

PIPEFITTERS' LOCAL NO. 636

DEFINED BENEFIT PENSION PLAN

SUMMARY PLAN DESCRIPTION



2021

To All Participants:

We are pleased to provide you with this Summary Plan Description. As a Summary Plan Description ("SPD"), this document summarizes the terms of the Pipefitters Local 636 Defined Benefit Pension Plan document ("Plan"). It is designed to help you understand how the Plan works, your rights and benefits and those of your beneficiaries, and how to obtain these benefits. Please note that the use of any word in this summary in the masculine gender is also intended to be in the feminine gender, and vice versa, where appropriate.

This SPD is not intended to cover every detail of the Plan or every situation that might occur. It is simply a summary. The complete Plan is available for inspection at any time at the Plan Office. If there is any conflict between this SPD and the Plan, the Plan controls. For a more detailed statement of your rights, benefits, and obligations consult the Plan document.

The Trustees reserve the right to amend the Plan at any time. However, no amendment can or will decrease benefits already accrued.

Please read this SPD carefully and keep it for future reference. If you have any questions, please contact the Plan Office.

Board of Trustees

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ARTICLE 1 -DEFINITIONS

Accrued Benefit means the Legacy Benefit plus the Cash Balance Benefit.

Actuarial Equivalent means a benefit having the same value as the benefit which it replaces as determined by the application of the appropriate factor for the benefit being calculated as set forth in Appendix A to this Plan.

Annuity Starting Date means the means the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the participant to such benefit.

Association means Mechanical Contractors Association of Detroit (formerly Metropolitan Detroit Plumbing and Mechanical Contractors Association, Inc.).

Break in Continuous Service means the interruption of credited service which occurs with respect to any Participant who, after December 31, 1992, fails to earn at least 1/4 year of Credited Service during two consecutive Plan Years. The Break in Continuous Service shall be deemed to have occurred on December 31 immediately preceding January 1 of the first of the two consecutive calendar years during which the Employee fails to be credited with at least 1/4 year (.25 of a year after 1/1/99) of Credited Service. A "Break in Service Year" means any calendar year in which an Employee fails to earn at least 375 Hours of Service.

Cash Balance Benefits mean benefits accrued on or after July 4, 2016, as set forth in Article 7.

Covered Employment means employment with an Employer, for which the Employer has agreed through a written collective bargaining agreement with the Union, or other written agreement, to contribute to the Pension Fund.

Employee means any person who:

- (a) on or after January 1, 1993, is working for an Employer who is obligated to make Contributions to the Fund on his/her behalf, or
- (b) is employed by the Union for whom Contributions are made to the Fund, or
- (c) is employed by the Pipefitting Industry Training Trust Fund for whom Contributions are made to the Fund, or
- (d) is a self-employed worker who is party to a written agreement with the Union requiring contributions to the Fund, but only to the extent permitted by law.

This definition includes any individual who once qualified as an Employee according to the immediately preceding sentence, and who later became employed by an Employer connected with the plumbing and pipefitting industry in the Detroit Area in a different capacity, but who, while employed in such different capacity, can satisfy the Trustees that he is still regarded as an Employee by both himself and his Employer. The Plan adopts the "alumni rule" as set forth in Treasury Regulation §1.410(b)-6(d)(2)(ii) for the purpose of defining a "collectively bargained employee" under the Internal Revenue Code.

Employer or Contributing Employer means:

- (a) any association, member of the Association, individual, partnership, private corporation, municipal or governmental corporation, board of education, or university or college governing board which employs workers coming under the jurisdiction of the Union and which has a written agreement with the Union requiring periodic payments to the plan for the purpose of providing pension and retirement benefits for such workers, or

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- (b) the Union or an affiliate of the Union, or
- (c) the Pipefitting Industry Training Trust Fund ("Apprentice Fund");
- (d) any other employer who is obliged by a Collective Bargaining Agreement, or other written agreement satisfying the requirements of the National Labor Relations Act and acceptable to the Trustees, to make Contributions to the Fund.

The Union, its affiliate, and the Apprentice Fund are defined as Employers only for the purpose of enabling them to make contributions on behalf of Employees employed by them, and they shall never participate in the selection of Employer Trustees.

Employer Contribution means the payments made by an Employer to the Fund on behalf of an Employee or Employees.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Hour of Service means each hour for which an Employee is paid, or entitled to payment, by an Employer, for the performance or non-performance of services as well as for each hour for which back pay, irrespective of mitigation of damages, is awarded or is agreed to by an Employer. Such hours shall be credited to the computation period in which the services were performed or to which the award or agreement pertains in accordance with D.O.L. regulation 2530.200b-2.

Hour of Work or Hours Worked means each hour worked for an Employer for which Employer Contributions are due to the Fund.

Legacy Benefits mean benefits accrued before July 4, 2016, as set forth in Article 5.

Normal Retirement Age means age 65.

Participant means any Employee who satisfies the conditions to become a Participant in accordance with Section 3.1 of this Plan.

- (a) **Active Participant** means a Participant who has not yet become a retired, deceased or former Participant and who has not suffered a Break in Continuous Service.
- (b) **Inactive Participant** means a Participant who has not yet become a retired, deceased or former Participant and who has suffered a Break in Continuous Service.

Pensioner means any person to whom the Fund is paying a Normal Pension Benefit, an Early Pension Benefit, a Disability Pension Benefit, a Deferred Vested Pension Benefit, a Surviving Spouse Pension Benefit, or a Dependent Child's Benefit.

Permanent and Total Disability means a physical or mental condition of a Participant, which totally and for a period of one year or longer beyond the date of his application for a permanent and total disability pension benefit, in the opinion of a physician satisfactory to the Trustees, will prevent such Participant from engaging in any regular occupation or employment for remuneration or profit as a pipefitter, provided, however, that no Participant shall be deemed to be totally and permanently disabled for the purpose of the Plan if his incapacity consists of chronic alcoholism or results from substance abuse or if such incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise involving moral turpitude or resulted therefrom, or resulted from an intentionally self-inflicted injury (unless such injury was the result of a physical or mental condition), or from service in the Armed Forces of any country.

Plan or Pension Plan means the Pipefitters' Local No. 636 Defined Benefit Pension Plan (636 DBPP).

Plan Year means the calendar year.

P&PPF means Plumbers Local No. 98 and Pipefitters' Local No. 636 Pension Fund and Plumbers Local No. 98 and Pipefitters' Local No. 636 Pension Plan as in effect prior to January 1, 1993.

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Qualified Joint and Survivor Pension for Legacy Benefits means an annuity payable to the Pensioner during his lifetime with 50% of such annuity continued to the Surviving Spouse, if living, for the duration of the Spouse's lifetime after the death of the Pensioner, which annuity is the Actuarial Equivalent of the Pensioner's benefit payable in the form of a single life annuity.

Qualified Preretirement Survivor Annuity for Legacy Benefits means a survivor annuity for the life of the Surviving Spouse of the Participant equal to the amount which would have been payable under the Qualified Joint and Survivor Pension if (i) in the case of a participant who dies after the date on which the participant attained the earliest retirement age, such participant had retired with an immediate Qualified Joint and Survivor Pension on the day before the participant's date of death, or (ii) in the case of a participant who dies on or before the date on which the participant would have attained the earliest retirement age, such participant had separated from service on the date of death, survived to the earliest retirement age, retired with an immediate Qualified Joint and Survivor Pension at the earliest retirement age, and died on the day after the day on which such participant would have attained the earliest retirement age.

Surviving Spouse means the surviving spouse of a Pensioner or Participant who was married to the deceased Pensioner or deceased Participant for at least 12 consecutive months prior to the death of the Pensioner or Participant. Notwithstanding the foregoing, if a Pensioner divorces after the annuity starting date (as defined in the Internal Revenue Code), in the absence of a qualified domestic relations order providing otherwise, the Surviving Spouse shall be the individual to whom he/she was married on the annuity starting date. Further, "Spouse" or "Surviving Spouse" as used in this Plan means the Pensioner's or Participant's legal spouse who has met all requirements of a valid marriage contract in the state of marriage of such parties.

Social Security Normal Retirement Age means the retirement age as set forth in Section 216(1) of the Social Security Act except that this Section is applied without regard to the age increase factor and as if early retirement age under Section 216(1)(2) is 62.

Trust Agreement means the Agreement and Declaration of Trust of Pipefitters' Local No. 636 Defined Benefit Pension Fund, effective January 1, 1993, as amended from time to time.

Trust Fund, Trust, Fund, or Pension Fund means the Pipefitters' Local No. 636 Defined Benefit Pension Fund.

Trustees means the Employer Trustees and the Union Trustees, and Alternate Employer Trustees and Alternate Union Trustees, collectively, as appointed pursuant to the Trust Agreement, and as constituted from time to time, in accordance with the provisions of the Trust Agreement. Trustee means any one of the Trustees.

Union means Pipefitters,' Refrigeration & Air Conditioning Service Local 636 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada AFL-CIO.

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ARTICLE 2 - CREDITED AND VESTING SERVICE

2.1 Credited Service

The Credited Service of an Employee is the time, computed in accordance with this Article, for which the Employee is given credit as having been employed for the purpose of computing his Legacy Benefits under this Plan. For the purpose of computing years of Credited Service under this Plan, quarter years, where applicable, shall be added to make full years, and benefits and Credited Service shall be computed for a quarter year's, a half year's, and three quarter year's service, as well as for a full year's service.

(a) Credited Service prior to January 1, 1993:

Every participant of the Plan shall be credited with the credited and vesting service the participant acquired under P&PPF so that, commencing January 1, 1993, the credited and vesting service of every participant will be comprised of the participant's credited and vesting service under P&PPF plus all credited and vesting service acquired under the 636 DBPP.

(b) For the period between January 1, 1993 and January 1, 1999:

Hours of Service	Fractional Years of Credited Service
Less than 375	0
375 but less than 750	1/4
750 but less than 1040	1/2
1040 but less than 1500	3/4
1500 or more	1

(c) For the period following January 1, 1999:

An Employee who earns 1,500 or more Hours of Service in a calendar year shall be credited with a Year of Credited Service.

An Employee who earns less than 1,500 Hours of Service in a calendar year shall be credited with Credited Service in accordance with the following formula:

Hours of Service	Fractional Years of Credited Service
Less than 375	0
375	.25

For all Hours of Service in excess of 375 in any one year, the hours shall be multiplied by .000667 to determine the fractional portion of the Year with which the employee shall be credited, except that any employee who earns between 1,040 and 1,125 hours during Plan Year 1999 shall be credited with .75 of one year of Credited Service. Thereafter, Credited Service shall be calculated in accordance with the above referenced formula.

For Plan Year 2016 only: Notwithstanding the foregoing, if a Participant has less than 1,500 Hours of Service as of July 3, 2016, he/she shall receive a fractional Year of Credited Service based on all Hours of Service for the 2016 Plan Year, calculated by multiplying Hours of Service from January 1 to July 3, 2016, by .000667.

(d) No more than one year of Credited Service shall be recorded for any Employee in any single calendar year.

