

PIPEFITTERS' LOCAL NO. 636

DEFINED CONTRIBUTION 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 Contribution Pension Plan ("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

Account means the sum of the market values of the Participant Contribution Account and the Wage Reduction Contribution Account established for a Participant as determined on any date.

Actuarial Equivalent means a benefit of equal value to the benefit for which it is substituted, the value of both benefits shall be based on actuarial assumptions and factors which have been adopted by the Trustees.

Administrator or Plan Manager means a person or entity who may be designated by the Trustees to administer the Plan

Annuity Starting Date means the first day of the first period for which an amount is paid 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 a benefit.

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

Beneficiary means, on the death of the Participant, the Participant's Qualified Surviving Spouse, or in the event that, at the time of his death, the Participant does not have a Qualified Surviving Spouse, the person designated by the Participant to receive payment of his Account. In the event a Participant is not survived by a Qualified Surviving Spouse or does not properly designate a person as his Beneficiary, the person or persons whom he designated as his Beneficiaries on the records of Pipefitters Local Union No. 636 for the Burial Expense payable by the United Association shall be considered his Beneficiary(ies) under this Plan (even if such designated beneficiary(ies) does not pay the Participant's burial expense). Failing all of the foregoing, the Participant's Beneficiary shall be, in the following order, the Participant's: (1) spouse; (2) children; (3) parents; (4) sibling; or (5) Estate.

Notwithstanding the above, upon a divorce, any prior designation of the ex-spouse as Beneficiary shall be null and void unless such designation in favor of the ex-spouse is made subsequent to the divorce.

Break-in-Service means the failure of a Participant to complete 100 Hours of Service in a 12-consecutive month period immediately preceding his application for benefits and the termination of the Participant's employment as a pipefitter, in the geographic jurisdiction of the Plan. Whenever a Participant who has incurred a Break-in-Service as defined herein applies for a distribution of his Account, such Participant shall be paid, as soon as is practical, his entire accumulated Account.

Casual or Temporary Employee means an Employee who is not regularly employed by an Employer operating in the jurisdiction of Pipefitters Local 636. Subject to Sections 6.5 and 6.6, the entire Account of any Casual or Temporary Employee whose employment has been terminated shall be paid to him in a single lump sum as soon as is practical after his termination of employment.

Code means the Internal Revenue Code of 1986, as amended.

Collective Bargaining Agreement means any contract entered into between the Union and the Association or any Employer under which the Employer has agreed to contribute to the Fund or any renewal or extension thereof.

Contributions mean the discretionary and required payments made to the Fund by the Employers.

Elective Deferrals mean a Participant's Wage Reduction Contributions to the Plan, plus all Employer Contributions made on behalf of such Participant pursuant to an election to defer

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under any other qualified cash or deferred arrangement (as defined in Code Section 401(k)) to the extent not includable in gross income for the taxable year under Code Section 402(g)(3), any Employee Contribution to the extent not includable in gross income for the taxable year under Code Section 401(h)(1)(B), any eligible deferred compensation plan under Code Section 457, any plan as described under Code Section 501(c)(18), any Employer Contributions made on behalf of a Participant for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement and any elective contribution under Code Section 408(p)(2)(A)(i).

Employee means:

- (a) any person who is actively employed by an Employer who is obligated to make Contributions to the Fund on his/her behalf;
- (b) any person employed by the Union for whom Contributions are made to the Fund;
- (c) any person employed by the Pipefitting Industry Training Trust Fund for whom Contributions are made to the Fund; or
- (d) any person who is classified as a Casual or Temporary Employee.

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 means:

- (a) any association, member of the Association, individual, partnership, corporation, trust, municipal or governmental corporation, board of education, or university or college governing board which employs Employees coming under the jurisdiction of the Union, and which has a collective bargaining agreement with the Union, and the terms of which require contributions to the Trust Fund;
- (b) the Union or an affiliate of the Union;
- (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 affiliates 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.

