall have no obligation to resume benefit payments until after receipt of such notice.

(iv) Notice to Retired Employee of Suspension of Benefits.

No benefit payment shall be withheld unless the Retired Employee is notified by personal delivery or first class mail during the first calendar month in which the Plan withholds payments that the Employee's benefits are suspended. Such notification shall contain the following information:

- (1) A description of the specific reasons why benefit payments are being suspended;
- (2) A general description of the Plan provisions relating to the suspension of payments;
- (3) A copy of such provisions;
- (4) A statement to the effect that the applicable Department of Labor regulations may be found in Section 2530.203-3 of the Code of Federal Regulations;
- (5) The Plan's procedure for affording a review of the suspension of benefits;
- (6) The procedure for notifying the Administrative Office of termination of

employment; and

- (7) If any suspendible amounts were actually paid during a period of employment, the suspendible amounts which are subject to offset, and the manner in which the Plan intends to offset those suspendible amounts.

(g) Resumption of Payments.

Payments shall resume no later than the later of the following dates:

- (i) The first day of the third calendar month after the calendar month in which the Retired Employee ceases to be employed in the type of employment for which benefits have been suspended; or
- (ii) Within thirty (30) days after the Retired Employee has notified the Administrative Office of termination of such employment in conformity with Section 6.07(f)(iii).

The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of employment and the resumption of payments, less any amounts which are subject to offset.

6.08 TERMINATION OF BENEFITS.

Pension benefits shall terminate in each of the following instances:

- (a) Upon the death of a Retired Employee or the death of the contingent Beneficiary if the Beneficiary is receiving or is entitled to receive benefits, but a full month's pension shall be paid for the month in which death occurs.
- (b) In the case of a Retired Employee receiving Disability benefits upon failure to provide requested continued medical certification, or the last day of the month of recovery prior to Normal retirement date.
- (c) In the event of a complete termination of the Plan upon exhaustion of the Trust Fund, subject, however, to the provisions of Article VI, Section 4 of the Trust Agreement.

6.09 RETROACTIVE PENSION PAYMENTS.

No Retired Employee shall be entitled to payment of benefits for any period commencing earlier than is provided in this Section 6.

6.10 LIMITATIONS ON BENEFITS UNDER THE PLAN.

(a) Effective Date.

This Section shall be effective for limitation years ending after December 31, 2001.

(b) **Effect on Participants.**

Benefit increases resulting from the increase in the limitations of section 415(b) of the Code will be provided to all Participants in the Plan who have one Hour of Service on or after the first day of the first limitation year ending after December 31, 2001.

(c) **Definitions.**

(i) **Defined Benefit Dollar Limitation.** The "defined benefit dollar limitation" is \$160,000, as adjusted, effective January 1 of each year, under section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.

(ii) **Maximum Permissible Benefit.** The "maximum permissible benefit" is the defined benefit dollar limitation (adjusted where required, as provided in (1) and, if applicable, in (2) or (3) below.

(1) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10.

(2) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (1) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 2.28 of the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5% interest rate and the applicable mortality table as defined in Section 2.28 of the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (2) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(3) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (1) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Section 2.28 of the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5% interest rate assumption and the applicable mortality table as defined in Section 2.28 of the Plan. For

these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

(d) Maximum Benefits

For benefits accrued or payable before January 1, 2008, the limitations of IRC Section 415 will be applied with respect to a Participant on an Individual Employer by Individual Employer basis. For benefits accrued on or after January 1, 2008, the limitations of IRC Section 415 will be applied with respect to a Participant taking all of the Individual Employers into account. Notwithstanding the foregoing, a Participant shall not be entitled to accrual of additional benefits on or after January 1, 2008, unless such additional benefits, together with the benefits accrued before January 1, 2008, satisfy the requirements of the Treasury Regulations in effect as of January 1, 2008.

This Plan shall not be combined or aggregated with a single employer plan when applying the limitations under Internal Revenue Code Section 415(b)(1)(A) shall be applied by aggregating the Participant's benefits under the Employer's single employer plan with the Participant's benefits under this Plan that are based solely upon employment under this Plan with that Employer.

If a Participant's benefit exceeds the maximum limitation as allowed in Section 415, the plan shall provide for an annual cost of living adjustment until the benefit is equal to the original accrued benefit plus any applicable increases, at which time the annual cost of living adjustment shall cease. The cost of living adjustment shall be applied to the annual benefit as provided for in Section 415(d) and applicable regulations.

Notwithstanding any provisions to the contrary, no provision of this Section as applied in accordance with final Treasury Regulations effective for limitation years beginning on or after January 1, 2008, will result in a limitation lower than a Participant's benefits accrued or payable prior to January 1, 2008.

6.11 PAYMENTS TO AN ALTERNATE PAYEE.

(a) Any Monthly Annuity.

Unless a Qualified Domestic Relations Order provides otherwise, any monthly annuity payment from the Plan to an Alternate Payee shall be payable over the lifetime of the Alternate Payee; with the exception that any monthly annuity payment to the Alternate Payee, which includes a subsidy, because of the disability of the Participant, shall be paid over the lifetime of the Participant. The monthly amount payable to the Alternate Payee over his/her lifetime shall be actuarially determined based on that person's expected mortality. Any monthly annuity payments to an Alternate Payee shall terminate when the Alternate Payee dies; or if the Alternate Payee is receiving disability payments, which include a subsidy, because of the disability of the Participant, then upon the first to occur of the termination of payments to the Participant or the Alternate Payee's death.

(b) Monthly Annuity Payable Prior to Retirement of the Participant.

If the benefits to an Alternate Payee commence before the Participant actually retires, then the amount payable to the Alternate Payee shall not include any subsidy provided by the Plan for a Participant who has taken Early Retirement. If the Participant subsequently takes Early Retirement under the Plan, the benefit payable to the Alternate Payee, beginning with the month for which the Participant first receives an Early Retirement benefit, shall be

recalculated to include any subsidy provided by the Plan for the Participant.

(c) Mandatory Lump Sum Distribution.

If the present value of any monthly annuity payments to an Alternate Payee, which are payable over the Alternate Payee's lifetime, does not exceed \$5,000 at the time that benefits would otherwise commence to be paid, then such benefit shall be distributed, without the Alternate Payee's consent, to the Alternate Payee in one lump sum. Present value shall be determined as set forth in Section 2.28 of this Plan.

6.12 NOTICES AND DELAY IN PAYMENT OF BENEFITS.

(a) Notices.

The Plan must provide to a retiring married Participant an explanation of the 100% qualified joint and survivor annuity and other optional forms of benefits under the Plan (including a statement as to their relative value and the financial effect (in terms of dollars per monthly payment to the Participant and his or her spouse) of electing a form of payment other than the 100% Joint and Survivor Annuity, as well as a description of the consequences of failing to defer commencement of benefit payments if the participant is retiring as of an Early Retirement Date (the "Notice"). The Plan must provide a beneficiary other than a Participant an explanation of the forms of benefits under the Plan.

(b) Delayed Payment of Benefits.

If through administrative processing the first payment of a benefit is delayed more than ninety (90) days, then interest at the rate of six percent (6%) per annum shall be paid from the date the first payment was to be made through the date the delayed payments are transmitted to the recipient.

(c) Disability Payments.

Payments of disability benefits shall bear interest at the rate of six percent (6%) per annum from the effective date of the disability to the date the delayed payments are transmitted to the recipient.

6.13 MINIMUM REQUIRED DISTRIBUTIONS

Distributions to Participants and beneficiaries will be made in accordance with Code Section 401(a)(9) and the regulations thereunder, including Treasury Regulation Section 1.401(a)(9)-2. Provisions in this Plan reflecting Code Section 401(a)(9) override any distribution options or terms of the Plan that are inconsistent with Code Section 401(a)(9). For purposes of determining all distributions required under Code Section 401(a)(9), life expectancies will be determined without regard to the permissive recalculation rule of Code Section 401(a)(9)(D).