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- (e) Each Employee who has accumulated Credited Service under this Plan and who thereafter becomes a member of the armed forces of the United States of America shall be entitled to accumulate one year of Credited Service for each year served in said armed forces, pursuant to Section 2.3 below.
- (f) Beginning with January 1, 1993, hours of service shall also include 40 hours for each week for which the Employee was paid a supplemental unemployment benefit by Pipefitters' Local No. 636 Supplemental Unemployment Benefit Trust Fund.
- (g) Hours of Service earned while working for the Detroit Board of Education while a participant is an apprentice shall be used for purposes for computing Credited Service for such years.

2.2 Vesting Service

Credited Service determines the amount of your benefit; Vesting Service determines whether you are entitled to a benefit. Vesting service is determined as follows:

- (a) An Employee's Vesting Service shall be hours of service after January 1, 1993, determined according to the following schedule, based on the number of Hours of Service credited to him during each calendar year:

Number of Hours of Service during Calendar Year	Fractional Years of Vesting Service
Less than 375	None
375 but less than 750	1/4
750 but less than 1000	1/2
1000 or more	1

- (b) Vesting Service shall also include the amount of Vesting Service granted under P&PPF.
- (c) Once an Employee has acquired one or more years of Credited Service, he shall receive Vesting Service for any subsequent year or part year of service, in accordance with the schedule above, (a) performed for an Employer which is party to a Collective Bargaining Agreement with Pipefitters' Local No. 636, even though the Employer was not obligated by the Collective Bargaining Agreement to make contributions on the Employee to the Pipefitters' Local No. 636 Defined Benefit Pension Plan or its predecessor, Plumbers Local No. 98 and Pipefitters' Local No. 636 Pension Fund, (b) performed work for the United Way and who qualifies as a Pensioner by virtue of such service under the terms of the Pipefitters Local 636 Insurance Fund plan document, or (c) for work in Canada for which he received credit in the UA Canadian Pipeline Industry National Pension Fund, and such service under (a)-(c) shall further be considered credited service ONLY for purposes of determining whether a Break in Continuous Service has occurred and for no other reason. Under no circumstance will an Employee receive Vesting Service under this provision for any years prior to the year in which he earned a year of Credited Service. This provision shall apply to Hours of Service performed while the Employee was a participant of Plumbers Local No. 98 and Pipefitters' Local No. 636 Pension Fund (P&PPF) before January 1, 1993, and a participant of the Pipefitters' Local No. 636 Defined Benefit Pension Fund after January 1, 1993

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- (d) For Participants who do not work an Hour of Service on or after July 4, 2016, a Participant is fully vested upon attaining five years of Vesting Service. For Participants who work an Hour of Service on or after July 4, 2016, a Participant is fully vested upon attaining three years of Vesting Service. Notwithstanding
 - (i) Prior to January 1, 1998, a Participant had to have ten years of Vesting Service to be fully vested. See §§ 2.3 and 4.6, below.
 - (ii) As to service prior to July 1, 1956, the Plan provides that if you were not credited with at least 375 hours of Employer contributions in any one of five consecutive calendar years between January 1, 1957 and January 1, 1972, you are not entitled to any Vested/Credited Service for the period prior to July 1, 1956

2.3 Break in Continuous Service

An Employee who incurs a Break in Continuous Service before he has met the requirements for pension benefits or for a deferred vested pension benefit as provided in Article 4, shall forfeit his Vesting Service and Credited Service. This rule is subject to the following:

- (a) If a former Employee, who has incurred such a Break in Continuous Service, returns to work as an Employee, as defined in the 636 DBPF, and earns at least 375 Hours of Service in a Plan Year, his prior Vesting Service and Credited Service will be restored only if the number of his consecutive Break in Service Years since his date of Break in Continuous Service is less than the greater of five years or the aggregate number of years of pre-break Vesting Service.
- (b) Maternity/Paternity Leave. Notwithstanding the foregoing, in the case of an Employee who is credited with an Hour of Service after January 1, 1993, and who is absent from work (i) by reason of the pregnancy of the Employee, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (iv) for the purpose of caring for such child for a period beginning immediately following such birth or placement, such Employee shall not be deemed to have had a Break in Service Year for eligibility and vesting purposes. The Employee is treated as having completed the number of Hours of Service as if such absence had not occurred, or, in any case in which such Hours of Service cannot be determined, 8 Hours of Service per day of such absence shall be credited to the Employee. For purposes of this paragraph, a maximum of 375 Hours of Service shall be credited to the Employee only in the year in which such absence begins if crediting of such Hours of Service is necessary in order to prevent a Break in Service Year for that year. If such credit is not necessary for the year in which such absence begins, such Hours of Service shall be credited in the immediately following year.
- (c) Military Leave. An Employee's failure to earn sufficient Hours of Service in a Plan Year due to service in the Armed Forces of the United States, resulting from his induction or voluntary enlistment therein, shall not constitute a Break in Service and such military service shall be considered as service for purposes of Years of Service under the Plan, provided that the cumulative length of an Employee's absence does not exceed 5 years and the Employee complies with all of the requirements of Federal law in effect on the date of his separation from such service. Effective December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified

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military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.:

- Notification: Prior to entering military service (i.e. service covered under the Uniformed Services Employment and Reemployment Act), a Participant is required to provide advance written or verbal notice to his employer unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable.
- Disclosure Requirement: Upon application for re-employment, a Participant shall be required to provide documentation to establish the timeliness of his application for re-employment (A copy of the Participant's discharge papers shall be sufficient).
- Crediting Military Service: To determine the number of hours to be credited for military service, the Board of Trustees shall review the Participant's work history during a period equal to at least two times the amount of time spent in military service.
- Allocation of Liability: Liability associated with the crediting of military service shall be added to all other Plan liabilities for a particular Plan year and funded in the same manner as any other Plan liability.
- Service and Discharge: Credit will be given under this section only if service is for no more than five years, unless extended at the government's request, and the Participant is discharged under honorable conditions.

A Participant will only be entitled to the benefits of this section regarding Military Leave if he/she returns to work in Covered Employment within the following time frames: (1) for uniformed service of less than 31 days, by the next work day after the end of service plus eight hours, or as soon as possible after the end of the eight-hour period if reporting earlier is impossible through no fault of the Participant; (2) for service of more than 30 days but less than 181 days, within 14 days of completing the service, or the next full calendar day if returning earlier is impossible through no fault of the Participant; or (3) for service of more than 180 days, within 90 days after completion of the service.

Effective January 1, 2007, the beneficiary of a Participant on a leave of absence to perform military service with reemployment rights under Section 414(u) of the Internal Revenue Code shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant died as an Active Participant in accordance with Section 401(a)(37) of the Internal Revenue Code.

2.4 Non-Covered Employment

Non-Covered Employment shall be employment with an Employer which does not come within the work jurisdiction of the Union. If an Employee who was employed in Non-Covered Employment becomes a Participant of the Plan while working for the same Employer, he shall be given Vesting Service for his continuous employment with that Employer immediately prior to the date his work comes within the work jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a party to a collective bargaining agreement with the Union. The Vesting Service thus granted retroactively shall be based on the number of hours worked by the Employee in each Plan Year and shall be used only for determining eligibility for benefits and vesting and shall not be used for purposes of benefit accrual.

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A Participant who becomes employed in Non-Covered Employment for the same Employer for whom he was working within the work jurisdiction of the Union, shall continue to accrue Vesting Service for such continuous Non-Covered Employment based on the number of hours worked by the Employee in each Plan Year, but such years shall be used only for determining eligibility for benefits and vesting and shall not be used for purposes of benefit accrual.

ARTICLE 3 – PARTICIPATION

3.1 Participant Requirements

An Employee shall become an Active Participant of the Plan on the first day of the month following the completion of 375 Hours of Service within the Plan Year, but all Employees who were members of P&PPF on December 31, 1992, shall automatically be Active Participants of 636 Defined Benefit Pension Plan on January 1, 1993.

3.2 Termination of Participant

An Employee shall cease to be an Active Participant of the Plan when he suffers a Break in Continuous Service. An Employee whose participation has terminated in accordance with this Section 3.2 shall again become an Active Participant when he satisfies the requirements of Section 3.1. Such participation shall be retroactive to the date of rehire.

ARTICLE 4 – ELIGIBILITY AND AMOUNT FOR LEGACY BENEFITS

No Legacy Benefits shall be paid to any Participant or Beneficiary who does not meet the requirements of this Article. This Article applies exclusively to benefits accrued prior to July 4, 2016, i.e. Legacy Benefits.

4.1 Normal Pension Benefit

(a) Eligibility

An Active Participant who is credited on the records of the Plan with 5 or more years of An Active Participant who is credited on the records of the Plan with five or more years of Vested Service (three or more years of Vesting Service for Participant's who have an Hour of Service on or after July 4, 2016) and whose Covered Employment terminates on or after he attains the age of 65, shall be eligible to receive a normal pension benefit. The Normal Pension Benefit shall be in the form of a Qualified Joint and Survivor Pension.

An Active Participant whose Covered Employment terminates on or after he attains the age of 65 on or after the fifth anniversary of the year in which he first earned Credited Service (third anniversary of the year in which he first earned Credited Service for Participant's who have an Hour of Service on or after July 4, 2016) under the Plan, shall be eligible to receive a normal pension benefit. A Participant's right to his normal pension benefit shall be nonforfeitable upon the earlier of:

- (a) the attainment of age 65 and the completion of five years of Vested Service (three years of Vesting Service for Participant's who have an Hour of Service on or after July 4, 2016), or

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(b) the attainment of age 65 and the fifth anniversary of the year in which he first earned Vested Service under the Plan (third anniversary of the year in which he first earned Credited Service for Participant's who have an Hour of Service on or after July 4, 2016).

(b) Amount

For the 636 DBPP's first Plan Year (1993), the benefit rate shall be \$70.00 per month for every year of Credited Service, on condition that the 636 DBPP's Actuary has determined that the rate referred to in this sentence can be sustained without creating any unfunded liability, based upon an amount of money equal to the money in the Pipefitters' Sub-Account of P&PPF as of December 31, 1992, together with such other excess monies that are available as a result of the termination and split of P&PPF.

The benefit rate for every Plan Year after 1993 shall be the benefit rate paid in the prior Plan Year, provided that the prior Plan Year rate can be sustained based on the total employer contributions received by the 636 DBPP in the prior Plan Year, as if all such employer contributions were dedicated to produce a benefit rate, as determined by the 636 DBPP's Fund Actuary. If the 636 DBPP's Fund Actuary determines that the benefit rate paid in the prior Plan Year cannot be sustained by the contributions received in the prior Plan Year, then the Actuary shall determine what benefit rate the total employer contributions received in the prior Plan Year would produce, if the total employer contributions were dedicated. In the event that a Motion is made at a meeting of the Trustees to pay a benefit rate which is different from the benefit rate which the Actuary has determined pursuant to the immediately preceding sentence which Motion results in a deadlock, the benefit rate to be paid shall be that rate which has been determined by the Actuary but not to exceed the benefit rate paid in the prior Plan Year.

It is understood that the foregoing language in Section 5.1 shall not prevent the Employer Trustees and the Union Trustees from agreeing on a benefit rate.