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

Hour of Service means with respect to an Employee:

- (a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by an Employer for the performance of duties or for reasons other than the performance of duties such as vacation, holiday, sickness, disability, layoff, jury duty, military service or leave of absence.
- (b) Each hour for which back pay has been awarded or agreed to by an Employer (irrespective of mitigation of damages).
- (c) Hours will not be credited under both (a) and (b) of this definition for the same period and the rules set forth in Department of Labor Regulations 2530.200b-2(b) and (c) are incorporated by reference.
- (d) Solely for determining whether or not a Break-in-Service has occurred, Hours of Service will be granted for Maternity/Paternity Leave for Plan Years commencing after December 31, 1984 to a maximum of 501 Hours of Service for any Maternity or Paternity Leave. The Hours of Service credited under this definition will be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break-in-Service in

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that period, or, in all other cases, in the following computation period. Hours of Service for Maternity/Paternity Leave are granted solely for purposes of determining whether a Break-in-Service has occurred for participation purposes. An Employee who is absent from work for Maternity/Paternity Leave reasons will receive credit for the Hours of Service which would otherwise have been credited to such Employee but for such absence, or in the case hours cannot be determined, eight Hours of Service per day of absence.

Normal Retirement Age means the day a Participant attains age 58.

Participant means any Employee who has completed one Hour of Service.

Participant Contribution Account means the account maintained for a Participant to record the contributions of the Employers made on behalf of the Participant pursuant to Section 5.1.

Permanent and Total Disability means a physical or mental condition of an Employee, which totally and for a period of one year or longer beyond the date of his application for a disability retirement benefit, in the opinion of a physician satisfactory to the Trustees, will prevent such Employee from engaging in any regular occupation or employment for remuneration or profit as a pipefitter, provided, however, that no Employee shall be deemed to have a permanent and total disability for the purpose of the Plan if his incapacity results from current use of illegal drugs, or if such incapacity was contracted, suffered or incurred while the Employee was engaged in a felonious enterprise involving moral turpitude or resulted therefrom, or resulted from an intentionally self-inflicted injury, or from service in the armed forces of any country, and no disabled Employee shall be eligible to receive a disability retirement benefit under the Plan for the period during which he or she is maintained in a government-supported institution because of such disabling condition, at no charge to him, to his estate or to his relatives.

Plan means the Pipefitters Local No. 636 Defined Contribution Pension Plan, as amended from time to time.

Plan Year means the calendar year.

Qualified Domestic Relations Order means any judgment, decree or order (including approval of a property settlement agreement), which meets the requirements of Code Section 414(p) and which relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of any Participant or former Participant, and which is made pursuant to a state domestic relations order (including a community property law), and which creates or recognizes the existence of an alternate payee's right to or assigns to an alternate payee the right to, receive all or a portion of the benefits payable to a Participant or former Participant under this Plan.

Qualified Joint and Survivor Annuity means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Qualified Surviving Spouse, if any, equal to 100% of the annuity which is payable during the joint lives of the Participant and the Qualified Surviving Spouse and which are equal to the actuarial equivalent of the Participant's Account as of the Annuity Starting Date.

Qualified Pre-Retirement Survivor Annuity means an immediate annuity for the life of the Participant's Qualified Surviving Spouse, the payments under which are equal to the actuarial equivalent of the Participant's Account as of the date of death.

Qualified Surviving Spouse means the spouse to whom the Participant has been legally married throughout the one year period ending on the earlier of: (a) the date of the Participant's benefit commences, or (b) the date of the Participant's death. An individual shall be considered the "legally married" spouse of the Participant if the marriage has met all requirements of a valid marriage contract in the state of marriage of such parties.

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Single Life Annuity means an immediate annuity for the life of the Participant, the payments of which are equal to the actuarial equivalent of the Participant's Account as of the Annuity Starting Date.

Trust means the Trust created by the Pipefitters Local 636 Defined Contribution Trust Agreement, as amended.

Trustee means any one of the natural persons appointed by the Association or Union to administer this Trust and any Successor Trustee.

Union means the Pipefitters, Refrigeration and Air Conditioning Service Local No. 636 of Metropolitan Detroit Area, Michigan.

Valuation Date means December 31 of each Plan Year, or such other dates during the Plan Year as of which the Trustees shall cause the Trust Fund and the individual Accounts to be valued on a market value basis.

Wage Reduction Contribution Account means the account maintained for a Participant to record the contributions of Employers on behalf of the Participant pursuant to Section 5.2.

Wage Reduction Contributions means an Employer's contributions to the Trust under Section 5.2.

ARTICLE 2 - PARTICIPATION IN THE PLAN

Upon completion of one Hour of Service for a Contributing Employer, an Employee shall become a Participant in the Plan and contributions shall be made to his Participant Contribution Account under the Trust as provided in Section 5.1. All Employees who complete one Hour of Service on or after July 1, 1998, shall be eligible to elect Wage Reduction Contributions, as provided in Section 5.2.