SECTION 7.
Death Benefits

7.01 PRE-RETIREMENT ANNUITY BENEFIT FOR SPOUSE.

If a Participant is Vested and dies before retirement benefits commence as set forth in Section 4, then his/her spouse shall be eligible for a Pre-Retirement Annuity Benefit as follows:

(a) Death of a Participant Before Reaching Age 55.

If a Participant dies before reaching age 55, his surviving spouse, who the Participant has been married to for at least one full year immediately preceding death, shall receive a monthly Pre-Retirement Annuity Benefit equal to the amount that would have been payable to the surviving spouse if the Participant had retired at age 55 and elected a 100% joint and survivor annuity. That monthly benefit shall begin to be paid at the date the Participant would have reached 55 years of age.

(b) Death of a Participant At or After Age 55.

If a Participant is 55 years of age or older when he/she dies, then the Participant's surviving spouse shall receive a monthly Pre-Retirement Annuity Benefit equal to the amount that would have been payable to the surviving spouse if the Participant had retired on the first day of the month following the month in which he/she died with a 100% joint and survivor annuity in effect reduced to reflect his age at that date.

(c) Optional Lump Sum Benefit.

In lieu of the monthly Pre-Retirement Annuity Benefit set forth in Paragraph (a) above, the surviving spouse may elect in writing to receive immediately after the death of the Participant a lump sum payment which is equal to the greater of the following:

- (i) The present value as of the Participant's date of death of the benefit payable under Paragraph (a) above, or
- (ii) The lump sum death benefit otherwise payable under Section 7.04(a).

Present value shall be calculated by using the actuarial equivalency basis set forth in Section 2.28.

7.02 PRE-RETIREMENT BENEFIT.

If a Participant is Vested and dies before retirement benefits commence as set forth in Section 4, and no beneficiary is eligible for benefit payments under Section 7.01, then the designated Beneficiary shall receive a lump sum death benefit computed as follows:

- (a) If the Participant dies before reaching age 55, the designated Beneficiary shall receive a sum equal to the greater of the total amount of the Contributions made to the Plan on the

Participant's behalf or the lump sum death benefit otherwise payable under Section 7.04(a).

- (b) If the Participant is age 55 or older when he/she dies, the designated Beneficiary shall receive a sum equal to the total amount of the Contributions made to the Plan on the Participant's behalf plus the lump sum death benefit otherwise payable under Section 7.04(a).
- (c) If the Participant has failed to name a Beneficiary, then any amount otherwise payable under this Section 7.02 shall be payable in accordance with the terms of Section 12.06(c) and (d), as applicable.
- (d) As used in this Section 7.02, the term "total amount of the Contributions made to the Plan on the Participant's behalf" shall not include that portion of those Contributions that have funded, or will fund, benefits to an Alternate Payee.

7.03 MISCELLANEOUS PROVISIONS APPLYING TO THE PRE-RETIREMENT AND OPTIONAL ANNUITY BENEFITS.

(a) Death of Beneficiary.

If the Participant's spouse, other designated Beneficiary or if he/she has elected the Optional Annuity Benefit, the dependent, predeceases the Participant, then the Participant shall be entitled to name another Beneficiary in conformity with Section 7.01.

(b) Commencement of Benefits.

Monthly benefit payments for a Beneficiary who qualifies under Section 7.01 shall commence as of the first day of the month following the month in which the Participant died.

(c) Elections and Revocations.

Any election or revocation of any election must be in writing and in such form as may be required by the Board and shall not be effective unless filed with the Board.

(d) Mandatory Lump Sum Distribution.

If the present value of any benefit payable under Section 7.01, at the time that benefits would otherwise commence to be paid, does not exceed \$5,000, then that benefit shall be distributed, without the Beneficiary's consent, to that Beneficiary in one lump sum. Present value shall be determined as set forth in Section 2.28 of this Plan.

7.04 LUMP SUM DEATH BENEFIT.

(a) Death Benefit Before Retirement.

A lump sum death benefit of \$600.00 for each Death Benefit Credit earned by a Participant under the Plan, as defined in Paragraph (d) below, up to and including the month preceding the Participant's death, shall be paid as a result of his/her death if he/she dies before the date retirement benefits commence as set forth in Section 4; provided, however, if the Participant is less than 55 years of age at death, and if the

Participant's surviving spouse will receive a Pre-Retirement Annuity Benefit under the terms of Section 7.01, then no lump sum death benefit shall be paid under this paragraph as the result of the death of the Participant. [NOTE: If a Participant or a Retired Participant dies before January 1, 1982, each Death Benefit Credit earned by that person will be equal to \$200; and if a Participant or Retired Participant dies after December 31, 1981 and before July 1, 1988, each Death Benefit Credit earned by that person will be equal to \$400.]

(b) Death Benefits After Retirement.

(i) Eligibility.

If no death benefit is payable under Paragraph (a) above, then a lump sum death benefit shall be paid as the result of (1) the death of a Retired Participant who had retired subsequent to June 30, 1965, or (2) the death of a Participant who dies having received retirement benefits.

(ii) Amount of Death Benefit.

- (1) Death of a Participant who is not receiving benefits under a joint and survivor annuity:

Upon the death of any Participant who is not receiving benefits as part of a joint and survivor annuity under the Plan, the accumulated retirement benefits that have been paid to the Participant at death shall be computed. If that amount is less than the death benefit that would have been payable under Paragraph (a) above had he/she died at the date of retirement or the date retirement benefits commenced, then that difference shall constitute the death benefit payable because of the Participant's death.

- (2) Death of a Participant who is receiving benefits under a joint and survivor annuity:

Upon the death of any Participant who is receiving benefits as a part of a joint and survivor annuity under the Plan, the accumulated retirement benefits that would have been paid to the Participant at death, had he not elected the joint and survivor annuity under the Plan shall be computed. If that amount is less than the death benefit that would have been payable under Paragraph (a) above had he/she died at the date of retirement or the date retirement benefits commenced, then that difference shall constitute the death benefit payable because of the Participant's death. (If the joint annuitant survives the Retired Participant, the monthly retirement benefit payable under the joint and survivorship annuity shall be continued to be paid until the death of the joint annuitant.)

(c) Recipient of Death Benefits.

- (i) The death benefit under this Section 7.04 shall be payable within ninety (90) days after the Participant's death in one lump sum to the Participant's designated Beneficiary. If the Participant has failed to designate a Beneficiary, or if the

Participant's designated Beneficiary does not survive the Participant, then the lump sum death benefit shall be paid in accordance with the terms of Section 12.06(c) and (d) of this Plan.

- (ii) The total Death Benefit Credits paid or payable on the death of a Participant to the Participant's designated Beneficiary shall be reduced by any portion of those Credits that have been paid, or will be paid, to an Alternate Payee.

(d) Definition of Death Benefit Credit.

