SAGINAW LOCAL 85
PLUMBERS, STEAMFITTERS, AND HVACR SERVICE TECHNICIANS
PENSION FUND

BAY AREA ASSOCIATION OF THE MICHIGAN PLUMBING AND MECHANICAL CONTRACTORS INC

Summary Plan Description

Effective September 1, 2024

ALLIED PRINTING TRADES UNION LABEL COUNCIL FLINT MICHIGAN 21
REIMOLD PRINTING CORPORATION • SAGINAW, MI

PART ONE:
GENERAL INFORMATION

WHY AM I RECEIVING THIS SUMMARY PLAN DESCRIPTION?

The Saginaw Plumbers and Pipefitters Local 85 Pension Fund is furnishing this Summary Plan Description ("SPD") to you so that you have a summary of your benefits. Additionally, Federal law requires that you, as a participant under the Plan (the "Participant") periodically be provided with an SPD. This SPD incorporates all the amendments and benefit updates. **This SPD will supersede and replace all prior Plan SPDs, as well as any Summary of Material Modification that you may have received since that time.** You are advised to read this SPD in its entirety and keep it for your records.

As a reminder, this is only a summary of your benefits and rights. The legal rules that govern those benefits and rights are contained in the actual Plan Document. If you wish to view the Plan Document or obtain a copy of it, you can do so by contacting the Benefits Office, whose contact information is listed within this SPD. **In the event of any discrepancy or conflict between this SPD and the provisions of the Plan Document, the Plan Document controls.**

Also, if certain provisions in this SPD are amended or are changed after you receive this document, you will be sent a Summary of Material Modifications ("SMM"), which will explain those changes to you.

WHAT IS THE PURPOSE OF THIS SPD?

The SPD provides a general description of the benefits that are available to both you and your Dependents, including the answers to questions such as:

- → How do you or your Dependents become eligible to participate?
- → What types of benefits are available?
- → How do you file a claim or appeal a claim that has been denied?

DEFINED TERMS

Certain terms will be used in this SPD that have a specific meaning. These terms are defined below and will be capitalized when they appear throughout the SPD. Those defined terms are listed in the attached Appendix A.

WHO IS RESPONSIBLE FOR THE ADMINISTRATION OF THE PLAN?

As required by federal law, your Plan is operated by the Board of Trustees made up of an equal number of representatives from the sponsoring Union, the Plan, the Employers, as well as various Employer associations who contribute to the Plan as required by the Collective Bargaining Agreement. The Plan Trustees are known as the "named fiduciaries," are subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), and, as such, will have the maximum possible discretionary authority to administer all aspects of the Plan's operations, including but not limited to, the exclusive right and discretion to interpret all terms and provisions of the Plan's Governing Documents, such as this Plan, the Trust Agreement, Summary Plan Description, Summary of Material Modifications, policies and procedures, resolutions, directives, or any document, instrument, or record used in the administration of the Plan, as well as any amendments or modifications thereof and to apply the same as they deem appropriate.

The Board of Trustees' original intent is and continues to be the ability to exercise their discretionary authority to the fullest extent permitted by the law, and all Trustee determinations made pursuant to this authority, whether prospectively or retroactively, will be entitled to the highest possible deference allowed by law, in case of review by any court or governmental authority of competent jurisdiction. Unless otherwise expressly provided by applicable law, the Board of Trustees' determination on all matters pertaining to the Plan will be final and binding on all concerned parties to the extent permitted by law.

WHO ARE THE MEMBERS OF THE BOARD OF TRUSTEES?

WHAT IF I HAVE QUESTIONS?

Throughout this SPD you will be referred to the Fund Office for questions and assistance. The Fund Office keeps the Plan's records, is responsible for its day-to-day operations, and has representatives who can assist you with any questions you may have. The Fund Office and operator of the Fund Office is BeneSys, and it can be reached at (800) 582-6181 or (248) 641- 4985. The address of the Fund Office is: BeneSys, Inc. P.O. Box 1350, Troy, MI 48099-1350. Notices, payments, and other documents that you may be required to send will almost always be sent to the Fund Office, so make special note of its address and contact information.