ARTICLE 3 - VESTING

Each Participant shall at all times be immediately and fully vested and shall have a nonforfeitable right to the balance in his Participant Contribution Account and his Wage Reduction Contribution Account, as properly and correctly valued from time to time under the provisions of this Plan.

ARTICLE 4 - ALLOCATIONS TO PARTICIPANT ACCOUNTS

4.1 Individual Accounts

The Fund will maintain an accounting of each Participant and each Beneficiary in his Participant Contribution Account and Wage Reduction Contribution Account. The maintenance of individual Accounts is only for recordkeeping purposes.

4.2 Valuation

As of each Valuation Date, the Trustees shall cause each Participant's Contribution Account and Wage Reduction Contribution Account, the assets of which Account has been invested according to the directions of the Participant, to be valued on the basis of the fair market value of its assets and shall cause to be determined the net increase or decrease in value of the Account since the immediately preceding Valuation Date, due to all operating investment and other expenses properly attributable to that Account and due to investment gains and losses in that Account during the Plan Year ("Net Change"). The Net Change in each such Account shall be allocated to that Account as of the Valuation Date.

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4.3 Crediting Contributions

As Employer Contributions and Wage Reduction Contributions are received, all Contributions made by the Employers shall be added into each Participant's Contribution Account, and all Wage Reduction Contributions shall be added into each Participant's Wage Reduction Account, so that all such contributions shall be available for investment at the direction of the Participant.

4.4 Payments from Accounts

All payments from a Participant's Contribution Account or Wage Reduction Contribution Account to or for the benefit of a Participant or Beneficiary shall be debited to his Participant Contribution Account or Wage Reduction Contribution Account, as the case may be.

4.5 Requesting Distributions

Whenever a Participant requests distribution of his Account, the Trustees shall so distribute the Account in the amount credited to the Account as of the end of the most recent calendar quarter preceding the date of the request for distribution, or such other Valuation Dates as determined by the Trustees, plus the Net Change since such time. All Accounts must be maintained until at least one quarterly statement on the Account has been issued.

4.6 Maximum Annual Additions

Notwithstanding anything to the contrary contained herein, the total annual additions to a Participant's Account for a Plan Year will not exceed the lesser of \$40,000 or 100% of the Participant's total "compensation" for the year, subject to adjustment annually as provided in Code Section 415(d) and applicable Treasury Regulations.

4.7 Credit for Military Service

A Participant will be given credit for benefits and vesting for a period of military service (i.e. service covered under the Uniformed Services Employment and Reemployment Act) subject to the following:

- *Notification: Prior to entering military service the Participant must 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, the Participant must provide documentation to establish the timeliness of his application for re-employment (a copy of 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.
- Service and Discharge: Credit will be given under this section only if service is for no more than 5 years, unless extended at the government's request, and the Participant is discharged under honorable conditions.

Further, a Participant will only be entitled to the benefits of this section if he returns to work under the Collective Bargaining Agreement 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 his own; (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

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if returning earlier is impossible through no fault of his own; or (3) for service of more than 180 days, within 90 days after completion of the service.

A Participant will also be allowed to make elective deferrals for the period of time he was in the military, not to exceed the amount he would have been permitted to make had he remained continuously employed throughout the period of qualified military service. Any such payments must be made during the period beginning with the date of reemployment and ending on the date which is equal to three times the period of his qualified military service, not to exceed five years.