Death Benefit Credits shall be the total of an Employee's Past Service Credits (that have not been lost because of a Break in Service) and those credits earned for a period of service of an Employee beginning on or after January 1, 1962, and through December 31, 1979, for which Employer Contributions have been made for the purposes of this Plan, and those credits earned for a period of service of an Employee beginning after December 31, 1979, for which Employer Contributions have been made to the Plan or for which Omitted Contributions should have been made to the Plan, but not continuing beyond the date the Employee received any Normal Retirement Benefits. Provided, an Employee who has retired before January 1, 1979, under Early or Normal Retirement, shall not earn any Death Benefit Credit subsequent to attaining age 65 and having earned ten Service Credits, one of which is a Future Service Credit. For each Plan Year in which an Employer has made contributions on his/her behalf, an Employee shall receive the following whole or fractional Death Benefit Credit:

- (i) For each of the years 1962 through 1968:

Hours for Which Payment Made During the Plan Year	Death Benefit Credit
Less than 300	.00
300 but less than 700	.25
700 but less than 1100	.50
1100 but less than 1500	.75
1500 or more	1.00

- (ii) For each of the years 1969 through 1979:

Hours for Which Payment Made During the Plan Year	Death Benefit Credit
Less than 300	.00
300 but less than 700	.25
700 but less than 1100	.50
1100 but less than 1400	.75
1400 or more	1.00

- (iii) For each of the years 1980 through 1989:

Hours of Service During the Plan Year	Death Benefit Credit
Less than 300	.00
300 but less than 700	.25
700 but less than 1100	.50
1100 but less than 1400	.75
1400 or more	1.00

- (iv) For each subsequent year:

Hours of Service During the Plan Year	Death Benefit Credit
Less than 300	.00
300 but less than 600	.25
600 but less than 900	.50
900 but less than 1200	.75
1200 or more	1.00

Upon a Break in Service being established as set forth in Section 9.02 of this Plan, and a Participant's right to benefits is not Vested under Section 8.01(c), then such Participant shall have no Death Benefit Credits under this Plan. If a non-vested Participant has a Break in Service and re-enters Covered Employment, he/she will not be entitled to any Death Benefit Credits earned before that Break in Service.

SECTION 8.

Vesting

8.01 PARTICIPANT WHO LEAVES COVERED EMPLOYMENT AFTER DECEMBER 31, 1975.

A Participant who leaves Covered Employment after December 31, 1975, shall have a 100% fully Vested, non-forfeitable right to benefits under this Plan if he/she satisfies the provisions below of Paragraph (a), (b), (c), (d), (e), (f) or (g).

- (a) The Participant has attained Normal Retirement Age.
- (b) The Participant has earned ten or more Years of Service, at least five of which are Years of Service after January 1, 1962.
- (c) The Participant has earned ten or more Service Credits, at least five of which are Future Service Credits.
- (d) The Participant is at least 55 years of age and has earned ten or more Service Credits, at least one of which is a Future Service Credit.
- (e) The Participant has at least five Future Service Credits which were earned while working in a work classification not covered by a Collective Bargaining Agreement and leaves Covered Employment after December 31, 1988.
- (f) The Participant has at least five (5) Service Credits, not taking into consideration any Service Credits that have been forfeited prior to the effective date of this subparagraph (f) which is

January 1, 1994.

- (g) The Participant has at least three (3) Service Credits, not taking into consideration any Service Credits that have been forfeited prior to the effective date of this subparagraph (g) which is January 1, 2018, and including at least one hour on or after January 1, 2018.

8.02 PARTICIPANT WHO LEAVES COVERED EMPLOYMENT PRIOR TO JANUARY 1, 1976.

A Participant who leaves Covered Employment prior to January 1, 1976, and who, in at least 15 years of continuous service, has earned 15 or more Service Credits, at least five of which are Future Service Credits, shall have a 100% fully Vested, non-forfeitable right to benefits under this Plan. Fifteen (15) years of continuous service shall be defined for this paragraph as 15 calendar years, which have not been interrupted by a Break in Service, made up of Years of Service prior to January 1, 1962, and/or Plan Years after December 31, 1961, in which the Participant has earned at least one Hour of Service.

SECTION 9.
Termination of Participation

9.01 TERMINATION OF PARTICIPATION.

Upon a Break in Service being established as set forth in Section 9.02 below, and a Participant's right to benefits is not Vested under Section 8, then such Participant shall have no rights under the Plan nor receive any payments from the Trust Fund.

9.02 BREAK IN SERVICE.

(a) Participant Who Leaves Covered Employment Prior to January 1, 1976.

If a non-vested Participant leaves Covered Employment before January 1, 1976, and has failed to earn one Hour of Service in any two or more consecutive calendar years prior to January 1, 1976, he/she shall have a Break in Service and all Service Credits earned prior to that break shall be forfeited.

(b) Participant Who Leaves Covered Employment After December 31, 1975 and Before January 1, 1985.

If a non-vested Participant leaves Covered Employment after December 31, 1975 and before January 1, 1985, he/she shall have a Break in Service and all Service Credits earned prior to that break shall be forfeited, under the following circumstances:

- (i) If the Participant has failed to earn one Hour of Service in any period of two consecutive calendar years; and
- (ii) If the length of time between the end of the last Plan Year in which he/she earned at least 300 Hours of Service and the beginning of the next Plan Year in which he/she has earned at least 300 Hours of Service (that period being hereinafter referred to as the "Preliminary Break in Service") is greater than, or equal to, total Years of Service

(accumulated fractional and whole Years of Service as computed in accordance with Section 2.24 of the Plan) earned prior to the beginning of that Preliminary Break in Service.

(c) **Participant Who Leaves Covered Employment After December 31, 1984.**

If a non-vested Participant leaves Covered Employment after December 31, 1984, he/she shall have a Break in Service and all Service Credits earned prior to that break shall be forfeited, under the following circumstances:

- (i) If the Participant has failed to earn one Hour of Service in any period of two consecutive calendar years; and
- (ii) If the length of time between the end of the last Plan Year in which he/she earned at least 300 Hours of Service and the beginning of the next Plan Year in which he/she has earned at least 300 Hours of Service (that period being hereinafter referred to as the "Preliminary Break in Service") is greater than, or equal to, the greater of the following:
 - (1) The Participant's total Years of Service (accumulated fractional and whole Years of Service as computed in accordance with Section 2.24 of the Plan) earned prior to the beginning of that Preliminary Break in Service; or
 - (2) Five years.

9.03 POSTPONEMENT OF TERMINATION.

(a) **Postponement Because of the Birth or Adoption of a Child or Leave Taken Under the Family and Medical Leave Act.**

If a Participant leaves Covered Employment for any of the reasons that follow, then he or she shall be treated as having completed eight Hours of Service for each normal work day during that leave. The reasons for the leave are as follows:

- (i) The pregnancy of the Participant,
- (ii) The birth of a child of the Participant,
- (iii) The placement of a child with the Participant in connection with the adoption of the child by the Participant,
- (iv) For purposes of caring for such child for the period immediately following the child's birth or placement, or
- (v) If a Participant leaves Covered Employment and is otherwise eligible under the Family and Medical Leave Act of 1993 for the leave taken. (See Appendix A for an overview of the provisions of that Act.)

Those Hours of Service incurred for the foregoing reasons may be used only to prevent a one-year Break in Service. They may not be used to determine whether a Participant is Vested or to give a Participant any benefit accrual under the Plan. Those Hours of Service accumulated from such leave are to be used in the year the absence from work begins if they

are needed in that year to prevent a Break in Service; or if not, they shall be used in the following year if needed to prevent a Break in Service. No more than 501 Hours of Service may be accumulated for this purpose. To be eligible for these Hours of Service, a Participant must provide the Board within ninety (90) days after the end of such leave, with such proof as required by the Board in order to confirm the reason for, and the amount of, the leave.

(b) Postponement for Other Reasons.

An Employee's failure to earn Hours of Service shall not be counted for purposes of termination under Section 9.01 or 9.02 above during any period such failure is attributable to any of the following causes:

- (i) Disability as defined under the Plan;
- (ii) Military Service provided such Participant returns from military service within the period provided by statute for returning to employment without the loss of employment benefits; or
- (iii) If a Participant who leaves Covered Employment continuously remains in the Industry and subsequently returns to Covered Employment, he/she shall not be deemed to have had a Break in Service if subsequent to return, and before reaching the age of 65, he/she earns at least 1-1/4 Future Service Credits for which Contributions to the Plan were made or required. As used in this subparagraph, "continuously remains in the Industry" means a period of continuous years in which a Participant has worked at least 300 hours in the Industry in each of those years.