WHAT IF I WANT TO REVIEW ANY GOVERNING DOCUMENTS?

If you want to review a copy of the Plan Document (and its amendments), Trust Agreement (and its amendments), or latest annual report, please notify the Benefits Office in writing of your request. You may be subject to a fee where permitted by law not to exceed the lesser of (a) the actual cost of production or (b) $0.25 per page.

GENERAL INFORMATION ABOUT YOUR PLAN

The name of your Plan is the Saginaw Plumbers and Pipefitters Local 85 Pension Fund (the "Plan"). The Plan's tax identification number is 38-1752138. The Plan number is 001. The provisions of your Plan became effective September 1, 2024 (known as the Effective Date of the Plan), even though you may have participated in a predecessor plan before that date. The assets of the Plan come from Employer Contributions and investment earnings on these contributions.

WHO IS THE PLAN'S LEGAL COUNSEL?

The Plan's legal counsel is Novara Tesija Catenacci, McDonald & Baas PLLC. Their address is 888 West Big Beaver Road, Suite 600, Troy, Michigan 48084, and their phone number is (248) 354-0380. The Plan's attorneys are responsible for handling all legal matters that affect the Plan and its operation.

HOW ARE LEGAL DOCUMENTS SERVED ON THE PLAN?

If you wish to serve legal documents on the Plan, the documents should be delivered to the Benefits Office and/or the Plan's legal counsel.

RECIPROCITY FOR WORK IN OTHER UNION JURISDICTIONS

The Board of Trustees has entered into reciprocity agreements with other pension plans covering plumbing, pipefitting, and related crafts throughout the country. Employer Contributions made on your behalf will be transferred from one plan to another, in accordance with the prevailing UA reciprocity agreement. The hours worked for which the contributions are transferred to this Plan will be counted fully for purposes of vesting and to avoid any breaks in services, but will be prorated for purposes of determining your Credited Service in this Plan as described in Part Three of this SPD.

PART TWO:
ESTABLISHING AND CONTINUING ELIGIBILITY FOR BENEFITS

ELIGIBILITY IN GENERAL

The Benefits Office will automatically determine Initial Eligibility. All classes of Participants must complete all requested enrollment forms to begin receiving benefits.

As an eligible Employee, you will become a Participant after performing your first Hour of Service for an Employer. To be an eligible Employee, you must work under the Union's collective bargaining agreement and work for an Employer who is required to make contributions to the Plan. If you are already a participant in a Predecessor Plan, you will automatically be a Participant in this Plan.

VESTED SERVICE, CREDITED SERVICE AND BREAKS IN SERVICE

"Vesting" and "Vested Service" are terms used to determine whether you are entitled to a benefit from the Plan. Vesting is used to determine the portion of your Accrued Benefit that you are entitled to receive if you leave the trade early (before even reaching your Early Retirement Date).

On or after October 1, 2005, you must accrue a total of 501 Hours of Service per Plan Year (January 1 through December 31) in any five-year period to be 100% vested in your Accrued Benefit. A calendar year in which you accrue at least 501 hours of service is a "Vesting Year of Service." If you were fully vested under a Predecessor Plan, you will also be fully vested under this Plan.

Vesting Service determines whether you are eligible to receive a benefit, and Credited Service is used to determine the amount of benefit you earn.

If you are not vested, your Accrued Benefit may be forfeited if you have five consecutive 1-Year Breaks-in-Service before you earn 5 Years of Service. A Break-in-Service occurs if you do not perform at least 501 Hours of Service during a Plan Year. No Break-in-Service will occur during a period of recognized disability, service in the armed forces, maternity or paternity leave, or for a leave of absence granted by the Trustees. If you are 100% vested at the time the Break-in-Service occurs, you will keep your right to receive your benefits accrued up to that point upon satisfying the eligibility requirements for retirement benefits that were in effect at the time of your Break-in-Service (for example, reaching your Early or Normal Retirement Date). You will then be known as a "vested deferred" retiree since you were not an active Participant at the time of your retirement. When you become eligible for benefits, your benefits will be calculated using eligibility criteria and at the rates that were in effect under this Plan when the Break-in-Service occurred.