ARTICLE 5 – CONTRIBUTIONS AND INVESTMENTS

- 5.1** The Employers shall make contributions to the Trust in such amounts and at such times as are provided in the then current collective bargaining agreement between the Associations and the Union, or other written agreement requiring Contributions to the Fund. All contributions made by the Employers to the Trust pursuant to this Section shall be credited to a Participant's Contribution Account.
- 5.2** A Participant eligible under Article 2 may elect, through payroll deductions in accordance with a wage reduction agreement filed with the Trustees, to have his hourly wage reduced by \$0.50, \$1.00, \$2.00, etc., or any other amount determined by the Participant and withheld by the Employer up to the IRS approved limits, during the applicable pay period and to have a corresponding amount contributed to the Trust on his behalf by an Employer as Wage Reduction Contributions.
- 5.3** A Participant may change, as of the first day of January or July of any Plan Year, the amount of his Wage Reduction Contributions by giving advance written notice of the change to the Trustees as the Trustees may require. A Participant may suspend his Wage Reduction Contributions at any time by giving such advance written notice to the Trustees as the Trustees may require. A Participant who has suspended his Wage Reduction Contributions may resume Wage Reduction Contributions as of the first day of any January or July by giving such advance written notice to the Trustees as the Trustees may require.
- 5.4** A Participant will always be 100% vested in the amount he contributed. This money will, however, be affected by the investment performance of his Account. If the assets in a Participant's Account are invested at a gain, the balance in his Account will increase; similarly, if there is a loss, the balance in his Account will decrease.
- 5.5** The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act, and title 29 of the Code of Federal Regulations, Sec. 2550.440c-1. This means each Participant is in control of, and solely responsible for, the investment of his Account. No Trustee or Plan representative or agent is empowered to advise the Participant as to the manner in which his contribution should be invested. The fact that a particular investment option is available is not to be construed as a recommendation of that investment for a Participant's account.

Participants are provided periodic statements explaining any limitations on making investment changes, any restrictions on the exercise of voting or similar rights pertaining to a particular investment alternative, and a description of any transaction fees and expenses which affect a Participant's account balance in connection with changing his investment alternatives. Participants are also provided a description of the investment alternatives available under the Plan and, with respect to each designated investment alternative, a general description of the investment objectives and risk and return characteristics of each

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such alternative. Additional information about any of the investment options available in the Plan may be obtained by calling the Fund Office at (248) 641-4936 or (888) 646-8920 or visiting www.yourplanaccess.com\benesys

- A description of the annual operating expenses of each available investment alternative (e.g., investment management fees, administrative fees, transaction costs) and the aggregate amount of such expenses expressed as a percentage of average net assets;
- Copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment alternatives available under the Plan;
- Information concerning the value of shares or units in available investment alternatives, as well as the past and current investment performance of such alternatives, determined net of expenses; and
- Information concerning the value of shares or units in investment alternatives held in a Participant's account.

Of course, there are no guaranteed results for any investment.

Participants may make changes in their investments daily and their changes will be effective as of the next business day after a change is completed. To select or change the investment in an account, a Participant may access his account by calling the Fund Office at (248) 641-4936 or (888) 646-8920 to request an investment change form.

EACH PARTICIPANT IS RESPONSIBLE FOR CONFIRMING THAT ANY INVESTMENT CHANGE REQUESTED HAS BEEN IMPLEMENTED (REGARDLESS OF WHETHER THE CHANGE REQUEST IS MADE ONLINE, REQUESTED VIA PHONE OR IN WRITING). ALL ACCOUNT STATEMENTS SHOULD BE CAREFULLY REVIEWED BY PARTICIPANTS.

- 5.6 If a Participant does not make an election as to how the Fund should invest the assets in his Account, contributions received on a Participant's behalf are directed automatically to a qualified default investment alternative (QDIA) under Department of Labor regulations. Notices regarding the Fund QDIA are provided as required by law.
- 5.7 In response to Participants who have expressed a desire to have a greater array of choice with respect to investment options in the Plan, Participants may invest up to 50% of their account balance through the brokerage window with Fidelity. **THIS IS A HIGHLY RISKY INVESTMENT AND PARTICIPANTS WHO CHOOSE TO PARTICIPATE IN THE BROKERAGE WINDOW DO SO AT THEIR OWN RISK.** The investment options offered through the brokerage window are inherently risky and the Board of Trustees do not encourage the use of the brokerage window. If you participate in the voluntary self-directed brokerage account, there is currently no annual maintenance fee. Any trades you generate will be subject to the Fidelity fee schedule. The amount of the fee will be subject to the type of investment as well as the method by which you are initiating the trade. You should contact Fidelity about any fees, including any undisclosed fees, associated with the purchase or sale of a particular security through your self-directed brokerage account before purchasing or selling such security. Please contact Fund Office at (248) 641-4936 or (888) 646-8920 for more information. If you already have an account, you may contact Fidelity at (877) 544-0211 or go to www.fidelity.com for more information.
- 5.8 The Trustees retain the right at any time to suspend the use of any investment options or a Participant's right to self-direct investments if necessary for administrative reasons. The Trustees further retain the right at any time to change investment options available.