Notwithstanding the above, a Participant's monthly Normal Retirement Benefit is equal to his Accrued Benefit which is the sum of (1), (2) and (3) below.

(1) The benefit rate for each year of Credited Service earned under the P&PPF is \$17.00. In addition, the following benefit increases are applicable to those Participants who were either Active Participants (i.e. had not incurred a Break in Service) or a Pensioner on the effective date of each increase set forth below:

Effective Date of Increase	Increase in Benefit Rate for Years of Credited Service
1/1/92	\$3.00 for each year of Credited Service earned between 1/1/56 and 12/31/66
1/1/97	\$3.00 for each year of Credited Service earned between 1/1/56 and 12/31/84
1/1/97	\$3.00 for each year of Credited Service earned between 1/1/67 and 12/31/84
1/1/99	\$7.00 for each year of Credited Service earned between 1/1/56 and 12/31/84

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Effective Date of Increase	Increase in Benefit Rate for Years of Credited Service
1/1/01	\$5.00 for each year of Credited Service earned between 1/1/56 and 12/31/84
1/1/02	\$5.00 for each year of Credited Service earned between 1/1/56 and 12/31/84

(2) The benefit rates for years of Credited Service earned under the P&PPF for the years 1985 through 1992 are as follows:

1985 and 1986 - \$51.00
1987 thru 1992 - \$70.00

(3) The benefit rates for years of Credited Service earned under the Plan after 1992:

Plan Year	Benefit Rate
1993-1997	\$70.00
1998	\$80.00
1999	\$90.00
2000	\$100.00
2001	\$110.00
2002	\$120.00
2003	\$120.00
January 1, 2004 thru May 31, 2004	\$120.00
June 1, 2004 thru December 31, 2004	\$100.00
2005 to present	\$100.00

Notwithstanding anything to the contrary, no benefit increases shall apply to any Participants who have had a Break in Service as of the effective date of any benefit increase (unless any such increase specifically and affirmatively states it applies to Participants who have had a Break in Service).

4.2 Early Pension Benefits

(a) Class I Early Retiree

(1) Eligibility

An Active Participant who is credited on the records of the Plan with 10 or more years of Vested Service and whose Covered Employment terminates after he attains the age of 58 but before he attains the age of 60 shall be eligible to receive a Class I early pension benefit.

(2) Amount

The monthly Class I early pension benefit of an Active Participant who has attained age 58 but is less than age 60, and who applies for an early pension benefit, shall be equal in amount to the normal pension benefit which he would be entitled to receive if he were 60 years of age at the time

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of actual early retirement, reduced by 1/180 for each month by which he is less than 60 years of age.

(b) Class II Early Retiree

(1) Eligibility

An Active Participant who is credited on the records of the Plan with 5 or more years of Vested Service and whose Covered Employment terminates on or after he attains the age of 60, but before he attains the age of 65, shall be eligible to receive a Class II early pension benefit.

(2) Amount

The monthly Class II early pension benefit of an Active Participant who has attained the age of 60 but is less than age 65, and who applies for an early pension benefit, shall be equal in amount to the normal pension benefit which he would be entitled to receive if he were 65 years of age at the time of actual early retirement.

4.3 Disability Benefit

(a) Eligibility

An Active Participant who is credited on the records of the Plan with 10 or more years of Credited Service and whose Covered Employment terminates because he has become Permanently and Totally Disabled, shall be eligible to receive a disability pension benefit for a period of 2 years. A Participant can only continue to draw such a disability pension benefit beyond 2 years if he/she has received an award from and been certified as disabled by the United States Social Security Administration.

In the event he/she is not eligible to receive a Social Security Disability Benefit within two years after the effective date of his disability pension benefit, a Participant may continue to receive his disability pension benefit for a period not to exceed an additional 18 months if:

- (1) the Participant applied for Social Security Disability benefits within 30 days of the effective date of his disability pension benefit, unless the individual is unable to timely submit an application due to his/her disability or other events outside his/her control, in which case the application must be submitted as soon as he/she is reasonably able to do so;
- (2) the Trustees determine in their sole and absolute discretion that the Participant continues to be Permanently and Totally Disabled; and
- (3) the Participant continues to timely pursue the administrative procedures under the Federal Social Security Act to exhaustion/completion (including but not limited to filing timely appeals) and provides proof to the Trustees concerning the status of the application for benefits.

The Participant has an obligation to provide the Fund notice of any final determination regarding his/her application for Social Security Disability Benefits within seven days of receipt.

Notwithstanding the foregoing: (1) if a former Participant suffers a totally disabling injury or illness incurred while working in Covered Employment, he shall not incur a Break in Service; and (2) no disabled Participant shall be eligible to receive a disability pension benefit under the Plan for the period during which he is maintained

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in a government-supported institution because of such disabling condition, at no charge to him, to his estate or to his relatives, but, under these circumstances, the Trustees may pay the disability pension benefit to the disabled Participant's wife or dependent child or children under the age of 19.

Notwithstanding the foregoing, no disability benefit will be paid to any Participant if he/she is receiving a disability benefit from the Pipefitters Local 636 Insurance Fund.

In the event an individual approved for an Early Pension Benefit pursuant to Section 4.2(a) subsequently receives a Social Security Disability Award with an effective date on or before the effective date of his Early Pension Benefit, upon request his benefit may be converted to a Disability Benefit provided he:

- (1) requests to do so within 24 months of the effective date of his Early Pension Benefit; and
- (2) establishes that he met the eligibility requirements for a Disability Benefit on the effective date of his Early Pension Benefit.

If approved, the Disability Benefit shall be retroactive to the effective date of the Early Pension Benefit.

(b) Amount

The monthly disability pension benefit of an Active Participant who applies for a disability pension benefit shall be equal to his normal pension benefit, determined in accordance with Section 4.1, provided, however, that such Participant shall not be eligible to receive a disability pension benefit while receiving a disability benefit from Pipefitters' Local No. 636 Insurance Fund. If eligible to do so, a disability pensioner may elect on a one time irrevocable basis to convert his disability pension to an unreduced early pension benefit or normal retirement benefit where such an election will not result in a change in his/her monthly benefit amount. In such event, any joint and survivor options previously made cannot be changed. Effective January 1, 1993, payments made to disability pensioners under this Pension Plan shall not be coordinated with any worker's compensation payments paid or payable to the disability pensioner. This provision applies regardless of a disability pensioner's attainment of normal retirement age.

4.4 Surviving Spouse's Pension Benefit

(a) Eligibility

The Surviving Spouse of:

- (1) A Pensioner, or
- (2) An Employee who has five or more years of Vesting Service (three or more years of Vesting Service for Participant's who have an Hour of Service on or after July 4, 2016), or who has satisfied the requirements for a normal pension benefit, at the time of his death, or
- (3) An Inactive Participant entitled to receive a Deferred Vested Pension Benefit, shall be eligible for a Surviving Spouse's pension.

(b) Amount

- (1) Surviving Spouse of Pensioner

The monthly Surviving Spouse pension benefit payable to an eligible Surviving Spouse of a Pensioner shall be equal to 50% of the monthly benefit

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being paid to the Pensioner at the time of his death, and this pension benefit shall be paid to the Surviving Spouse for 12 consecutive months, beginning with the month immediately following the month in which the Pensioner dies. Before the end of this 12 month period, the Surviving Spouse shall elect in writing whether to continue to receive the same monthly pension benefit, subject to the condition that the pension terminates upon her remarriage; or whether to receive a monthly pension benefit, until her death, in an amount equal to the survivor portion of the Qualified Joint and Survivor Pension Benefit which would have been payable to her had such been the benefit provided when the Pensioner first retired. Such election shall be witnessed by a notary public. Prior to making her election, the Surviving Spouse shall be provided by the Trustees with a written explanation of the terms and conditions of the Qualified Joint and Survivor Pension and the effect of an election not to take such Qualified Joint and Survivor Pension. If the Surviving Spouse fails to make her election at the end of the 12 consecutive month period referred to hereinabove, she shall automatically begin receiving the monthly Qualified Joint and Survivor Pension Benefit in the thirteenth month immediately following the month in which the Pensioner died and shall be paid such monthly benefit until her death. If the Surviving Spouse remarries before the end of the 12 consecutive month period referred to hereinabove, she shall automatically begin receiving the monthly Qualified Joint and Survivor Pension Benefit in the month following her remarriage.

(2) **Surviving Spouse of an Employee**

The monthly Surviving Spouse pension benefit payable to an eligible Surviving Spouse of a vested Participant, shall be equal to 50% of the accrued monthly benefit. If the Employee had attained earliest retirement age as of the date of death, this pension benefit shall be paid to the Surviving Spouse for 12 consecutive months beginning with the month immediately following the month in which the Employee died. If the Employee had not attained earliest retirement age as of the date of death, this pension benefit shall be paid to the Surviving Spouse for 12 consecutive months beginning with the month immediately following the month in which the Surviving Spouse submits an application for such benefit (however, if an application is submitted within 60 days following the death of the Employee, the benefit will be payable the first of the month following the death of the Employee), but no later than the first of the month following the month the Employee would have attained earliest retirement age. At the end of this 12 month period, the Surviving Spouse shall elect in writing whether to continue to receive the same monthly pension benefit, subject to the condition that the pension terminates upon her remarriage; or whether to receive a monthly pension benefit, payable commencing at the end of such 12 month period, until her death, in an amount equal to the survivor portion of the Qualified Preretirement Survivor Annuity (unreduced for commencement prior to normal retirement age). Such election shall be witnessed by a notary public. Prior to making her election, the Surviving Spouse shall be provided by the Trustees with a written explanation of the terms and conditions of the Qualified Preretirement Survivor Annuity and the effect of an election not to take such Qualified Preretirement Survivor Annuity. If the Surviving Spouse fails to make her election at the end of the 12 consecutive month

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period referred to hereinabove, she shall automatically begin receiving the monthly Qualified Preretirement Survivor Annuity in the thirteenth month immediately following the month in which the Employee died and shall be paid such monthly benefit until her death. If the Surviving Spouse remarries before the end of the 12 month period referred to hereinabove, she shall automatically begin receiving the monthly Qualified Preretirement Survivor Annuity in the month following her remarriage.

(3) Optional Benefits for Surviving Spouse of a Participant

(i) Pre-retirement 100% Pop-Up Option

Effective January 1, 1995, any Participant who has a Spouse and who has attained age 50 and who has five or more years of Credited or Vesting Service may elect coverage under this paragraph 3(a) in lieu of the benefits automatically provided under paragraph 2. An Inactive Participant may not elect coverage under this paragraph 3(a) unless at the time of the election such individual was an Active Participant and had satisfied the above conditions for eligibility.

If a Participant is covered by this Pre-retirement 100% Pop-Up Option and dies, the Participant's spouse will be entitled to a Pre-retirement 100% Pop-Up Option. The amount that his Spouse is entitled to receive shall be determined as if the Participant had elected to retire on the first day of the calendar month coincident with or immediately following the Participant's date of death and had elected to receive his Normal Benefit less the cost of this Pre-retirement 100% Pop-Up Option. In this instance the Spouse's Benefit will commence on the first day of the calendar month coincident with or immediately following the Participant's date of death.