If you quit and later return to work, you will retain your right to your Accrued Benefit (at the rates in effect at the time of the Break-in-Service) if you were 100% vested at the time you stopped working. If you were not 100% vested and return to work before having five consecutive one-year Breaks-in-Service, your Accrued Benefit will not be forfeited, and you will then have a chance to become fully vested. If you do not return to work within the five-year period and you are not vested in your Accrued Benefit, your benefits will be forfeited. Again, both the vesting service and the five-year period will be carried over from the Predecessor Plans.

Military Service

If you receive notification that you have been called to active duty, you must contact the Fund Office. You will then receive a complete explanation of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") rules and obligations to receive credit for your military service. If you do not contact the Fund Office before service, you should contact the Fund Office immediately upon return, to preserve your rights under USERRA. Failure to do so could result in you not receiving credit for military time served.

If you are a Participant of the Plan when you enter military service, you will be given credit for benefits, eligibility and vesting for the period of service, if you Serve no more than five (5) consecutive years (unless service is extended at the government's request and timely resume Covered Employment or register on the Union's out of work list as described below.

To qualify for credit from your service,, you must return to Covered Employment or register on the Union's out of work list within the following timeframes:

- → For absences of 1-30 days, time is allotted to travel home, plus 8 hours of rest, then upon the next working day.
- → For absences of 31-180 days, 14 days.
- → For absences of more than 180 days, 90 days.
- → If recovering from an injury or disability received or that was aggravated because of service in the Armed Forces, within twenty-four (24) months from the date of discharge under honorable conditions.

Credit for your service will be calculated by determining the average number of Hours of Service with which you were credited during the 12 months immediately before you entered military service. This will apply toward your Credited Service benefit amount. However, if you participated in the Plan for less than 12 months prior to your service, then the credit you are given will be calculated on the average number of Hours of Service with which you were credited during the period immediately preceeding your service.

In accordance with the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"), for military service on or after January 1, 2007, the survivors of a Participant who dies while performing qualified Military Service (as defined in Code Section 414(u)), shall receive any additional benefits (other than benefit accruals relating to the period of qualified Military Service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

PART THREE:
BENEFITS UNDER THIS PLAN

WHAT BENEFITS ARE AVAILABLE UNDER THIS PLAN?

1. Normal Retirement Benefit – When you reach 65 years old with at least 5 Years of Service.

2. Reduced Early Retirement Benefit – When you either (a) reach 55 years old with at least 10 Years of Service, or (b) reach 52 years old with at least 25 Years of Service.

3. Unreduced Early Retirement Benefit – When you either (a) reach 62 years old with at least 25 Years of Service, or (b) have completed at least 30 Years of Service.

4. Late Retirement Benefit – When you retire after your Normal Retirement Date.

5. Vested Deferred Retirement Benefit – If you have completed at least 5 Years of Service before leaving active employment when you meet the age and service requirements above for Early or Normal Retirement.

6. Pre-Retirement Death Benefit (Payable to Your Beneficiary or Spouse)– When you die before retirement after completion of at least 5 Years of Service.

WHAT IS A NORMAL RETIREMENT BENEFIT?

Your monthly retirement benefit will be determined based on your Accrued Benefit. The following chart outlines how your **monthly** Accrued Benefit is calculated if your Normal Retirement Date is after October 1, 2005 based on your benefit eligibility:

	Eligible for the Vested Deferred Retirement Benefit	**Eligible for All Other Retirement Benefits (Normal, Late, or Pre-Retirement Death)**
Multiplier for Credited Service before June 1, 1964	$4.25	$4.25
Multiplier for Credited Service after June 1, 1964 and before October 1, 2005	$137.00	$137.00
Multiplier for Credited Service after October 1, 2005 and before December 31, 2008 **effective September 1, 2024**	$56.00	$100.00
Multiplier for Credited Service after December 31, 2008	$56.00	$56.00