SECTION 10.
Top-Heavy Provisions

If the Plan is or becomes top-heavy in any plan year beginning after December 31, 1983, the provisions of this Section 10 will supersede any conflicting provisions in the Plan.

10.01 DEFINITIONS FOR TOP-HEAVY PROVISIONS.

(a) Key Employee.

Any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the determination period was an officer of an Employer if such individual's annual compensation exceeds fifty (50%) percent of the dollar limitation under Section 415(b)(1)(A) of the Internal Revenue Code, an owner (or considered an owner under Section 318 of the code) of one of the ten largest interests in an Employer if such individual's compensation exceeds one-hundred (100%) percent of the dollar limitation under Section 415(c)(1)(A) the Internal Revenue Code, a five (5%) percent owner of an employer, or a one (1%) percent owner of an employer who has an annual compensation of more than \$150,000. Annual compensation means compensation as defined in Section 2 of the Plan, but including amounts contributed by an Employer pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Internal Revenue Code. The determination period is the Plan Year containing the determination date and the four preceding Plan Years. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the regulations thereunder.

(b) Top-Heavy Plan.

For any Plan Year beginning after December 31, 1983, this Plan is top-heavy if any of the following conditions exists:

- (i) If the top-heavy ratio for this Plan exceeds sixty (60%) percent and this Plan is not part of any required aggregation group or permissive aggregation group of plans.
- (ii) If this Plan is a part of a required aggregation group of plans, but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds sixty (60%) percent.
- (iii) If this Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds sixty (60%) percent.

(c) Top-Heavy Ratio.

- (i) If an Employer maintains one or more defined benefit plans and such Employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in Section 409(k) of the Internal Revenue Code) which during the 5-year period ending on the determination date(s) has or has had account balances, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits of all Key Employees as of the determination date(s) (including any part of any accrued benefit distributed in the 5-year period ending on the determination date(s)), and the denominator of which is the sum of the present value of accrued benefits (including any part of any accrued benefits distributed in the 5-year period ending on the determination date(s)), determined in accordance with Section 416 of the Internal Revenue Code and the regulations thereunder.
- (ii) If an Employer maintains one or more defined benefit plans and such Employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension) which during the 5-year period ending on the determination date(s) has or has had any account balances, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees, determined in accordance with (i) above, and the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees as of the determination date(s), and the denominator of which is the sum of the present value of accrued benefits under the defined benefit plan or plans for all participants, determined in accordance with (i) above, and the account balances under the aggregated defined contribution plan or plans for all participants as of the determination date(s), all determined in accordance with Section 416 of the Internal Revenue Code and the regulations thereunder. The account balances under a defined contribution plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an account balance made in the 5-year period ending on the determination date.
- (iii) For purposes of (i) and (ii) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as

provided in Section 416 of the Internal Revenue Code and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one Hour of Service with any Employer maintaining the Plan at any time during the 5-year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio and the extent to which distributions, rollovers and transfers are taken into account will be made in accordance with Section 416 of the Internal Revenue Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Internal Revenue Code.

(d) Permissive Aggregation Group.

The required aggregation group of plans plus any other plan or plans of the Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code.

(e) Required Aggregation Group.

(1) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the determination period (regardless of whether the plan has terminated), and (2) any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Sections 401(a)(4) or 410 of the Internal Revenue Code.

(f) Determination Date.

For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year.

(g) Valuation Date.

The last day of each Plan Year.

(h) Present Value.

Present value shall be based on the interest and mortality rates specified in Section 2.28 of the Plan.

10.02 MINIMUM ACCRUED BENEFIT.

(a) In General.

Notwithstanding any other provision in this Plan except Paragraphs (c), (d) and (e) below, for any Plan Year in which this Plan is top-heavy, each Participant who is not a Key Employee and has completed 870 Hours of Service will accrue a benefit (to be provided solely by Employer Contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than three (3%) percent of his or her highest average compensation for the five (5) consecutive years for which the Participant had the highest compensation. The aggregate compensation for the years during such 5-year period in which the Participant was credited with a Year of Service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual shall be determined without regard to any Social Security compensation. The minimum accrual shall apply even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual or would have received a lesser accrual for the year, for any reason.

(b) Compensation.

The term "Compensation" means wages within the meaning of Code Section 1.415(c)-2(d)(4).

Salary continuation payments for military service as described in Treasury Regulation Section 1.415(c)-2(e)(4) shall be included in Compensation. Compensation shall include any differential wage payment, as defined in Code Section 3401(h)(2). If an Employer makes such a differential wage payment during a Plan Year, all differential wage payments made by all Employers (determined under Code Section 414(b), (c), (m), or (o)) during that Plan Year must satisfy the nondiscrimination requirements of Code Section 414(u)(12)(C).

Except as otherwise provided below, in order to be included in Compensation under this Section 10.02(b), the amount must be paid or treated as paid to the Employee prior to the Employee's severance from employment (as defined in Treasury Regulation Section 1.401(k)-1(d)(2), except that, for purposes of determining the employer, the modifications provided under Code Section 415(h) apply).

Notwithstanding the foregoing, effective January 1, 2008, Compensation shall not exceed the amount permitted under Code Section 401(a)(17) as adjusted for cost of living in accordance with Code Section 401(a)(17), and includes regular pay and leave cashouts paid within 2½ months after severance from employment or, if later, by the end of the Plan Year that includes the severance date, as described in Treasury Regulation Section 1.415(c)-2(e)(3)(ii) and (iii)(A).

Back pay, within the meaning of Treasury Regulation Section 1.415(c)-2(g)(8), shall be included in Compensation for the Plan Year to which the back pay relates.

(c) No Additional Accruals.

No additional benefit accruals shall be provided pursuant to Paragraph (a) above to the extent that the total accruals on behalf of the Participant attributable to Employer Contributions will provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds twenty (20%) percent of the participant's highest

average compensation for the five consecutive years for which the participant had the highest compensation.

(d) Satisfaction in Other Plans.

The provision in Paragraph (a) above shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of an Employer and such Employer has provided that the minimum allocation or benefit requirement applicable to top-heavy plans will be met in the other plan or plans.

(e) All Accruals Considered.

All accruals of Employer-derived benefits, whether or not attributable to years for which the Plan is top-heavy, may be used in computing whether the minimum accrual requirements of Paragraph (c) above are satisfied.

(f) Adjustment for Form of Benefit.

If the form of benefit is other than a straight life annuity, the Participant shall receive an amount that is the actuarial equivalent of the minimum straight life annuity benefit. If the benefit commences at a date other than at Normal Retirement Age, the employee must receive at least an amount that is the actuarial equivalent of the minimum straight life annuity benefit commencing at Normal Retirement Age.

(g) Non-Forfeitability.

The minimum accrued benefit required (to the extent required to be non-forfeitable under Section 416(b) of the Internal Revenue Code) may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Internal Revenue Code.

(h) Vesting.

For any Plan Year in which this Plan is top-heavy, each non-key employee shall become totally Vested in his or her accrued benefit upon earning five (5) years of service without an intervening forfeiture of credit, under the Plan. The minimum vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Internal Revenue Code, including benefits accrued before the effective date of Section 416 and benefits accrued before the Plan became top-heavy. Further, no decrease in a Participant's non-forfeitable percentage may occur in the event the Plan's status as top-heavy changes for any Plan Year. However, this section does not apply to the accrued benefit of any Employee who does not have an Hour of Service after the Plan has initially become top-heavy and such Employee's account balance attributable to Employer Contributions and forfeitures will be determined without regard to this section.

10.03 MODIFICATION OF TOP-HEAVY RULES.

(a) Effective Date.