The Trustees shall furnish the Participant with a written explanation of the terms and conditions of a Pre-retirement 100% Pop-Up Option and the Participant's right to make and the effect of an election of this option. Such written explanation shall be provided to each Participant at least 30 days prior to the beginning of the month in which the Participant becomes eligible for this optional benefit. The election of this optional benefit will become effective the first day of the month following receipt by the Trustees of a written election for such coverage or, if later, the first day of the month in which the Participant satisfies the above age and service conditions for eligibility.

If a Participant who has elected coverage wishes to stop coverage he must do so by filing a written form with the Trustees. The coverage will cease the first of the month following receipt of such form. However, in no event will coverage continue beyond the end of the month in which a Spouse dies.

The cost of this Pre-retirement 100% Pop-Up Option will be paid for by the Participant through a reduction in the Participant's Normal Pension Benefit, Early Pension Benefit or Disability Pension Benefit. The amount of the reduction in such benefit shall equal one-twelfth (1/12) of 0.52% (.0052) for each month such coverage was in effect.

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However, if a Participant's Spouse dies before the Participant retires the Participant will not be charged for this benefit.

(ii)

100% Survivor Option with Pop Up

Under this Option, a Participant shall receive a reduced monthly benefit for his lifetime. Upon his death, his Surviving Spouse shall receive the same reduced monthly benefit that the Participant was receiving upon his date of death. This amount shall remain payable until the death of the Surviving Spouse, even if she remarries. If, however, the Spouse predeceases the Participant, the Participant's monthly benefit shall automatically increase to the amount the Participant would have received had this Option not been elected. Upon filing a written application for benefits, the Participant shall be provided with a written explanation of the 100% Survivor Option with Pop Up and the procedures necessary to elect such form of payment.

A Disability Pensioner with a Spouse who is receiving a Disability Pension Benefit may elect to receive such pension benefit in the form of a 100% Survivor Option with Pop-Up upon attainment of earliest retirement age.

A Participant with a spouse who has elected to receive his pension benefit in the form of a 100% Survivor Option with Pop Up, may, within 18 months of the date of his first pension check, rescind this election. The rescission of the 100% Survivor Option with Pop Up shall be on a form provided by the Plan which shall be signed by the Participant and by his spouse, whose signatures shall be notarized. The signed and notarized form shall be delivered to the office of the Fund. Said rescission shall be effective the first day of the month following receipt by the Fund Office.

(iii)

75% Survivor Option

Under this Option, a Participant shall receive a reduced monthly benefit for his lifetime. Upon his death, his Surviving Spouse shall receive 75% of the reduced monthly benefit that the Participant was receiving upon his death. This amount shall remain payable until the death of the Surviving Spouse, even if she remarries. Upon filing a written application for benefits, the Participant shall be provided with a written explanation of the 75% Survivor Option and the procedures necessary to elect such form of payment.

A Disability Pensioner with a Spouse who is receiving a Disability Pension Benefit may elect to receive such pension benefit in the form of a 75% Survivor Option, upon attainment of earliest retirement age.

A Participant with a spouse who has elected to receive his pension benefit in the form of a 75% Survivor Option may, within 18 months of the date of his first pension check, rescind this election. The rescission of the 75% Survivor Option shall be on a form provided by the Plan which shall be signed by the Participant and by his spouse, whose signatures shall be notarized. The signed and notarized form shall be delivered to the office of the Fund. Said rescission shall be effective the first day of the month following receipt by the Fund Office.

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(iv) 75% Survivor Option with Pop Up

Under this Option, a Participant shall receive a reduced monthly benefit for his lifetime. Upon his death, his Surviving Spouse shall receive the same reduced monthly benefit that the Participant was receiving upon his date of death. This amount shall remain payable until the death of the Surviving Spouse, even if she remarries. If, however, the Spouse predeceases the Participant, the Participant's monthly benefit shall automatically increase to the amount the Participant would have received had this Option not been elected. Upon filing a written application for benefits, the Participant shall be provided with a written explanation of the 75% Survivor Option with Pop Up and the procedures necessary to elect such form of payment.

A Disability Pensioner with a Spouse who is receiving a Disability Pension Benefit may elect to receive such pension benefit in the form of a 75% Survivor Option with Pop-Up, determined pursuant to the factors set forth in Appendix A upon attainment of earliest retirement age.

A Participant with a spouse who has elected to receive his pension benefit in the form of a 75% Survivor Option with Pop Up, may, within 18 months of the date of his first pension check, rescind this election. The rescission of the 75% Survivor Option with Pop Up shall be on a form provided by the Plan which shall be signed by the Participant and by his spouse, whose signatures shall be notarized. The signed and notarized form shall be delivered to the office of the Fund. Said rescission shall be effective the first day of the month following receipt by the Fund Office.

(c) The actuarial factors used to calculate the above options are available upon request at the Fund Office.

4.5 Dependent Children's Benefit

(a) Eligibility

Upon the death of:

- (1) A Pensioner who has been awarded a normal, early or disability pension benefit, or;
- (2) An Employee who, at the time of his death has five (5) or more years of Credited Service, or;
- (3) An Inactive Participant entitled to receive a Deferred Vested Pension Benefit,

who is survived by a dependent child or children younger than 19 years of age, the child or children shall be awarded a monthly dependent children's benefit, provided, the surviving spouse's benefit does not exceed, (a) 50% of the pension benefit being paid to the Pensioner at the time of his death or (b) 50% of the benefit to which the deceased employee would have been entitled if he had been granted a normal pension benefit based on Credited Service to the date of his death.

(b) Amount

The monthly pension benefit payable to an eligible dependent child or children will be equal to either 50% of the pension benefit being paid to the Pensioner at the time of his death or 50% of the benefit to which the deceased Employee would

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have been entitled if he had been granted a normal pension benefit based on Credited Service to the date of his death.

This benefit shall be paid for the support of such child or children to the mother, legal guardian or the person who is acting as parent of such child or children or to the child (or children) himself, if the child is emancipated. The decision of the Trustees with respect to whom the monthly benefit is paid shall be completely within the discretion of the Trustees. The monthly benefit shall terminate when the youngest child of the deceased Employee or deceased Pensioner reaches the age of 19.

Notwithstanding the foregoing, the dependent children's benefit is not available if a Participant has elected the Pre-Retirement 100% Pop Up Option, the 100% Survivor Option with Pop Up, or the 75% Survivor Option under §4.4(b)(3).

4.6 Deferred Vested Pension Benefit

(a) Eligibility

An Inactive Participant who, at the time he incurs a Break in Continuous Service, has at least 5 years of Vesting Service (three years of Vesting Service for Participant's who have an Hour of Service on or after July 4, 2016) shall be eligible to receive a Deferred Vested Pension Benefit. Beginning January 1, 1998, the period for full vesting was reduced from ten years to five. Thus, notwithstanding the foregoing paragraph, if a Participant had less than ten years of Vested Service before January 1, 1998, and incurred a Break in Continuous Service, his entire Vested/Credited Service was forfeited, and he is not entitled to a Deferred Vested Pension Benefit, unless his prior Vesting Service and Credited Service are restored per §2.3.

(b) Amount

The monthly deferred vested pension benefit of an eligible Inactive Participant shall be equal to the normal retirement benefit computed on the basis of his total Credited Service and the benefit rate in effect at the time of his Break in Continuous Service. The Employee may elect to commence benefit payments either:

- (a) as a normal pension benefit at age 65 in the full amount,
- (b) as an early pension benefit at any time after age 58 and before age 60, with ten years of service, with the amount reduced by 1/180 for each month by which he is less than 60 years of age, or
- (c) as an unreduced early pension benefit at any time after age 60 but before age 65, which is equal to the normal pension benefit.

If the Trustees increase the rate of pension benefit after the date on which an Employee incurs a Break in Continuous Service and before the Employee applies for a pension benefit, such increase in pension benefit shall not be granted to such Employee when such Employee applies for and is granted a pension. After an Employee has incurred a Break in Continuous Service and has applied for and has been granted a pension, he shall receive any increase in pension benefit rate put into effect by the Trustees, if such increase in pension benefit rate is made applicable to all Pensioners generally.

4.7 Maximum Benefit

Notwithstanding the foregoing explanation of benefit amounts, no benefit shall exceed maximum benefit amounts for qualified plans as set forth in the Internal Revenue Code.

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ARTICLE 5 – ELIGIBILITY AND AMOUNT FOR CASH BALANCE BENEFITS

No Cash Balance Benefits shall be paid to any Participant or Beneficiary who does not meet the requirements of this Article. This Article applies exclusively to benefits accrued on or after July 4, 2016, i.e. Cash Balance Benefits.

5.1 Normal Pension Benefit

(a) Eligibility

An Active Participant who is credited on the records of the Plan with three or more years of Vested Service and whose Covered Employment terminates on or after he attains the age of 65, shall be eligible to receive a normal pension benefit as set forth in paragraph (b) of this section.

A Participant's right to his normal pension benefit shall be nonforfeitable upon the earlier of:

- (1) the attainment of age 65 and the completion of three years of Vested Service, or
- (2) the attainment of age 65 and the third anniversary of the year in which he first earned Vested Service under the Plan.

(b) Amount

An individual account shall be established for each Participant who has an Hour of Service on or after July 4, 2016 (Individual Account). This shall be a notional account, for accounting purposes. Each Individual Account shall be credited with Principal Credits and Interest Credits, as set forth below.

(1) Principal Credit

For each Hour Worked on or after July 4, 2016, a Participant with an Individual Account will be credited with the Principal Credit, as set forth in the Collective Bargaining Agreement, to his or her Individual Account as of the first day of the second month following the month in which such hours were worked, as follows:

Number of Hours Worked in:	Multiplied by:	Will be credited to the Participant's Individual Account the first day of the following:
January	Principal Credit	March
February	Principal Credit	April
March	Principal Credit	May
April	Principal Credit	June
May	Principal Credit	July
June	Principal Credit	August
July	Principal Credit	September
August	Principal Credit	October

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Number of Hours Worked in:	Multiplied by:	Will be credited to the Participant's Individual Account the first day of the following:
September	Principal Credit	November
October	Principal Credit	December
November	Principal Credit	January
December	Principal Credit	February

The amount of the Principal Credits shall adjust from time to time per the Collective Bargaining Agreement. The amount of the Principal Credits per hour from June 4, 2016, through June 6, 2021 are as follows:

Journeymen, New Service Journeymen, Graduate Service Journeyman (I, II, and III), and Working Principal	Amount Allocated to Principal Credit Cash Balance Plan
July 4, 2016-June 4, 2017	\$4.00
June 5, 2017-June 3, 2018	\$4.50
June 4, 2018-June 2, 2019	\$5.00
June 3, 2019-May 31, 2020: \$14.90	\$5.30
June 1, 2020-June 6, 2021	6/3/19-5/31/20 rate plus amount allocated by Union (New Service Journeymen, all Graduate Service Journeyman rate not to exceed \$7.10)
June 7, 2021-May 31, 2022	6/1/20-6/6/21 rate plus amount allocated by Union (New Service Journeymen, all Graduate Service Journeyman rate not to exceed \$7.10)

Apprentices, 1-10th period	Amount Allocated to Principal Credit Cash Balance Plan
July 4, 2016-June 4, 2017	\$3.00
June 5, 2017-June 3, 2018	\$3.50
June 4, 2018-June 2, 2019	\$4.00
June 3, 2019-May 31, 2020	\$4.00
June 1, 2020-June 6, 2021	\$4.00
June 7, 2021-May 31, 2022	\$4.00

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(2) Interest Credits

The sum of all Principal Credits in all Individual Accounts shall be separately invested by the Trustees. The actual return (loss or gain) on such investment, less investment expenses, shall be credited to a Participant's Individual Account. This is the "Interest Credit." The first of each month, the Interest Credit will be applied to the balance in an Individual's Account as follows:

Interest Credit (i.e. actual return less investment expenses) for:	Multiplied by the Individual Account Balance as of the first day of:	Will be credited to the Participant's Individual Account the first day of the following:
January	February	March
February	March	April
March	April	May
April	May	June
May	June	July
June	July	August
July	August	September
August	September	October
September	October	November
October	November	December
November	December	January
December	January	February

Investment expenses shall be calculated and provided to the Trustees by the Investment Consultant. Such expenses will include, but may not be limited to:

1. Investment management fees for both active and passive management;
2. Commingled Pooled Fund internal expenses; and
3. Custodial fees.