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ARTICLE 6 – BENEFITS, DISTRIBUTION OF BENEFITS AND PLAN EXPENSES

6.1 Determination of Benefits upon Retirement

A Participant who attains Normal Retirement Age and who terminates employment as a pipefitter within the geographical jurisdiction of the Union may, as of the first day of the month coincident with, or next following the date on which he attains such age and terminates such employment, receive a normal retirement distribution of his entire Account balance.

6.2 Determination of Benefits in Event of Disability

A Participant who is determined by the Trustees to be under a Permanent and Total Disability may elect a disability retirement as of the first day of the month following the month in which the Trustees determine that the Permanent and Total Disability began. Such date will be called the Participant's disability retirement date. The Trustees may require the Participant to submit to medical examination for the purpose of verifying his Permanent and Total Disability. A Participant who takes a disability retirement as provided in this Section shall be entitled to distribution of his entire Account balance in accordance with this Article.

Pursuant to MCL 418.354; MSA 17.237, §354(14) of the Michigan Workers' Compensation Act, 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.

6.3 Distribution of Benefits

- (a) The normal form of benefit for a Participant with a Qualified Surviving Spouse on his Annuity Starting Date shall be a Qualified Joint and Survivor Annuity. The normal form of benefit for a Participant who does not have a Qualified Surviving Spouse on his Annuity Starting Date shall be a Single Life Annuity.
- (b) A Participant who is eligible to receive a benefit under this Plan may elect by written notice to the Trustees to waive the normal form of benefit and to take his benefit:
 - (1) In a single lump sum distribution of his entire Account balance;
 - (2) In a series of equal monthly payments for a period of up to the greater of 20 years or a period certain not extending beyond the life expectancy of the Participant or the joint and survivor life expectancy of the Participant and a designated Beneficiary; provided, however, that a Participant shall not have the right to select monthly payments if such monthly payment would be less than \$100.00. Surviving Spouses may also elect equal monthly installment payments;
 - (3) In the form of a 50% Qualified Joint and Survivor Annuity, which means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Qualified Surviving Spouse equal to 50% of the annuity payable during the life of the Participant and equal to the actuarial equivalent of the Participant's Account as of the Annuity Starting Date; or
 - (4) As a rollover to an IRA or other qualified retirement plan.

In addition to the foregoing distribution options, partial distributions are available upon request once every six months to: (1) Participants eligible for a distribution

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under Article 7 due to a Break in Service; (2) Retirees; and (3) Surviving Spouses and beneficiaries. The partial distribution may be in any amount, but if the account balance after the requested distribution is less than \$5,000, the entire balance will be distributed.

- (c) Any election to waive the Qualified Joint and Survivor Annuity must be made by the Participant in writing during an election period and be consented to by the Participant's Qualified Surviving Spouse. Additional information is available from the Fund Office.
- (d) Any distribution to a Participant who has a benefit which exceeds \$5,000 shall require such Participant's consent.
- (e) Notwithstanding any provision in this Plan to the contrary, if the value of a Participant's benefit derived from Employer contributions does not exceed \$5,000, the Trustees shall immediately distribute such benefit in a single lump sum without such Participant's consent when the Participant incurs a Break in Service. No distribution may be made under the preceding sentence after the Annuity Starting Date unless the Participant consents in writing to such distribution. Any written consent required under this paragraph must be obtained not more than 180 days before commencement of the distribution and shall be made in a manner consistent with Section 6.3(b).

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.

- (f) If a Participant dies after becoming eligible for retirement benefits, his Qualified Surviving Spouse will receive the balance of the annuity he selected. Of course, if he selected a lump-sum distribution or a single-life annuity, no residual benefits will be paid to his Spouse or Beneficiary.

If a Participant dies before becoming eligible for retirement benefits, his Qualified Surviving Spouse, if any, will automatically receive a Qualified Pre-Retirement Survivor Annuity. This benefit is similar to the Qualified Joint and Survivor Annuity discussed above and can be waived in the manner set forth above. A Participant's Qualified Surviving Spouse can also elect to receive the balance of his individual account in a single lump-sum payment.

If a Participant is not married at the time of his death, or if he does not have a Qualified Surviving Spouse, his benefits will be paid to his Beneficiary as soon as administratively possible.

Any Beneficiary may roll over a distribution directly to an IRA, subject to Plan provisions.