Credited Service is calculated as follows:

(a) Before October 1, 2005: lifetime Hours of Service divided by 1500, rounded to the nearest 1/10

(b) October 1, 2005 through December 31, 2008:

- Participants eligible for Vested Deferred Retirement Benefit: lifetime Hours of Service divided by 2000, rounded to the nearest 1/10
- Participants eligible for all other types of retirement benefits: lifetime hours divided by 1500, rounded to the nearest 1/10

(c) After December 31, 2008: lifetime Hours of Service divided by 2000, rounded to the nearest 1/10

For purposes of the above Credited Service calculation Hours of Service for which amounts are reciprocated to the Plan from another local which has entered into a reciprocal agreement with this Plan or benefits for those members of the Union receiving contributions at a designated rate other than that for a journeyman of the Union are prorated by multiplying the actual Employer Contribution rate made to the Plan and divided by the current journeyman Employer Contribution rate. Below are two examples of how Accrued Benefit is calculated.

Example A: John works in covered employment for 25 years and retires upon reaching his Normal Retirement Date on October 1, 2024. Based on his Hours of Service history, his Credited Service calculation is as follows:

- Before October 1, 2005: 12,000 hours/1500 = 8.0 years of Credited Service
- October 1, 2005–December 31, 2008: 6,500 hours/1500 = 4.3 years of Credited Service
- After December 31, 2008–September 30, 2024: 31,500 hours/2000 = 15.8 years of Credited Service

His monthly accrued benefit will be calculated as the sum of the following:

<u>Credited Service after June 1, 1964, but before October 1, 2005:</u>
$137.00 x 8.0 years Credited Service = **$1,096.00**
<u>Credited Service from October 1, 2005 – December 31, 2008:</u>
$100.00 x 4.3 years of Credited Service = **$430.00**
<u>Credited Service after December 31, 2008:</u>
$56.00 x 15.8 years Credited Service = **$884.80**

<u>Total Monthly Accrued Normal Retirement Benefit:</u>
$1,096.00 + $430.00 + $884.80 = **$2,410.80**
<u>Total Annual Accrued Normal Retirement Benefit:</u>
$2,410.80 x 12 = **$28,929.60**

Example B: Mike works in covered employment for 15 years from October 1, 2000 through September 30, 2015. As of his date of termination, his Credited Service calculation will be is as follows based on his Hours of Service history:

- Before October 1, 2005: 10,000 hours/1500 = 6.7 years of Credited Service
- October 1, 2005–December 31, 2008: 6,500 hours/2000 = 3.3 years of Credited Service
- After December 31, 2008–September 30, 2015: 13,500 hours/2000 = 6.8 years of Credited Service

The monthly Accrued Benefit that he will be eligible to receive at Normal Retirement Date will be calculated as the sum of the following:

<u>Credited Service after June 1, 1964, but before October 1, 2005</u>:
$137.00 x 6.7 years Credited Service = **$917.90**
<u>Credited Service from October 1, 2005 – December 31, 2008:</u>
$56.00 x 3.3 years of Credited Service = **$184.80**
<u>Credited Service after December 31, 2008</u>:
$56.00 x 6.8 years Credited Service = **$380.80**

<u>Total Monthly Accrued Normal Retirement Benefit</u>:
$917.90 + $184.80 + $380.80 = **$1,483.50**
<u>Total Annual Accrued Normal Retirement Benefit</u>:
$1,483.50 x 12 = **$17,802.00**

Keep in mind that the total monthly accrued Normal Retirement Benefit may be reduced for early retirement, spousal annuity options, or beneficiary annuity options. The benefit forms are explained in Part Four of this SPD. Also, if you incur a Break in Service that was not cured before retirement, your benefits will be calculated at the rates in effect at the time your Break in Service occurred.

For more information, Appendix C provides a summary of the historical **<u>monthly</u>** calculations for this Accrued Benefit at Normal Retirement Date.

WHAT IS A REDUCED EARLY RETIREMENT BENEFIT?