This Section 10.03 shall apply for purposes of determining whether the Plan is a top-heavy plan under Section 416(g) of the code for Plan Years beginning after December 31, 2001, and whether the Plan satisfied the minimum benefits requirements of Section 416(c) of the Code for such years. This section amends the above Sections 10.01 and 10.02.

(b) Determination of Top-Heavy Status.

(i) Key Employee.

Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of an Employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a five (5%) percent owner of an Employer or a one (1%) percent owner of an Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(ii) Determination of Present Values and Amounts.

This Paragraph (ii) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.

(1) Distributions During Year Ending on the Determination Date.

The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one (1) year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death or disability, this provisions shall be applied by substituting a 5-year period for a 1-year period.

(2) Employees Not Performing Services During Year Ending on the Determination Date.

The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

(3) Minimum Benefits.

For purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code and the Plan, in determining Years of Service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employees.

SECTION 11.

Elections Relating to Benefits and Applications for Benefits.

11.01 NOTICES.

(a) To a Participant Reaching 70-1/2 Years of Age.

The Trust shall provide a notice in writing to a Participant, who is about to reach 70-1/2 years of age, informing the Participant that he/she may be eligible for a Normal Retirement Benefit and providing the Participant with a description of any steps necessary to commence receiving benefits at such date.

(b) Notice to a Surviving Spouse.

The Trust, upon being informed of the death of a Participant, shall provide the following information to a surviving spouse of a Vested Participant in writing:

- (i) A general explanation of the terms and conditions of the Pre-Retirement Annuity Benefit; and
- (ii) If the Participant was less than 55 years of age at death, an explanation of the availability of an election to receive a lump sum benefit together with financial information as to the effect of such an election.

11.02 ELECTION OF TYPE OF BENEFITS AND CONSENTS.

(a) Time of Election.

Any election or consent by a Participant or the Participant's spouse or Beneficiary under Section 6 to waive the normal retirement benefit, and elect any other form of retirement benefit under the Plan, or once having made such an election to revoke that election and elect some other form of benefit, must be made in writing during the 180-day period ending on the date of the commencement of payment of benefits.

(b) Consent by Spouse.

Any election under Paragraph (a) above shall not be effective unless the spouse of the Participant consents to such election in writing, and the spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or notary public, unless it is established to the satisfaction of a Plan representative that there is no spouse, or that the

spouse cannot be located.

11.03 APPLICATION FOR BENEFITS.

All Participants, and any Beneficiaries who may be eligible for benefits upon the death of a Participant, shall make application for benefits on such form or forms as may from time to time be required by the Board. Any application for Normal, Early or Disability Retirement Benefits must be filed with the Board while the Participant is living.

11.04 CHANGING FORM OF RETIREMENT BENEFITS OR BENEFICIARIES.

Any election of the form of retirement benefit may be made, or if previously made, changed, prior to commencement of an Employee's retirement benefits under this Plan. The consent of an Employee's Beneficiary need not be obtained to revoke or change an option previously elected unless the Participant is married and then the consent of the Participant's spouse shall be required to either change or revoke any election.

11.05 DESIGNATION OF BENEFICIARIES FOR DEATH BENEFITS.

All Participants shall designate their Beneficiaries for any Death Benefits under the Plan on such form or forms as may be required by the Board. If a Participant is married at the time of making such designation and he/she designates someone other than his/her spouse as Beneficiary, then such designation shall also require the spouse's written consent. Any designation may be later changed or revoked without the consent of the designated Beneficiary unless the Participant is then married, and then the consent of his/her spouse shall be required for such change or revocation.

11.06 ROLLOVERS.

This Section applies to distributions made on or after January 1, 2009. Notwithstanding any provision 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 Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan in a direct rollover, or to a Roth IRA (as defined in Code Section 408A) in a qualified rollover, as specified by the Distributee in a direct rollover.

(a) Definitions.

- (i) 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 distributions 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 Internal Revenue Code; and the portion of any distribution that is includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (ii) Eligible Retirement Plan:** An eligible retirement plan is one that accepts the

Distributee's eligible rollover distributions and is an individual retirement account described in Section 408(a) of the Internal Revenue 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; and after December 31, 2001, an eligible retirement plan also includes an annuity contract described in Section 403(b) of the Code, or 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 which agrees to separately account for amounts transferred into such plan from this Plan.

Effective on and after January 1, 2010, if the Distributee is a nonspouse beneficiary who is a designated beneficiary within the meaning of Code Section 401(a)(9)(E), "eligible retirement plan" includes only a plan described below in paragraph (a) that is established for the purpose of receiving the distribution on behalf of the Distributee and that will be treated as an inherited individual retirement account or individual retirement annuity pursuant to Code Section 402(c)(11). A nonspouse beneficiary may also make a qualified rollover to a Roth IRA.

- (iii) **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 who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, and, on and after January 1, 2010 a nonspouse beneficiary of the Employee or former Employee, are Distributees with regard to the interest of the spouse or former spouse.
- (iv) **Direct Rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the Distributee.

SECTION 12.

Administrative Provisions

12.01 METHOD OF ADMINISTRATION.

This Plan is administered by a Board of Trustees, half of whom are appointed by the Unions, and half of whom are appointed by the Employers. Contributions and earnings shall be received and held in trust by the Trustees. Title to all of the assets of the Trust Fund shall be, and remain, in the Trustees. The Trustees may establish rules and regulations consistent with the provisions of the Plan and they shall have the exclusive right to construe the Plan and determine any and all questions arising thereunder or in connection with its administration, including, without limitation, the right to remedy all possible ambiguities, inconsistencies, and omissions. Any such determination by the Trustees made in good faith shall be conclusive and binding on all persons in the manner provided therein. The Trustees shall have the duty to make sure that all Contributions are used for the sole and exclusive benefit of the Employees and that no portion thereof reverts to any Employer, except in the case of refunds as may be allowable in conformity with Section 12.05.

12.02 DEDUCTION FOR TAXES AND AMOUNTS PAID IN ERROR.

The Board may withhold from any benefit payments, any taxes required by law, and may offset against any future pension payments, at its discretion, any payment made in error or any payment made for a month for which a benefit payment was not payable or was suspended or suspendible as provided by the Plan.

12.03 UNCLAIMED BENEFITS.

If the Board, whether before or after the termination of the Plan shall be unable to locate or determine the person or persons entitled to receive benefits under the Plan, a record shall be maintained of the accumulated amount of such benefits, hereinafter referred to as the "Unclaimed Benefits." In the event a Participant or Beneficiary makes a claim for such Unclaimed Benefits, they shall be payable to him or her without interest or any other earnings or increment in value. Unclaimed Benefits shall not escheat to any state or other governmental entity.

12.04 PRIOR PLANS.

This Plan has been amended from time to time. The benefits payable to any Participant at retirement or death shall be governed by the terms of the Plan as in effect at that date.

12.05 REFUNDS OF ERRONEOUS PAYMENTS.

The Board may refund, without interest, to any Employer Contributions made by that Employer because of a mistake of law or fact if all the following conditions are met:

- (a) In the Board's discretion, that refund will not undermine the stability of the Plan or create a financial hardship to the Plan;
- (b) Those Contributions were not made on behalf of a Participant who, or whose Beneficiary, has received benefits under the Plan;
- (c) That refund would, after taking all facts into consideration, be equitable to both the Employer and the Plan; and
- (d) That refund would not have been barred by any statute of limitations if the Employer had brought an action for refund against the Plan.

The amount to be refunded shall be the amount of the erroneous Contributions less (1) any investment losses incurred by the Plan which are attributable to those Contributions, and (2) any costs incurred by the Plan relating to the refund claim. If the erroneous Contributions qualify for refund, then refund shall be made within six (6) months after the Board determines that the Contributions were made by mistake.