Interest credits will continue to be credited on a monthly basis to a Participant's Individual Account until the Participant, Surviving Spouse, or Beneficiary receives a full distribution of the Participant's Individual Account by way of payment of a lump sum benefit or the date of the first annuity payment, i.e. until the annuity starting date (as defined in the Internal Revenue Code). Interest credits after Plan termination shall be as required under Treas. Reg. 1.411(b)(5)-1(e)(2) or as otherwise required by applicable law.

(c) Accumulated Benefit as of Annuity Starting Date

As of the Annuity Starting Date, the accumulated benefit in a Participant's Individual Account, upon which payment of his normal retirement benefit is based, will be the greater of (1) the sum of all Principal Credits as determined under Section 5.1(b) (1), or (2) the value of the Participant's Individual Account as determined under Sections 5.1(b)(1) and (2).

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(d) Actuarial Factors

The actuarial factors used to calculate the above options are available upon request at the Fund Office.

5.2 Early Pension Benefit

(a) Eligibility

An Active Participant who is credited on the records of the Plan with: (1) ten or more years of Vested Service and whose Covered Employment terminates after he attains the age of 58, or (2) five or more years of Vested Service and whose Covered Employment terminates after he attains the age of 60, shall be eligible to receive an early pension benefit

(b) Amount

Early Pension Benefits, equal to the accumulated benefit under Section 5.1(c), shall be payable to a Participant with: (1) ten or more years of Vested Service and whose Covered Employment terminates after he attains the age of 58, or (2) five or more years of Vested Service and whose Covered Employment terminates after he attains the age of 60.

5.3 Disability Pension Benefit

(a) Eligibility

An Active Participant is entitled to a Disability Benefit under the same terms and conditions as set forth in Section 4.3, payable as set forth in paragraph (b) of this Section, with the exception that ten or more years of Vesting Service shall replace the eligibility requirement of ten or more years of Credited Service.

(b) Amount

The disability pension benefit of an Active Participant who applies for a disability pension benefit shall be equal to his accumulated benefit, determined in accordance with Section 5.1(c), provided, however, that such Participant shall not be eligible to receive a disability pension benefit while receiving a disability benefit from Pipefitters' Local No. 636 Insurance Fund. Payments made to disability pensioners under this Pension Plan shall not be coordinated with any worker's compensation payments paid or payable to the disability pensioner. This provision applies regardless of a disability pensioner's attainment of normal retirement age.

5.4 Deferred Vested Pension Benefit

(a) Eligibility

An Inactive Participant who, at the time he incurs a Break in Continuous Service, has at least three years of Vesting Service shall be eligible to receive a Deferred Vested Pension Benefit, as set forth in paragraph (b) of the Section.

(b) Amount

Upon satisfying eligibility conditions set forth in paragraph (a) above, a vested Inactive Participant may elect to receive his pension benefit as either a Normal Retirement Benefit under Section 5.1 or an Early Retirement Benefit under 5.2.

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5.5 Form of Benefits

One form of optional benefit set forth below is a lump sum payment. A Participant, Beneficiary, or Surviving Spouse may elect a lump sum or annuity, but not a partial lump sum/partial annuitization.

(a) Single Participants

- (1) Normal Form of Benefit. The Normal Form of Benefit is a single life annuity which is the actuarial equivalent of the accumulated benefit determined under section 5.1(c) as of the annuity starting date.
- (2) Optional Form of Benefit. A single participant may waive the Normal Form of Benefit and receive a lump sum distribution of the accumulated account balance as determined under section 5.1(c) as of the annuity starting date.
- (3) Preretirement Death Benefit. A single Participant may designate a Beneficiary to receive payment of his accumulated account balance as determined under Section 5.1(c) as of the date of death, in the event he dies prior to distribution of his benefit under Section 5.5(a)(1) or (2), above. Such benefit shall be paid in the form of a lump sum after receipt of an application for payment from the designated Beneficiary. For purposes of this section, Beneficiary means the beneficiary(ies) designated by a Participant to receive his Cash Balance Benefit accumulated account balance. Such designation must be made on a beneficiary designation card approved and received by the Fund Office (Beneficiary Designation Card). A Participant shall have the right to change his beneficiary at any time and the change shall become effective on the date of receipt of a revised Beneficiary Designation Card by the Fund Office. If a beneficiary is not designated, or if the designated beneficiary predeceases the Participant, or dies after the Participant but prior to a distribution of the Cash Balance Benefit then beneficiary shall mean, in the following order: (1) spouse; (2) children; (3) parents; (4) siblings, or (5) the Participant's estate.

(b) Married Participants

(1) Benefits Upon Retirement

- (A) Normal Form of Benefits. The normal form of benefit for a married Participant is the 50% Joint and Survivor Annuity, which is an annuity payable to the Pensioner during his lifetime with 50% of such annuity continued to the Surviving Spouse, if living, for the duration of the Spouse's lifetime after the death of the Pensioner, which annuity is the Actuarial Equivalent of the accumulated benefit set forth in Section 5.1(c).
- (B) Optional Forms of Benefit for Married Participants. In lieu of the normal form of benefit, a married Participant, with appropriate spousal waiver, may elect to receive retirement benefits payable as:
 - a lump sum of the accumulated account balance as determined under Section 5.1(c); or
 - a 100% Survivor Option with Pop-Up, a 75% Survivor Option, or a 75% Survivor Option with Pop-Up, as described in Section 4.5(b), however such annuities shall be the actuarial equivalent of the accumulated account balance as determined under Section 5.1(c).

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Upon filing a written application for benefits in accordance with Section 7.1, the Participant shall be provided with a written explanation of such Optional Forms and the procedures necessary to elect any such form of payment.

(2) Preretirement Death Benefits

- (A) Upon the death of a vested Participant prior to his/her annuity starting date, his Surviving spouse will receive a single life annuity based on the life of the Surviving Spouse, which is the actuarial equivalent of the accumulated account balance as determined under Section 5.1(c) as of date of death, payable as soon as practicable after receipt of an application.
- (B) In lieu of the foregoing, the Surviving Spouse may elect a lump sum payment of the Participant's accumulated account balance as determined under Section 5.1(c) as of the date of death. Such benefit shall be paid as soon as practicable after receipt of an application.
- (C) In the event of the death of the Surviving Spouse prior to a distribution of the Cash Balance Benefit, then the accumulated account balance of the Participant as of the Participant's date of death shall be paid as a lump sum benefit to the Participant's Beneficiary, which for purposes of this section shall mean, in the following order: (1) children; (2) parents; (3) siblings, or (4) the Participant's estate.

(c) Disability Pensioner.

A disability pensioner makes the elections set forth above as of the date he first enters pay status. However, if he elects the lump sum option and has not yet received a Social Security Disability award, he will receive a monthly benefit not to exceed the amount that would be paid under a single life annuity (during which time Interest Credits will continue to be made to his Individual Account), and upon receipt of a Social Security Disability Award will receive the balance in his accumulated account (less prior monthly distributions).

(d) Additional Provisions Regarding Elections for Participants with Both Legacy Benefits and Cash Balance Benefits.

A Participant who has accrued Legacy Benefits and Cash Balance Benefits:

- (1) Must elect to receive both Legacy Benefits and Cash Balance Benefits on the same annuity starting date, except a disability pensioner makes his survivor election as of his earliest retirement date for his Legacy Benefits and as of the date he first enters pay status for Cash Balance Benefits.
- (2) May elect different forms of benefit for the Legacy Benefits and the Cash Balance Benefits.

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ARTICLE 6 - MISCELLANEOUS

6.1 Inalienability of Benefits

No benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No retirement benefit, nor the Pension Fund, shall in any manner be liable for, or subject to the debts or liability of any Participant or retired Participant entitled to any retirement benefits. If the Participant, retired Participant or any other beneficiary shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber any part of his benefits under this Plan, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of a legal disability of a Participant, a retired Participant or any other beneficiary, or in the event of his inability to care for his affairs, the Trustees, in their discretion, may hold or apply such benefits to or for the benefit of such person, his spouse or children or other dependents, or any of them, in such manner as the Trustees may deem proper.

Notwithstanding the provisions of the preceding paragraph, the creation, assignment or recognition of a right to any benefit payment with respect to a Participant pursuant to a Qualified Domestic Relations Order as described in Section 6.2 shall not be treated as an assignment or alienation prohibited in this Section 6.1.

6.2 Qualified Domestic Relations Orders

The Fund shall follow its procedures for determination of whether a submitted order constitutes a Qualified Domestic Relations Order (QDRO). Participants and Beneficiaries may obtain a copy of the Plan procedures governing QDRO determinations at no charge, from the Plan Administrator. If the domestic relations order satisfies the requirements for a QDRO, the Trustees shall administer distributions from the Plan in accordance with such order.

6.3 Reciprocity Agreements

The Trustees may enter into reciprocity agreements, including pro-rata or partial pension reciprocity agreements. Reciprocated money received by the Fund under any such reciprocity agreement, whether from a defined benefit or defined contribution fund, will be allocated pursuant to policies and procedures adopted by the Trustees.

ARTICLE 7 - PAYMENT OF BENEFITS

7.1 Application for Benefits

An eligible Participant shall be required to file a written application with the Trustees or their designated agent, which application must be approved by the Trustees before the applicant becomes entitled to any benefits. The application shall contain such information as is requested by the Trustees and shall specify the type of pension benefit for which it is being filed.

7.2 Payment of Normal and Early Pension Benefits

Normal and Early pension benefits shall be payable on the first day of the month in which an eligible Participant delivers an application to the Trustees, or to an agent of the Trustees, if the application is approved by the Trustees. Benefits in the form of an

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annuity shall be payable on the first day of each month thereafter during the life of such Participant, subject to all the other provisions of this Plan. Benefits payable in the form of a lump sum shall be payable as of the first day of the month following receipt of an application approved by the Fund Office.