6.4 Time of Distribution

Unless a Participant otherwise elects as provided in the Plan, distribution of a Participant's Account shall commence no later than the 60th day after the close of the Plan Year in which occurs the latest of the following events:

- (a) the Participant attains Normal Retirement Age,
- (b) the tenth anniversary of the year in which the Participant commenced participation in the Plan, or
- (c) the Participant terminates service with the Employer.

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6.5 Required Distribution

The Fund will make required minimum distributions 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).

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).

In accordance with Section 2203 of the Coronavirus, Aid, Relief, and Economic Security Act (CARES Act), the provisions of Internal Revenue Code Section 401(a)(9) and this Section 6.5 shall not apply for calendar year 2020.

6.6 Eligible Rollover Distribution

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. For more information, please contact the Fund Office.

6.7 Transfers From Qualified Plans

With the consent of the Trustees, amounts may be transferred to this Plan from other qualified plans by Participants, provided that the trust from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax exempt status of the Plan or Fund or create adverse tax consequences for the Employer. The amounts transferred shall be considered an additional Accrued Benefit and shall be fully Vested at all times and shall not be subject to forfeiture for any reason.

6.8 Advance Distribution for Hardship

(a) Upon completion of an application approved by the Trustees, an Active Participant may receive a hardship distribution, subject to the limitations set forth in this section, for the following reasons:

- (1) Expenses for medical care described in IRC §213(d) incurred by the Participant, his/her spouse, or any of his/her dependents (as defined in IRC §152) or necessary for these persons to obtain medical care described in §213(d);
- (2) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);
- (3) Payment of tuition, related education fees, and room and board expenses, for the next 12 months of post secondary education for the Participant, his/her spouse, or any of his/her dependents (as defined in IRC §152);
- (4) Payments necessary to prevent the eviction of the Participant from his/her principal residence or foreclosure on the mortgage on that residence; or
- (5) For burial and funeral expenses for the Participant's deceased parent, spouse, child or dependent.

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(b) The amount of the hardship distribution cannot exceed the amount necessary to satisfy the Participant's financial need, and is otherwise subject to the following minimums and maximums:

- (1) minimum hardship distribution of \$1,000.00, and
- (2) a maximum hardship distribution of up to the lesser of:
 - (A) \$50,000.00, reduced by any previous hardship distributions; or
 - (B) ½ of his/her current account balance.

After the amount available for distribution is determined, such amount may be adjusted to account for tax withholding and penalties. Such adjustment, if made, is only an estimate of taxes and penalties. The participant may be liable for additional taxes and penalties not withheld.

(c) The monies available for hardship distribution are those attributable to:

- (1) contributions made pursuant to §5.2 and earnings thereon, and
- (2) Employer Contributions and earnings thereon, made on or after July 1, 1998, and
- (3) any rolled over contributions from a qualified plan made pursuant to §6.5.

The monies to be distributed will be withdrawn on a pro rata basis from each source of funds listed above.

(d) For married Participants, spousal consent shall be required before any hardship distribution is made.

(e) A Participant may receive a hardship distribution only once in any 12 month period.

(f) A \$75.00 processing fee will be charged for each hardship distribution.

6.9 In-Service Distributions

Upon attainment of age 59 1/2, an actively working Participant may receive an in-service distribution of this Account subject to the following restrictions:

- (a) Spousal consent must be obtained;
- (b) The distribution must be taken as a lump sum;
- (c) The minimum distribution that must be taken is \$5,000 or, if less, the Participant's account balance; and
- (d) Distributions will only be allowed only once every 6 months.

6.10 Plan Expenses

In addition to any investment fee that may be charged as described in Section 5.4 above, a Participant's Account may also be charged administrative fees and/or individual expenses. Administrative fees may be allocated among Participants in the Plan as a whole, e.g., pro rata (in proportion to account balances) or per capita (fixed amount per participant). A Participant may also incur an additional individual expense if certain action is taken (e.g., a \$75.00 processing fee is incurred if a Participant receives a hardship distribution). Presently no administrative fees are charged to Participant Accounts, however this may be changed at the discretion of the Trustees at any time. Plan Participants receive quarterly statements, as well as annual disclosures, that provide information regarding any Plan administrative fees and/or individual expenses charged to their Accounts.

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ARTICLE 7 – BENEFITS FOLLOWING A PRE-RETIREMENT TERMINATION OF EMPLOYMENT

A Participant whose employment terminates as a pipefitter, within the geographical jurisdiction of the Plan, prior to his attainment of Normal Retirement Age, may, following a Break-in-Service, elect in writing delivered to the Trustees, to have his Account balance distributed under the provisions of Article 6. Notwithstanding the foregoing, a Casual or Temporary Employee may elect in writing delivered to the Trustees, to have his Account balance distributed under the provisions of Article 6 upon termination of employment irrespective of whether a Break-in-Service has occurred.