12.06 ALTERNATE PAYEES OF BENEFITS.

(a) Retirement Benefits Payable to Incompetents.

All Retired Employees and other Beneficiaries receiving pension benefits shall be conclusively presumed to have been competent until the date upon which the Board shall have received written notice in a form and manner acceptable to it that such Retired Participant or Beneficiary is an incompetent for whom a guardian or other person legally vested with his/her care shall have been appointed. From and after the date of an acceptance of such notice, all further Retirement Benefits to which such Retired Participant or Beneficiary is entitled shall be payable to his/her guardian or other person legally liable for

his/her care.

(b) Payment of Accrued Retirement Benefits at Death.

Any payment of Retirement Benefits accrued to a Retired Participant at his/her death and which have not been paid may be paid to the person designated by the Retired Participant. If the Retired Participant has failed to designate a Beneficiary or if the Retired Participant's designated Beneficiary does not survive the Retired Participant, then the benefits shall be paid in accordance with the terms of Section 12.06(c) and (d).

(c) Designation of Alternate Beneficiaries at Death.

In the event a Participant (that term as used in this paragraph shall also include a Retired Participant) does not designate a Beneficiary, or if the designated Beneficiary does not survive the Participant, then it shall be conclusively presumed that the Participant has designated that any accrued, unpaid retirement benefits or any lump sum death benefit will be paid as follows. They shall be paid to the Participant's spouse; if the Participant's spouse does not survive the Participant, then those benefits will be paid in equal shares to the Participant's children who survive the Participant; if none survive the Participant, then the benefits will be paid to the Participant's parents, equally, or to the survivor; if neither parent survives the Participant, then the benefits will be paid in equal shares to the Participant's brothers and sisters who survive the Participant or if none survive to the executor or administrator of the Participant's estate; or if no probate proceedings have been commenced those benefits will be paid to the person who is entitled to the Participant's net estate under the laws of intestate succession of the state of the Participant's residence at the time of his death, provided no payment shall escheat to any state. In the event there is no designated Beneficiary or heir who survives the Participant and makes claim within four (4) years of the Participant's death, there shall be no payment and the amount held for payment shall then be deemed contributed toward the cost and maintenance of the Plan.

(d) Elections and Revocations.

If a Participant marries or divorces after a written designation of beneficiary has been made, in the absence of a Qualified Domestic Relations Order to the contrary, all prior designations shall automatically be revoked and the unpaid benefits, death benefits or Survivor benefits, unless a new designation is filed in the Administration Office prior to Participant's death in a form acceptable to the Board of Trustees, shall be paid according to the following priorities:

First: Qualified Surviving Spouse;

Second: Surviving Children of the Participant;

Third: Surviving Parent(s) of the Participant;

Fourth: Surviving Siblings of the Participant;

Fifth: Estate of the Participant.

12.07 VESTING UPON TERMINATION OR PARTIAL TERMINATION.

Upon termination or partial termination of the Plan, the right of all Participants to benefits accrued to the date of such termination or partial termination to the extent then funded shall be non-forfeitable.

In the event of partial termination, such non-forfeitable rights shall only apply to the benefits of Participants whose participation hereunder is terminated.

SECTION 13.
Miscellaneous Provisions

13.01 INFORMATION TO BE FURNISHED.

An Employee shall furnish any information or proof that the Trustees deem necessary or reasonable to administer this Plan. Employees shall cooperate and comply with all reasonable requests of the Board.

13.02 CONTRIBUTIONS.

Contributions to this Plan will be made by the Employers and in amounts specified in their respective Collective Bargaining Agreements or by special agreement in writing between the Employer and the Board. Employees may not make voluntary contributions to the Plan.

13.03 INCREASED BENEFITS TO RETIRED PARTICIPANTS.

All benefits payable as a result of a Participant having retired or becoming disabled shall be increased as follows:

(a) Retirement Prior to January 1, 1971.

If the Participant retired prior to January 1, 1971, the Participant's retirement benefits shall be increased beginning with the monthly payment due for January 1971, by the amount of .003-1/3 for each month that the Participant has been retired or disabled since January 1, 1962 and prior to January 1, 1971.

(b) Retirement Prior to January 1, 1978.

If the Participant retired prior to January 1, 1978, the Participant's retirement benefits shall be increased, beginning with the monthly payment due for January 1978, by the amount of 10%. If the Participant retired prior to January 1, 1971, the increase set forth in this Paragraph (b) shall be in addition to the increase set forth in Paragraph (a).

(c) Retirement Prior to January 1, 1981.

If the Participant retired prior to January 1, 1981, the Participant's retirement benefits shall be increased, beginning with the monthly payment due for January 1981, by the amount of 10%. If the Participant retired prior to January 1, 1978, the increase set forth in this Paragraph (c) shall be in addition to the increases set forth in Paragraphs (a) and (b).

(d) Retirement Prior to January 1, 1983.

If the Participant retired prior to January 1, 1983, the Participant's retirement benefits shall be increased, beginning with the monthly payment due for January 1983, by the amount of 18%. If the Participant retired prior to January 1, 1981, the increase set forth in this Paragraph (d) shall be in addition to the increases set forth in Paragraphs (a), (b) and (c).

(e) Retirement Prior to January 1, 1986.

If the Participant retired prior to January 1, 1986, the Participant's retirement benefits shall be increased, beginning with the monthly payment due for January 1986, by the amount of 8%. If the Participant retired prior to January 1, 1983, the increase set forth in this Paragraph (e) shall be in addition to the increases set forth in Paragraphs (a), (b), (c) and (d).

(f) Retirement Prior to July 1, 1988.

If the Participant retired prior to July 1, 1988, the Participant's retirement benefits shall be increased, beginning with the monthly payment due for July, 1988, by the amount of 4%. If the Participant retired prior to January 1, 1986, the increase set forth in this Paragraph (f) shall be in addition to the increases set forth in Paragraphs (a), (b), (c), (d) and (e).

(g) Retirement Prior to January 1, 1990.

If the Participant retired prior to January 1, 1990, the Participant's retirement benefits shall be increased beginning with the monthly payment due for January 1990, by the amount of 7%. If the Participant retired prior to July 1, 1988, the increase set forth in this Paragraph (g) shall be in addition to the increase set forth in Paragraphs (a), (b), (c), (d), (e) and (f).

(h) Retirement Prior to January 1, 1992.

If the Participant retired prior to January 1, 1992, the Participant's retirement benefits shall be increased beginning with the monthly payment due for January, 1992, by the amount of 5%. If the Participant retired prior to January 1, 1990, the increase set forth in this Paragraph (h) shall be in addition to the increases set forth in Paragraphs (a), (b), (c), (d), (e), (f) and (g).

(i) Retirement Prior to January 1, 1994.

If the Participant retired prior to January 1, 1994, the Participant's retirement benefits shall be increased beginning with the monthly payment due for January, 1994, by the amount of 5%. If the Participant retired prior to January 1, 1992, the increase set forth in this Paragraph (i) shall be in addition to the increases set forth in Paragraphs (a), (b), (c), (d), (e), (f), (g) and (h).

(j) Special Payment to Retirees.

Each retiree shall receive a second benefit payment for the month of December 1993 equal to his/her retirement benefit otherwise payable for that month.

(k) Retirement Prior to January 1, 1997.

If the Participant retired prior to January 1, 1997, the Participant's retirement benefits shall be increased beginning with the monthly payment due for January 1997 by the amount of 3%. If the Participant retired prior to January 1, 1994, the increase set forth in this Paragraph (k) shall be in addition to the increases set forth in Paragraphs (a), (b), (c), (d), (e), (f), (g), (h) and (i).

(l) Special Payment to Retirees in 1996.

Each retiree shall receive a second benefit payment for the month of December 1996 equal to his/her retirement benefit otherwise payable for that month.