7.3 Payment of Disability Pension Benefits

Disability pension benefits shall be payable on the first day of the month in which an eligible Participant delivers an application to the Trustees, or to an agent of the Trustees. If the application is approved by the Trustees, the benefits in the form of an annuity shall be payable on the first day of each month thereafter during the life of such Participant, subject to all other provisions of this Plan. The Trustees shall have the power to require a Participant claiming a benefit under this Section to be examined by a physician or clinic.

A Disability Pensioner may return to covered employment on a trial basis for up to 200 hours without forfeiting his monthly disability benefit. If employment continues beyond 200 hours, the Participant shall no longer be considered disabled and all monthly benefits shall cease.

Disability pension benefits shall be terminated if the Participant ceases to be totally and permanently disabled, as defined herein, or:

- (a) If the Participant engages in an occupation or employment (except for rehabilitation as determined by the Trustees) for remuneration or profit, which employment would be inconsistent with the finding of total and permanent disability; or
- (b) If the Trustees determine on the basis of a medical examination that the Participant has sufficiently recovered to return to any regular work as a pipefitter; or
- (c) If the Participant refuses to undergo a medical examination ordered by the Trustees; provided, however, that the Participant may not be required to undergo medical examination more often than each six months.

Benefits payable in the form of a lump sum shall be payable as of the first day of the month following receipt of an application approved by the Fund Office.

7.4 Recovery of Disabled Employee

In the event a disabled Participant recovers, the benefits shall resume the first of the month following subsequent retirement. The pension payable upon such subsequent retirement based upon Legacy Benefits shall be calculated as if the Participant were then first retired, but shall be based upon his total Credited Service at the time of his latest retirement.

As to a participant's cash balance benefit, if the Participant elected an annuity and recovers, elected a lump sum but recovered before receipt of a Social Security award, or disability benefits are terminated for otherwise failing to meet eligibility requirements, then as of the date that disability benefits cease, his accumulated cash balance account balance shall be calculated as follows:

- (a) the balance of the accumulated cash balance upon which such disability annuity payments were based;
- (b) less distributions made for disability benefits,
- (c) with both (a) and (b) above brought forward to the date that disability benefits cease with applicable Interest Credits.

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7.5 Payment of Deferred Vested Pension Benefits

Every Participant eligible for a deferred vested pension benefit, shall be required to make application for such benefits. Any pension benefit granted by the Trustees as a result of these provisions shall be payable in accordance with Section 7.2 or Section 7.3 as applicable.

7.6 Delay in Applying for Benefits

(a) Late Retirement

- (1) Legacy Benefit: The monthly Legacy Benefit of a Participant who applies for a pension benefit after normal retirement age shall be the actuarial equivalent of the benefit he would have been entitled to as of attaining normal retirement age.
- (2) Cash Balance Benefit: The Cash Balance Benefit of a Participant who applies for a pension benefit after Normal Retirement Age shall be the greater of:
 - (a) the actuarial equivalent of the single life form of payment based on the accumulated benefit in a Participant's Individual Account as of the Participant's Normal Retirement Age, or
 - (b) the single life form of payment based on the accumulated benefit in the Participant's Individual Account as of the Participant's Annuity Starting Date.

Notwithstanding, if the Participant engages in Plan Related Employment after normal retirement age and has received notice of the effect of engaging in such employment no later than the month in which he attains normal retirement age, his cash balance benefit shall be the actuarial equivalent of the single life form of payment based on the accumulated benefit in the Participant's Individual Account as of the Participant's Annuity Starting Date (i.e. the amount set forth in (b), above).

"Actuarial equivalent" used in this Section 7.6(a)(2) shall mean the accumulated benefit in a Participant's Individual Account as of the Participant's Normal Retirement Age plus the Interest Credits to the Participant's Annuity Starting Date.

- (b) An accrued benefit is forfeited by a Participant to the extent it has not been paid or distributed to him/her prior to his/her death. (This does not affect the benefits payable to the Surviving Spouse or Dependent Children upon such death.)

7.7 Re-employment of a Pensioner

(a) In General

Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to a Retiree and/or Participant who would otherwise be eligible to receive such retirement benefits (collectively "Retiree" for this section) shall be suspended in accordance with the provisions of this section if the Retiree returns to or continues in "Plan Related Employment" of the type and for the periods of time set forth herein, for any period prior to the first day of April following the calendar year in which he reaches age 70½.

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(b) Plan Related Employment is defined as follows:

(1) For pension benefits accrued on or before November 9, 2001:

Plan Related Employment for a Participant who retires and receives a normal or early pension benefit is 40 or more Hours of Service in a month following the completion of 400 Hours of Service in a Plan Year.

(2) For pension benefits accrued between November 9, 2001, and January 1, 2006:

Plan Related Employment for a Participant who retires and receives a normal or early pension benefit is:

(A) 40 hours of work for an Employer in the same Industry in which Employees covered by the Plan were employed, in the same Trade in which Participant was employed, within the geographic area of the Plan, in a month following the completion of 400 Hours of Service in a Plan Year, if such Participant did not return to work for at least six months following his/her retirement; or

(B) If (A) does not apply, 40 hours of work in a month for an Employer or non-contributing employer in the same Industry in which Employees covered by the Plan were employed, in the same Trade in which Participant was employed, within the geographic area of the Plan.

(C) To the extent this section 7.7(b)(2) has been applied to benefits accrued before November 9, 2001, the following applies:

(i) Benefits accrued before November 9, 2001, which were suspended will be paid retroactively to June 7, 2004, to any Retiree:

(I) who had commenced receipt of benefits which were thereafter suspended due to Plan Related Employment as defined in this section 8.7(b)(2); or

(II) who had applied and been approved for benefits but whose benefits were suspended before payments commenced due to Plan Related Employment as defined in this section 7.7(b)(2).

Such retroactive benefits will be paid, with appropriate interest, on or before January 1, 2007.

(ii) A Participant, who does not qualify for retroactive payments under section (i), above, who meets the following requirements will be given the opportunity to elect retroactively the commencement of the payment of benefits as of the later of June 7, 2004, or the date the participant was first eligible for benefits if:

(I) at any time after November 9, 2001, the participant was eligible to commence receipt of benefits under the plan, determined without regard to the definition of Plan Related Employment in section 7.7(b)(2); and

(II) at the same time, was engaged in Plan Related Employment as defined in section 7.7(b)(2) which

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prior to November 9, 2001, would not have resulted in a suspension of benefits.

A notice to eligible participants explaining this option will be sent on or before January 1, 2007, and such participants shall have six months to elect this retroactive commencement of benefits.

(3) For pension benefits accrued after January 1, 2006:

(A) Plan Related Employment For A Retiree After Normal Retirement Age of 65 is employment for 40 or more hours per month:

- (i) in the same Industry in which Employees covered by the Plan were employed and accrued benefits as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment;
- (ii) in the same Trade or Craft in which the Retiree was employed at any time under the Plan, including supervisory activities relating to such Trade or Craft; and
- (iii) in the same Geographic Area covered by the Plan at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment.

The terms Industry, Trade or Craft, and Geographic Area used above shall have meanings prescribed by IRC §411(a)(3)(B) and applicable regulations issued by the Department of Labor.

(B) Suspension for Retiree Before Normal Retirement Age of 65. Plan Related Employment is employment in the construction industry in any geographic area.

(c) For all Participants Whose Benefits are Suspended

(1) Duration

Such suspension shall continue until the Retiree notifies the Trustees in writing that he has stopped working in Plan Related Employment. Thereafter, payments of benefits shall resume not later than the first day of the third calendar month after the calendar month in which the Retiree ceases to be so employed or the first day of the calendar month after receipt of the Retiree's written notice to the Trustees, whichever is later. The initial payment to the Retiree upon resumption shall include the payment scheduled to occur in the calendar month in which such payments resume plus amounts withheld during the period between the cessation of Plan Related Employment and the date for resumption of payments, less any offset.

(2) Offset

Deductions shall be made from the resumed benefits payment for any payments previously made by the Plan during those calendar months in which the Retiree was employed in Plan Related Employment. Any such deduction shall not exceed in any month 25% of that month's total benefit

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payment which would have been due but for the offset (excluding the initial payment described in (c), which may be subject to offset without limitation). Offsets shall also be made to any payments to the Beneficiary of a Retiree in the event the Retiree dies before the total allowable amount has been recovered by the Plan..

(3) Verification and Determination of Status

Every Retiree must inform the Trustees in writing when he/she commences any employment and provide the Trustees with all reasonable information and assistance for the purpose of verifying whether such employment is Plan Related Employment. At such time and with such frequency as is reasonable, as a condition to receiving future benefits the Trustees may also require that a Retiree certify that he/she is unemployed or provide factual information sufficient to establish that any employment in which he/she may be engaged is not Plan Related Employment. A Retiree and/or Participant may request an advance determination from the Trustees as to whether or not any specific contemplated employment will be regarded as Plan Related Employment. Requests for such advance determinations may be considered in accordance with the claims procedure adopted by the Trustees and shall be submitted on such forms as may be required by the Trustees.

(4) Presumptions

If the Trustees become aware that a Retiree is working in employment which would constitute Plan Related Employment and the Retiree has not complied with the Plan's reporting requirements as to such employment, the Trustees may, unless it is unreasonable to do under the circumstances, act upon a rebuttable presumption that the Retiree engaged in Plan Related Employment and suspend his/her benefits. Such suspension shall commence with the next regularly scheduled payment of benefits after the Trustees become aware of the employment that would constitute Plan Related Employment.

In addition, if the Trustees become aware that a Retiree is working in employment at a construction site which would constitute Plan Related Employment and the Retiree has not complied with the Plan's reporting requirements as to such employment, the Trustees may, unless it is unreasonable to do so under the circumstances, act on the basis of a rebuttable presumption that the Retiree engaged in such employment for so long as the employer of the Retiree performed work at the construction site at which the Retiree is working.

If a Retiree whose benefit has been suspended by virtue of these presumptions provides proof acceptable to the Trustees that he/she was not working in Plan Related Employment as presumed, his/her benefit will be retroactively reinstated for those months it is established that he/she was not working in Plan Related Employment..

(5) Notification

The Trustees shall notify each Retiree whose benefit payments are suspended of such suspension in writing, by personal delivery or first class mail, during the first calendar month in which suspension takes place. Such notification shall contain the following information:

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- (A) A description of the specific reasons why benefit payments are being suspended;
- (B) A general description of the Plan provisions relating to the suspension of benefits;
- (C) A copy of such Plan provisions;
- (D) A statement referring to the applicable Department of Labor regulations concerning suspension of benefits;
- (E) An explanation of the Plan's procedures for affording a review of a Retiree's suspension of benefits;
- (F) An explanation of the requirements to file a notice of termination of Plan Related Employment in order to resume benefit payments, including procedures and forms related to such notice; and
- (G) If offset is applicable, an explanation of the offset procedures, identifying specifically the periods of employment in Plan Related Employment, the suspendible amounts which are subject to offset, and the manner in which the Plan intends to offset such suspendible amounts.