ARTICLE 8 - RETIREMENT

Each Participant shall be eligible for retirement upon attaining his Normal Retirement Age, but may continue to work, if the Participant so desires. If the Participant continues to work subsequent to attaining his Normal Retirement Age, he shall continue to participate in this Trust and Plan in the same manner as he did prior to such date, but may then retire on any later date in accordance with the terms of the Plan and any applicable law.

ARTICLE 9 - CLAIMS AND APPEAL PROCEDURE

9.1 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 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

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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 9.1(a) and (b), above.

9.2 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 as 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 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:

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- (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.

9.3 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. The Plan will disregard the Outbreak Period for all Participants and Dependents in determining the period by which Appeals must be filed.
- (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.

9.4 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

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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 5 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; and
- (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.
- (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."

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;

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- (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.

9.5 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.

9.6 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 filed

9.7 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.

9.8 Failure to Follow Claim 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.

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 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 and 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 refiling the claim shall begin to run upon Claimant's receipt of such notice.

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9.9 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 claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

ARTICLE 10--MISCELLANEOUS

10.1 Non-Alienation of Benefits

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

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

10.2 Qualified Domestic Relations Order Distribution

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." Furthermore, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not separated from service and has not reached the Earliest Retirement Age. For the purposes of this Section, "alternate payee" and qualified domestic relations order" shall have the meaning set forth under Code Section 414(p).

10.3 Reciprocity Agreements

The Trustees may enter into 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.

10.4 Unclaimed Benefits

If any benefit payment approved by the Trustees or required to be distributed under the Plan remains unclaimed for a period of two years, such benefit payment will revert to and become the property of the Fund. However, if a claim is made by a Participant or Beneficiary for an unclaimed benefit to which he/she is entitled under the terms of this Plan after the two year period, then such benefit shall be reinstated by the Trustees. In the event any other payment issued by the Fund, for any reason, has not been redeemed by the payee for a period 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.

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ARTICLE 15 – RIGHT TO RECOVER 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.

ARTICLE 16 - 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 Contribution 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:

UNION TRUSTEES

Terry Gilligan, Chairman
Pipefitters Local 636
30100 Northwestern Highway
Farmington Hills, MI 48334

Steve Spurlock
Pipefitters Local 636
30100 Northwestern Highway
Farmington Hills, MI 48334

Larry Krisniski
Pipefitters Local 636
30100 Northwestern Highway
Farmington Hills, MI 48334

ASSOCIATION TRUSTEES

Todd Hoyt, Secretary
Hoyt Brumm & Link, Inc.
1400 E. Nine Mile Rd.
Ferndale, MI 48220-2140

Kristopher Thorne

Carl Evans
MCA Detroit
14801 W. Eight Mile Rd.
Detroit, MI 48235

LEGAL COUNSEL FOR THE PLAN

Jacqueline Asher Kelly, Esq.
AsherKelly
25800 Northwestern Hwy, Suite 1100
Southfield, MI 48075
(248) 746-2710

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: 7/1/81.

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- 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 profit sharing defined contribution pension plan. The employer identification number assigned by the IRS is 38-6440276. 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 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, each Participant may electively make contributions via wage reduction and amounts may be rolled over from other qualified plans.
- 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 not guaranteed by the Pension Benefit Guaranty Corporation (PBGC), as the PBGC only guarantees benefits under a defined benefit pension plan.
- I. **Statement of ERISA Rights:** As a participant in the Sprinkler Fitters and Apprentices Local 704 Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits:

- Examine, without charge, at the Plan Office and at other specified locations, such as worksites and union halls, all documents governing the 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 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 58) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not

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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.

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.

- I. **Termination of the Plan:** If the Plan is terminated, plan assets shall be used to pay benefits and expenses incurred prior to termination and expenses incident to the termination. The Trustees will, in their discretion, allocate any remaining assets in a manner which best effectuates the purposes of the Trust. In no event will plan assets revert to or inure to the benefit of contributing employers or the Association.

This Summary Plan Description 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 summary and the Plan, the Plan controls. For a more detailed statement of your rights and obligations consult the Plan document.

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