(m) Special Increase to Those Who Retired Prior to January 1, 1976.

Retirement benefits for all Participants, who retired prior to January 1, 1976 shall be increased beginning with the monthly payment due for January 1997 by the following respective amounts:

<u>If the Participant Retired:</u>	<u>Percentage Increase</u>
Before 1971	50%
In 1971 or in 1972	40%
In 1973	30%
In 1974	20%
In 1975	10%

(n) Special Payment to Retirees in 1997.

Each retiree shall receive a second benefit payment for the month of December 1997 equal to his/her retirement benefit otherwise payable for that month.

(o) Retirement Prior to January 1, 1999.

If the Participant retired prior to January 1, 1999, the Participant's retirement benefits shall be increased beginning with the monthly payment due for January 1999 by the amount of 3%. If the Participant retired prior to January 1, 1997, the increase set forth in this Paragraph (o) shall be in addition to the increases set forth in Paragraphs (a), (b), (c), (d), (e), (f), (g), (h), (i) and (k).

(p) Special Payment to Retirees in 1998.

Each retiree shall receive a second benefit payment for the month of December 1998 equal to his/her retirement benefit otherwise payable for that month.

(q) Special Payment to Retirees in 1999.

Each retiree shall receive a second benefit payment for the month of December 1999 equal to his/her retirement benefit otherwise payable for that month.

(r) Retirement Prior to January 1, 2000.

If the Participant retired prior to January 1, 2000, the Participant's retirement benefits shall be increased beginning with the monthly payment due for January 2000 by the amount of 3%. If the Participant retired prior to January 1, 1999, the increase set forth in this Paragraph (r) shall be in addition to the increases set forth in Paragraphs (a), (b), (c), (d), (e), (f), (g), (h), (i), (k) and (o).

(s) **Special Payment to Retirees in 2000.**

Each retiree shall receive a second benefit payment for the month of December 2000 equal to his/her retirement benefit otherwise payable for that month.

(t) **Special Payment to Retirees in 2001.**

Each retiree shall receive a second benefit payment for the month of December 2001 equal to his/her retirement benefit otherwise payable for that month.

(u) **Special Payment to Retirees and Other Beneficiaries in 2006.**

Each retiree and other beneficiary shall receive a second benefit payment for the month of December 2006, equal to 50% of the benefit otherwise payable for that month.

(v) **Special Payment to Retirees and Other Beneficiaries in 2007.**

Each retiree and other beneficiary receiving a monthly benefit in December 2007 shall receive an additional benefit payment equal to 3.5% of the monthly total payments made to that person for 2007 but not to exceed twelve monthly payments in 2007.

13.04 MERGER OR CONSOLIDATION.

This Plan shall not be merged or consolidated with, nor shall any assets or liabilities be transferred to, any other plan, unless the benefits payable to each Participant, if the Plan was terminated immediately after such action, would be equal to or greater than the benefits to which such Participant would have been entitled if this Plan had been terminated immediately before such action.

13.05 ASSIGNMENT.

(a) **No Right to Assign, etc.**

A Participant, or surviving Beneficiary or estate of a Participant, or a former Participant shall have no right to assign, transfer, hypothecate, encumber, or anticipate his interest in, or any payment payable to the Participant under this Plan; nor shall any such interest or payment be subject to garnishment, attachment, levy, execution, or other legal or equitable process. If any such person shall attempt to assign, transfer, or dispose of such right, or should such right be subjected to attachment, execution, garnishment, sequestration, levy, or other legal or equitable process, then such assignment, transfer, disposition, attachment, execution, garnishment, sequestration, levy or other legal or equitable process shall be null and void.

(b) **Exception for Qualified Domestic Relations Order.**

Notwithstanding the provisions of Paragraph (a) above, the Plan will pay benefits in accordance with the applicable requirements of any Qualified Domestic Relations Order.

13.06 CLAIMS PROCEDURE.

The Claim Procedures for the Plan are contained in the Plan's Summary Plan Description.

13.07 PRONOUNS.

In many portions of this Plan a male pronoun may have been used to designate an Employee or a Participant and a female pronoun to designate a spouse or other Beneficiary. This has been done for convenience only. In all instances, male and female pronouns shall be used interchangeably in construing this Plan.

13.08 RECIPROCITY WITH THE NATIONAL PENSION PLAN.

If Contributions are received by this Plan for a Participant under a reciprocity agreement with another pension trust (the "visited trust") and no Contribution has been made directly from that visited trust on behalf of the Participant to the Plumbers and Pipefitters National Pension Fund (the "National Pension Plan"), then the Contributions sent to this Plan will be allocated between this Plan and the National Pension Plan in the same ratio as they would have been had the Participant been working in the jurisdiction of his own local.

13.09 BENEFITS FOR MEMBERS OF LOCAL 306.

(a) Termination and Restrictions Pertaining to This Plan.

Although Local 306 has been dissolved, that certain Reciprocity Agreement between the National Plan, Local 306 and this Plan (the "Reciprocity Agreement") remains in effect to administer benefits for former Local 306 members who are eligible to receive benefits from this Plan as set forth in this Section 13.09. If that agreement is terminated and as a consequence benefits are no longer available from this Plan to former members of Local 306, unless they qualify for benefits under the other terms of this Plan, then no former member of Local 306 or his Beneficiary shall have any recourse or cause of action against this Plan except to the extent that prior to such termination benefits have Vested under this Plan for that former member of Local 306. If there is any inconsistency between the terms of this Section 13.09 and the terms of the Reciprocity Agreement, the terms of this Section 13.09 shall prevail.

(b) Definitions.

As used in this Section 13.09, the following terms shall have the following meanings:

- (i) The term "former member of Local 306" or "former Local 306 member" refers to any person for whom Contributions were made to Local 306 and (1) who was a member of Local 598 and/or (2) for whom pension Contributions had been made to the Washington State Plan before January 1, 1986.
- (ii) "Retiree" refers to a member of Local 306 who is eligible for retirement under the National Pension Plan.
- (iii) "Beneficiary" refers to the beneficiary of a former member of Local 306.

- (iv) "The terms of the National Pension Plan" means the terms of the Plumbers & Pipefitters National Pension Fund as in effect at this date and as it may subsequently be amended from time to time.

(c) **Vesting.**

If a former member of Local 306 becomes vested under the terms of the National Pension Plan, then he/she shall be deemed Vested under this Plan with the result that all accrued benefits earned under this Plan shall then be non-forfeitable.

(d) **Eligibility for Benefits.**

When a former Local 306 member or his/her beneficiary applies for a benefit, and is eligible for a benefit under the National Pension Plan, that person shall then become eligible for the same type of benefit under the terms of this Plan if the National Pension Plan certifies to this Plan that the former Local 306 member or beneficiary has made application, and is eligible for, a certain type of benefit under the National Pension Plan.

(e) **Requirements to Qualify for a Benefit Under This Plan.**

The retiree or beneficiary so certified by the National Pension Plan must then apply for a benefit under this Plan and execute all application and election forms and provide such other information as may be required by the Administrative Office of this Plan. The retiree may select a whole life annuity or form of joint and survivor annuity payable under this Plan notwithstanding that under the National Pension Plan he has chosen another form of benefit payment. A beneficiary may select any form of benefit payment available under this Plan notwithstanding that under the National Pension Plan he or she has chosen some other form of benefit payment.

(f) **Type of Retirement Benefits.**

The retiree or beneficiary shall be eligible for the same type of benefit he or she has applied for under the National Pension Plan with the following qualifications or exceptions:

(i) **Normal Retirement Benefits.**

Normal Retirement Benefits under this Plan may not begin before the retiree reaches 65 years of age, or such earlier retirement age if the Normal Retirement Age under this Plan is subsequently lowered.