(6) Employment Beneficial to the Industry

- (A) Retiree Return to Non-Covered Employment. A Retiree may return to employment in a position that is not covered by a collective bargaining agreement or is not Covered Employment and not have his benefit be suspended or delayed, but only if such employment is deemed by the Trustees as employment beneficial to the Plan, Participants and the unionized segment of the pipefitting industry. The criteria to be used in making such a determination shall include:
 - (1) Such employment does not fill a position covered by a collective bargaining agreement;
 - (2) The position does not result in the impingement upon the jurisdictional claims of Pipefitters and their Unions;
 - (3) The position results in or provides an opportunity for the promotion, retention, or expansion of employment opportunities in Covered Employment for current or future Participants of the Plan;
 - (4) The position is authorized or approved by the Union and is for an employer approved by the Board of Trustees; and
 - (5) The Retiree was not employed in the same or similar position prior to his retirement date.
- (B) Retiree Return to Covered Employment. A Retiree may return to employment in a position that is Covered Employment or covered by a collective bargaining agreement and not have his benefit be suspended or delayed, but only if such employment is deemed by the Trustees as employment beneficial to the Plan, Participants and the unionized segment of the pipefitting industry. The criteria to be used in making such a determination shall include:

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- (1) The Employer pays one of following fringe benefit fund packages:
 - the package required by the collective bargaining agreement for the position, or
 - if higher, the package corresponding to the classification for which contributions were paid on behalf of the Retiree for the same or similar position prior to retirement, or
 - other package agreed upon in writing by the Trustees;
- (2) The position does not result in the impairment upon the jurisdictional claims of Pipefitters and their Unions;
- (3) The position results in or provides an opportunity for the promotion, retention, or expansion of employment opportunities in Covered Employment for current or future Participants of the Plan; and
- (4) The position is authorized or approved by the Union and is for an employer approved by the Board of Trustees.

(7) Waiver of Suspension Rules

The Trustees may waive, in whole or in part, the forfeiture aspect of this provision for a specified period of time by resolution, subject to the condition that any such waiver be equally applicable to similarly situated Retirees then receiving early or normal retirement benefits.

7.8 Payment Due an Incompetent

In the event that it shall be found that any Pensioner to whom a pension is payable is unable to care for his affairs because of illness, (including mental or emotional) or accident, any payment due (unless prior claim shall have been made by a duly qualified guardian or other legal representative) may be paid to the spouse, parent, brother, sister, or any other person deemed by the Trustees to have incurred expenses for such Pensioner. Any such payment shall be a payment for the account of the Pensioner and shall be a complete discharge of any liability of the Plan or the Trustees therefore.

7.9 Voluntary Suspension of Benefits

Notwithstanding any provisions of this Plan, a Pensioner entitled to receive a benefit may, for personal reasons and without disclosure thereof, request the Trustees, in writing, to suspend for any period, payment of all or any part of such benefit otherwise payable to him hereunder. The Trustees, upon receipt of such request, shall authorize such suspension, in which event, the Pensioner shall be deemed to have forfeited all rights to the benefit suspended, but shall retain the right to have the full benefit otherwise payable to him hereunder reinstated as to future monthly payments, upon written notice to the Trustees of his desire to revoke his prior request for a suspension under this Section, except that the Trustees shall not reinstate the benefit where the effect of such reinstatement would be to violate Section 7.7 of this Plan.

7.10 Payment of Small Amounts

At no time shall there be a distribution of any benefit to any participant or participant's spouse where the present value of the non-forfeitable accrued benefit has ever been in excess of \$5,000.00, without the consent of the participant and, if applicable, the

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participant's spouse. If the monthly pension benefit payments from the Plan are less than \$25.00, the Trustees shall direct that the Pension benefit payments be made in a lump sum, provided, however, that any such payments shall be in the Actuarial Equivalent of the pension benefit otherwise payable under the Plan and distribution of such benefits shall not be made in the form of a lump sum if the present value of such benefit exceeds \$5,000.00. Such lump sum payment shall be in lieu of any other benefit prescribed by this Plan and the Participant shall have no further rights or title to benefits, Vesting Service, nor Credited Service under this Plan. In the event of a distribution greater than \$1,000 under this section, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution as a direct payment, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

7.11 Commencement of Pension Payments

Unless a Participant otherwise elects, in writing to the Trustees, an alternate date for the commencement of his pension, payment of his pension under the Plan shall commence not later than the 60th day after the latest of the close of the Plan Year in which:

- (a) occurs the date on which the Participant attains Normal Retirement Age under the Plan, or
- (b) occurs the 10th anniversary of the year in which the Participant commenced participation in the Plan, or
- (c) the Participant terminates employment with Employers who contribute to the Plan.

7.12 Outstanding Payments

If any benefit payment made by the Trustees out of the Fund is unclaimed for a period of two years, it shall revert to and again become part of the Fund, free and discharged from any claim therefor, provided that any unclaimed benefit or a benefit which has been forfeited due to the inability of the Plan to find a Participant or beneficiary shall be reinstated in the event a claim is made for the unclaimed or forfeited benefit by a Participant or a beneficiary. In the event any other payment issued by the Fund, for any reason, has not been redeemed by the payee for a period of 24 months, or such lesser time set forth on the payment issued by the Fund, such payment is void and reverts to the Plan as a Plan asset.

7.13 Rights to Plan Benefits

No Participant, nor former Participant, no pensioner, no beneficiary nor any person claiming by or through any foregoing referred to person, shall have any right, title or interest in or to any benefits under the Trust Agreement, the Plan or the Fund, except as such right, title or interest shall have been specifically granted pursuant to the terms of this Plan.

7.14 Required Distributions

The Fund will make required minimum distribution as required by and subject to the provisions of the Internal Revenue Code.

For those who turn 70 ½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949), distributions will generally be made the later of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or April 1 of the calendar year in which the Participant retires (this latter date, however, does not apply to any Participant who is a 5% owner).

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For those who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), distributions will generally be made the later of April 1 of the calendar year following the calendar year in which the Participant attains age 72 or April 1 of the calendar year in which the Participant retires (this latter date, however, does not apply to any Participant who is a 5% owner).

7.15 Overpayments

The Fund has the right to recover from any Participant, Pensioner, Spouse, Surviving Spouse, Beneficiary, or other payee any amounts paid by the Fund which were not properly owing under the terms of the Plan, whether such amounts were paid by mistake, fraud, or any other reason. The Fund has the right to pursue the payee (including the Participant/ Pensioner and his/her Spouse jointly and severally), for the full amount due and owing under this provision. At the Fund's sole option, it may enforce this provision by offsetting future benefits until the amount owed has been recovered.

7.16 Effect of Amendments

Except as otherwise set forth in the Plan or as otherwise required by law, the benefits of a Participant who has a Break in Continuous Service shall be determined in accordance with the provisions of the Plan in effect on the date of such Continuous Break in Service and subsequent Plan amendments shall be disregarded. Except as otherwise set forth in this Plan or otherwise required by law, the benefits of a Pensioner (and his/her Surviving Spouse, if any) shall be determined in accordance with the provisions of the Plan in effect on the annuity starting date and subsequent Plan amendments shall be disregarded.

ARTICLE 8 - CLAIMS AND APPEAL PROCEDURE

8.1 Timing and Notification of Benefit Determination

(a) Retirement Benefits

Claims for benefits under the Plan may be filed in writing with the Trustees. Written notice of the disposition of a claim shall be furnished to the claimant within 90 days after the application is filed. This period may be extended by the Fund for up to 90 days, if special circumstances require an extension of the time for processing the claim. In such case, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the benefit determination.

(b) Disability Benefits

A claim for disability benefits includes an initial claim for disability benefits or any rescission of coverage of a disability benefit. In the case of a claim for disability benefits, the Fund Office shall notify the claimant, in accordance with this Section of the Fund's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Fund Office. This period may be extended by the Fund for up to 30 days, provided that the Fund Office both determines that such an extension is necessary due to matters beyond the control of the Fund and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date

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by which the plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Fund Office determines that, due to matters beyond the control of the Fund, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Fund Office notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any extension under this provision, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

(c) Extension of Deadlines to File Claims

The Plan will disregard the period from March 1, 2020, until 60 days after the announced end of the National Emergency of such other date announced by the applicable federal agency (the “Outbreak Period”) for all Participants and Dependents in determining the period by which Claims must be filed under Section 8.1(a) and (b), above.

8.2 Manner and Content of Notification of Benefit Determination

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination (i.e. denial of claim). Before the Fund can issue an adverse benefit determination based on new or additional evidence, the Fund must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Fund (or at the direction of the Fund) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the adverse benefit determination is required to be provided to give the Claimant a reasonable opportunity to respond prior to that date. Before the Fund can issue an adverse benefit determination based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of the adverse benefit determination is required to be provided, to give the claimant a reasonable opportunity to respond prior to that date.

The notification shall set forth, in a manner calculated to be understood by the claimant –

- (a) The specific reason or reasons for the adverse determination;
- (b) Reference to the specific plan provisions on which the determination is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Fund’s review procedures and the time limits applicable to such procedures, including a statement of the claimant’s right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review; and
- (e) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other

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similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request or, if applicable, a statement that such rules or guidelines do not exist.

With respect to an adverse benefit determination regarding disability benefits, the determination must also include the following:

- (a) An explanation of the basis for disagreeing with any of the following:
 - (i) The health care professionals that treated the Claimant;
 - (ii) The advice of the health professional obtained by the Plan; or
 - (iii) A disability determination from the Social Security Administration.
- (b) A statement that the Claimant is entitled to receive, free of charge and upon request, reasonable access to copies of all documents, records, and other information relevant to the Claimant's claim for benefits.
- (c) If the denial was based on medical necessity or experimental treatment, the denial must include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claim or statement or a statement that such explanation will be provided free of charge upon request.
- (d) The denial must be in a culturally and linguistically appropriate manner.

8.3 Appeal of Adverse Benefit Determination

- (a) Appeals must be forwarded to and received by the Fund Office within 60 days (180 days for appeals involving disability benefits) following receipt of a notification of an adverse benefit determination (i.e. denial of claim). As part of any such appeal, a claimant may submit written comments, documents, records, and other information relating to the claim for benefits.
- (b) A claimant, free of charge and upon request, shall be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.
- (c) Upon appeal, the Trustees will review all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (d) If the appeal is a denial of disability benefits:
 - (1) A review on appeal will not afford deference to the initial denial and an individual who made the initial denial, or a subordinate of such individual will not decide an appeal.
 - (2) In deciding an appeal of a benefit based on medical judgment, the fiduciary deciding the appeal shall consult with a health care professional who has appropriate training in the field of medicine involved (and who was not involved in reviewing the initial claim);
 - (3) A plan must provide for the identification of any medical or vocational experts whose advice was obtained by the plan in connection with the initial denial, regardless of whether the advice was relied upon.
- (e) The Plan will disregard the Outbreak Period for all Participants and Dependents in determining the period by which Appeals must be filed under this Section 8.3

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8.4 Trustees Decision on Appeal

(a) Timing of Decision

The Trustees shall make a benefit determination on appeal no later than the date of the board meeting that immediately follows the Fund Office's receipt of an appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In such case, the benefit determination may be made no later than the date of the second board meeting following the Fund Office's receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third board meeting following the Fund Office's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Fund Office shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Fund Office shall notify the claimant of its decision on appeal but not later than five days after the benefit determination is made.