(ii) **Early Retirement Benefits.**

Early Retirement Benefits may not commence to a retiree before he reaches 55 years of age, or before such lower retirement age if this Plan is subsequently amended to provide for an earlier retirement age. The Early Retirement Benefit of any retiree shall be calculated in accordance with the reduction factors set forth in this Plan.

(iii) Disability Retirement Benefits.

The waiting period for commencement of Disability Retirement Benefits for a retiree shall be in accordance with the terms of this Plan. A retiree's eligibility for Disability shall be determined under the terms of the National Pension Plan and that plan shall certify to this Plan that a retiree is eligible for disability retirement under the National Pension Plan. This Plan will not pay Early Retirement Benefits to any former Local 306 member who is awaiting determination of whether he is eligible for disability retirement benefits under the National Pension Plan. If that former Local 306 member who has filed an application for disability retirement under the National Pension Plan is not eligible for such benefits and then takes early retirement, he/she shall make an application to this Plan for Early Retirement Benefits.

(iv) Death Benefits.

Any death benefits or pre-retirement benefits payable to a beneficiary because of the death of a former Local 306 member will only be payable (1) in the event that the former Local 306 member is vested under the National Pension Plan, or (2) in the event the beneficiary is otherwise eligible to receive the benefits under the other terms of this Plan.

(g) Suspension of Benefits.

Payments under this Plan to a retiree shall be suspended as of the date benefits were suspended to that retiree by the National Pension Plan. If the National Pension Plan reinstates those benefit payments, then this Plan shall as of the same date, reinstate payments to the retiree.

(h) Payments, Benefits and Rights Under This Plan.

Except as modified by the terms of any agreement with the National Pension Plan, the terms of this Plan and the rules and regulations promulgated by its Board, shall govern all payments, benefits and rights of former Local 306 members and their Beneficiaries in relation to this Plan. Any benefits payable under this Plan shall be computed in accordance with the terms of this Plan and shall be based only on Contributions made to this Plan on behalf of the former Local 306 member.

(i) Independent Eligibility Under This Plan.

If a former Local 306 member is eligible for benefits under the terms of this Plan notwithstanding the terms of this Section 13.09 then, when eligible, he may make application for benefits to this Plan and shall not be bound by the limitations of this Section 13.09.

13.10 LIMITATIONS ON CONTRIBUTIONS FOR EMPLOYEES.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual compensation of each Employee on which Contributions to this Plan are based shall not exceed the Omnibus Budget Reconciliation Act of 1993 ("OBRA '93") annual compensation limit. Contributions received in excess of that limit shall not be accepted by the Plan. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner of Internal Revenue for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For plan years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is \$150,000.

13.11 QUALIFIED MILITARY SERVICE BENEFITS UNDER THE UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT.

Notwithstanding any provision of the Plan to the contrary, effective December 12, 1994, contributions, benefits, and Service Credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Funding to provide benefits attributable to periods of qualified military service will be based upon the Participant's average Hours of Service during the 12-month period immediately preceding qualified military service, or, if shorter, the period of employment immediately preceding the qualified military service.

13.12 MINIMUM REQUIRED DISTRIBUTIONS

Effective on and after January 1, 2008, the Plan shall be administered in accordance with the requirements of Code section 432 insofar as they are or may become applicable.

SECTION 14. **Withdrawal Liability Rules**

The purpose of this Section is to incorporate certain of the Trust's policies and procedures regarding employer withdrawal liability in this Plan, some of which are required to be included in the Plan under Sections 4210(a) and (b) of ERISA.

14.01 CALCULATIONS OF UNFUNDED VESTED BENEFIT LIABILITIES

Unfunded vested benefit (UVB) liabilities, if any, shall be calculated using an interest rate based on

the PBGC Annuity Basis for December of the year prior to the withdrawal. Other than the interest rate, the calculation shall be based on the same assumptions used in the annual actuarial valuations for valuing its liabilities.

14.02 ALLOCATION OF UVB LIABILITIES AMONG EMPLOYERS

The presumptive method is used. Because the UVB was equal to zero for all measurements before December 31, 2008, all UVB change allocation pools before December 31, 2008 under the presumptive method were equal to zero. The initial UVB change allocation pool established at December 31, 2008 is equal to the UVB at December 31, 2008. At such time as there is no UVB, all allocation pools will be set to zero as allowed by the Pension Protection Act. As a result, the withdrawal liability assessment for a complete withdrawal will be zero for any year where the UVB at the end of the prior plan year is zero.

14.03 DE MINIMIS RULE

The Trust applies the “de minimis” rule set forth in subsection 4209(a) of ERISA, whereby the amount of UVB liability allocable to a withdrawn Employer is reduced by the lesser of (a) three quarters of one percent of the Trust’s total UVB obligations, or (b) \$50,000, reduced by the amount, if any, by which the UVB liability otherwise allocable to the Employer exceeds \$100,000. The “de minimis” rule shall not apply in the event of a “mass withdrawal” as described in ERISA subsection 4209(c).

14.04 FREE LOOK RULE

The Trustees have adopted the “free look” rule set forth in subsection 4209(a) of ERISA, whereby an Employer may withdraw from the Trust with no withdrawal liability if (a) the Employer had an obligation to contribute to the Trust for no more than five (5) Plan Years; (b) the Employer’s required contribution for each of the Plan Years prior to the withdrawal was less than two percent (2%) of the total contribution made by all Employers for each of those Plan Years; (c) the Employer had not previously avoided withdrawal liability under the “free look” rule, and (d) the Employer first had an obligation to the Trust after September 26, 1980.

14.05 PAYMENT SCHEDULE

Payments from withdrawing Employers shall be made on a quarterly basis, but the remaining withdrawal liability assessment can be pre-paid at any time.

Signed pursuant to authorization by the Board of Trustees.

By: _____
Chairman
Jeffery J. Owen

By: _____
Secretary
Ed Kommers

Date: _____

Date: _____

APPENDIX A – OVERVIEW OF THE PROVISIONS OF THE FAMILY AND MEDICAL LEAVE ACT OF 1993

Who is eligible?

To be eligible to take a leave under the Family and Medical Leave Act of 1993 (“FMLA”) an employee must meet the following conditions:

1. Must have worked for the employer for at least 12 months;
2. Must have worked at least 1,250 hours during the year preceding the leave; and
3. Must be employed at a work site where the employer employs at least 50 employees within a 75-mile radius.

What are the circumstances that entitle an employee to FMLA leave?

FMLA leave will be granted for:

1. Birth of a child and to care for a child.
2. Placement of a child with the employee for adoption or foster care.
3. Care for the employee’s seriously ill spouse, child or parent (not applicable to unmarried domestic partners).
4. A serious physical or mental health condition of the employee.

What is the duration of FMLA leave?

Eligible employees are entitled to take up to 12 weeks of FMLA leave in a 12-month period subject to rules set up by employers for specific situations. FMLA leave may be taken all at once, intermittently (that is separate, occasional blocks of time that may vary in length) or on a reduced leave schedule where the person’s usual number of hours per week or per day are reduced.

Pay during leave:

Employers are not required to pay wages or salary during the leave.

Employment protection:

Upon return from leave, the employee is entitled to his or her former position or “an equivalent position with equivalent employment benefits, pay and other terms of conditions and employment.”

Effect on pension plans:

“...(a) any period of FMLA leave will be treated as continuous service, (i.e., no break in service) for purposes of vesting and eligibility to participate.” 29 CFR § 825.215(d)(4).

Effective Date:

The law is effective August 5, 1993, except in cases where a collective bargaining agreement is in effect on that date. If there is such an agreement in effect then FMLA takes effect on termination of such agreement, but no later than February 5, 1994. Only leaves that start after the effective date are considered FMLA leaves.