(b) Manner and Content of Notification of Trustees Notice of Decision on Appeal

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination on review. The notification shall set forth, in a manner calculated to be understood by the claimant –

- (1) The specific reason or reasons for the adverse determination;
- (2) Reference to the specific plan provisions on which the determination is based;
- (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (4) A statement of the claimant's right to bring a civil action under section 502(a) of ERISA;
- (5) A statement describing any contractual limitation period that applies to the Claimant's right to bring an action under ERISA §502(a) and the calendar date on which such contractual limitation expires;
- (6) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request or, if applicable, a statement that such rules or guidelines do not exist.
- (7) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

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Before the Fund can issue a notice of decision on appeal with respect to disability benefits based on new or additional evidence, the Fund must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Fund (or at the direction of the Fund) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of decision on appeal is required to be provided to give the Claimant a reasonable opportunity to respond prior to that date.

Before the Fund can issue a notice of decision on appeal with respect to disability benefits based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of decision on appeal is required to be provided to give the claimant a reasonable opportunity to respond prior to that date.

In addition to the above, a notice of decision on appeal pertaining to a claim for disability benefits will include the following:

- (1) An explanation of the basis for disagreeing with any of the following:
 - (i) The health care professionals that treated the Claimant;
 - (ii) The advice of the health professional obtained by the Plan; or
 - (iii) A disability determination from the Social Security Administration.
- (2) If the denial was based on medical necessity or experimental treatment, the denial must include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claim or statement or a statement that such explanation will be provided free of charge upon request.
- (3) The benefit denial must be in a culturally and linguistically appropriate manner.

8.5 Discretion of Trustees

The Trustees have full discretionary authority to determine eligibility for benefits, interpret plan documents, and determine the amount of benefits due. Their decision, if not in conflict with any applicable law or government regulation, shall be final and conclusive.

8.6 Timely Submission of Appeals

All appeals must be timely submitted. A Participant or dependent who does not timely submit an appeal waives his/her right to have the benefit denial further reviewed by the Fund or in a court of law. The Plan will disregard the Outbreak Period for all Participants and Dependents in determining the period by which Appeals must be received.

8.7 Limitations of Actions

No action may be brought to recover benefits allegedly due under the terms of the Plan more than 180 days following the Notice of Decision on Appeal.

8.8 Failure to Follow Claims Procedures

If the Plan fails to follow claims procedures with respect to any claim for benefits, the Claimant is deemed to have exhausted administrative remedies and is entitled to pursue all remedies under ERISA §502(a) on the basis that the plan has failed to provide a reasonable claims procedure that would yield a decision on the merits.

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In addition to the above, if the plan fails to strictly adhere to all procedures with respect to a claim for disability benefits and the claimant chooses to pursue remedies under section ERISA §502(a), the claim is deemed denied on review without the exercise of discretion by the Trustees.

Notwithstanding the above, the internal claims and appeals process will not be deemed exhausted based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to the Claimant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant.

The Claimant may request a written explanation of the violation from the Plan, and the Plan must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and appeals process to be deemed exhausted.

If a court rejects the Claimant's request for immediate review on the basis that the Plan met the standards for the exception to the deemed exhaustion rule, the Claimant has the right to resubmit and pursue the internal appeal of the claim. In such a case, within a reasonable time after the court rejects the claim for immediate review (not to exceed ten days), the Plan shall provide the Claimant with the notice of the opportunity to resubmit and pursue the internal appeal of the claim. Time periods for re-filing the claim shall begin to run upon Claimant's receipt of such notice.

8.9 Avoiding Conflicts of Interest

The Plan must ensure that all claims and appeals are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

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ARTICLE 9 – OTHER PROVISIONS

The following information is required to be provided by law:

A. Type of Administration/Plan Administrator/Plan Sponsor/Counsel: The Board of Trustees of the Pipefitters Local 636 Defined Benefit Fund is the Plan Administrator and Plan Sponsor. As such, the Trustees are responsible for overall Plan administration. There are 3 Trustees appointed by the Union and 3 Trustees appointed by the Association. The current Trustees are:

<u>UNION TRUSTEES</u>	<u>ASSOCIATION TRUSTEES</u>
Terry Gilligan, Chairman Pipefitters Local 636 30100 Northwestern Highway Farmington Hills, MI 48334	Todd Hoyt, Secretary Hoyt, Brumm & Link, Inc. 1400 E. Nine Mile Road Ferndale, MI 48220-2140
Steve Spurlock Pipefitters Local 636 30100 Northwestern Highway Farmington Hills, MI 48334	Kristopher Thorne
Marty Elwart Pipefitters Local 636 30100 Northwestern Highway Farmington Hills, MI 48334	Carl Evans MCA Detroit 14801 W. Eight Mile Rd. Detroit, MI 48235

LEGAL COUNSEL FOR THE PLAN

Jacqueline Asher Kelly
AsherKelly
25800 Northwestern Highway, Suite 1100
Southfield, MI 48075
(248) 746-2748

The day-to-day responsibilities for Plan administration are performed by the Plan Office, BeneSys, Inc., 700 Tower Drive, Suite 300, Troy, Michigan 48098, telephone number (248) 813-9800.

B. Effective Date of Plan: 1/1/93

C. Agent for Service of Legal Process: Service of process should be made upon the Plan Office, BeneSys, Inc., 700 Tower Drive, Suite 300, Troy, Michigan 48098, telephone number (248) 813-9800. Service of legal process may also be made upon any Trustee.

D. Type of Plan/Employer Identification Number/Plan Year: The Plan is a defined benefit pension plan. The employer identification number assigned by the IRS is 38-3009873. The Plan Number is 001. The Plan's fiscal year is the calendar year.

E. Collective Bargaining Agreements: The Plan is maintained pursuant to collective bargaining agreements. Copies of such agreements may be obtained upon written request to the Plan Office, or are available for examination by participants and beneficiaries at the

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Plan Office. Alternatively, within 10 days of a written request, such agreements will be made available at the Union hall or at any employer establishment where at least 50 or more participants are customarily working. The Plan may impose a reasonable charge for such copies.

- F. **Source of Plan Contributions:** The primary source of financing for the benefits provided under the Plan and for the expenses of the Plan operations are employer contributions. The rate of contribution is set forth in the Collective Bargaining Agreement, or other written agreement requiring contributions to the Fund. A complete list of the employers contributing to the Plan may be obtained upon written request to the Plan Office and may be examined at the Plan Office. Additionally, plan assets are invested which results in investment income to the Plan.
- G. **Pension Trust Assets and Reserves:** The Board of Trustees holds all assets in trust for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.
- H. **PBGC:** Benefits under this pension plan are guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"). Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 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 \$12,870.00.

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

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

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

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I. **Statement of ERISA Rights:** As a participant in the Pipefitters Local 636 Defined Benefit Pension Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits:

- Examine, without charge, at the Plan Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including 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 collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- 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 duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "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 benefit or exercising your rights under ERISA.

Enforce Your Rights: If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request 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 that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the 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 you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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Assistance with Your Questions: If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

J. **Termination of the Plan:** The Union and the Association may terminate the Plan. If the Plan is completely or partially terminated, the rights of all Participants, Pensioners and others having an interest in the Plan, to benefits accrued to the date of such complete or partial termination, to the extent then funded, shall be nonforfeitable.

In the event of the termination of the Plan, the Trustees, after reserving an amount from the Fund sufficient to pay expenses and charges, including payment of all expenses incurred in effectuating such termination or discontinuance, shall allocate the assets of the Fund in the following manner and order to the extent of the sufficiency of such assets:

- (a) First - An amount shall be allocated to provide for (1) benefits payable to Pensioners, Surviving Spouses and dependent children who commenced receiving benefits under the Plan on a date at least 36 months prior to the termination date of the Plan, such pension benefits to be based on the lowest level of benefits in effect at any time during the 60 month period prior to the termination date of the Plan; and (2) benefits payable to Participants and vested former Participants entitled to a deferred vested pension benefit not included in (1) above who could have retired with a benefit payable under the Plan commencing on a date at least 36 months prior to the termination date of the Plan, such pension benefits to be based on the lowest level of benefits in effect at any time during the 60 month period prior to the termination date of the Plan.
- (b) Second - If there is any balance remaining in the Fund after complete allocation and in accordance with paragraph (a), above, an amount shall be allocated to provide for pension benefits, or a portion of pension benefits (other than those benefits described in paragraph (a), above, payable to Pensioners entitled to a deferred pension benefit), described in this paragraph (b), subject to the following:
 - (1) In the event the level of benefits under the Plan was increased within the 60 month period prior to the termination date of the Plan, the amount to be allocated under this paragraph (b) to the Pensioners, Surviving Spouses, Participants and vested former Participants described in paragraph (a), above, shall be in the amount required to provide a benefit equal to the product of:
 - (A) the greater of \$20 dollars or 20% of the additional benefit which, except for the limitations in said paragraph (a), would have been provided for persons described in paragraph (a), and
 - (B) the number of years the increased level(s) of benefit has been in effect.For purposes of this subparagraph (1), the first 12 months thereafter constitutes one year and each consecutive period of 12 months thereafter constitutes an additional year.

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- (2) The amount to be allocated to all Pensioners, Surviving Spouses, Participants and vested former Participants who are not included in paragraph (a), above, and who, as of the termination date of the Plan, could have retired with a benefit payable under the Plan, or have 5 or more years of service, shall be the amount required to provide their pension benefit, subject to the same limitation described in paragraph (a), above, plus any additional benefit level within the 60 month period prior to the termination date, subject to the same limitation described in subparagraph (1) of this paragraph (b).
- (c) Third - If there is any balance remaining in the Fund after complete allocation in accordance with paragraph (a) and (b), above, an amount shall be allocated to provide for all other nonforfeitable pension benefits under the Plan which are not included in paragraphs (a) and (b).
- (d) Fourth - If there is any balance remaining in the Fund after complete allocation in accordance with paragraphs (a), (b) and (c), above, an amount shall be allocated to provide for all other benefits under the Plan.

In addition to the limitation of benefits payable pursuant to paragraphs (a) and (b), above, benefits payable under said paragraphs shall not have an actuarial value which exceeds the actuarial value of a monthly pension benefit payable in the form of a life annuity commencing at age 60.

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

The allocations referred to above, when determined by the Actuary and the Trustees, may be implemented through the continuance of the existing Fund for that purpose or through the purchase by the Trustees of insurance annuity contracts or by a combination of these media.

Subject to relevant provisions of the ERISA, there shall be no liability expressed or implied, on the part of an Employer to provide any benefits or further contributions to the Trust Fund after the date of termination of the Trust. The Trust Fund shall be the sole source of benefit payments during continuance of the Pension Plan or after termination of the Trust, if any.

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