The Plan provides benefits for retirement as early as 52 years old with at least 25 years of service or at any age with at least 30 years of service. The amount of your benefit depends on your age at the time of retirement. Generally, your retirement benefits will be reduced if you retire before 65. However, your benefits will not be reduced if you qualify for Unreduced Early Retirement as described above.

The calculation of the Reduced Early Retirement Benefit is the same as the Normal Retirement Benefit, except there is a reduction factor that is applied because the monthly benefit will be paid over a longer period. The reduction factor is determined by actuarial tables taking into account how far away you are from reaching your Normal or Unreduced Early Retirement Date when you commence payment of your benefit. After the Reduced Early Retirement Benefit Amount is determined, your actual payment may be further adjusted based on the benefit form you choose (described in Part Four below).

In determining the amount of the reduction, it is assumed that you continued to work until you would have attained the earliest of the Normal Retirement Date or one of the two Unreduced Early Retirement Dates – that date is then used as the starting point for the early reduction factors. Below are three examples of this calculation and how it is performed.

Example A: John retires early on 10/1/2024 at age 55 with 20 years of service. His Accrued Benefit payable at his Normal Retirement Age is $1,498.00/month. Because he would have reached eligibility for an Unreduced Early Retirement benefit if he continued working 7 more years until age 62, his benefit reduction will be based on his Unreduced Early Retirement Age of 62.

If he elects to commence payments at age 55, his Reduced Early Retirement Benefit will be $787.90/month ($1,498.00 x .52597).

If he elects to commence payments at age 62, his Unreduced Early Retirement Benefit will be $1,498.00/month.

Example B: John retires early on 10/1/2024 at age 55 with 25 years of service. His Accrued Benefit payable at his Normal Retirement Age is $2,410.80/month. Because he would have reached eligibility for an Unreduced Early Retirement benefit if he continued working 5 more years until age 60, his benefit reduction will be based on his Unreduced Early Retirement Age of 60.

If he elects to commence payments at age 55, his Reduced Early Retirement Benefit will be $1,539.78/month ($2,410.80 x .63870).

If he elects to commence payments at age 60, his Unreduced Early Retirement Benefit will be $2,410.80/month.

Example C: John retires early on 10/1/2024 at age 55 with 15 years of service. His Accrued Benefit payable at his Normal Retirement Age is $840.00/month. Because he would not have reached eligibility for an Unreduced Early Retirement benefit if he continued working 7 more years until age 62, his benefit reduction will be based on his Normal Retirement Age of 65.

If he elects to commence payments at age 55, his Reduced Early Retirement Benefit will be $323.62/month ($840.00 x .38526).

If he elects to commence payments at age 62, his Reduced Early Retirement Benefit will be $615.27/month ($840.00 x .73247).

A more detailed explanation of benefit calculations at Normal Retirement Date is provided in this SPD, as Appendix D.

WHAT IS AN UNREDUCED EARLY RETIREMENT BENEFIT?

The calculation of the Unreduced Early Retirement Benefit is the same as the Normal Retirement, but there is no reduction factor when calculating an Unreduced Early Retirement Benefit. Once your Unreduced Early Retirement Benefit is determined, your actual payment amount may be adjusted based on the benefit form you choose (described in Part Four below).

WHAT IS A LATE RETIREMENT BENEFIT?

If you keep working and retire after your Normal Retirement Date, you will receive a Late Retirement Benefit. Your Late Retirement Benefit is determined by first calculating your Accrued Benefit using your Normal Retirement Age, and then actuarially increasing your Accrued Benefit to accurately reflect the delay in payment, provided that no adjustment shall be made for any months during which payments would have been suspended as described in Part 6. If you turned 72 before January 1, 2023, you should either already have received or have begun receiving Plan distributions. If you turned (or will turn) 72 after December 31, 2023 and before December 31, 2032, you will have to begin Plan distributions no later than April 1st following the calendar year in which you turn 73.

DISABILITY PENSION BENEFITS

Effective January 1, 2010, the Total and Permanent Disability Benefit was discontinued to comply with funding requirements under the Pension Protection Act of 2006.

DEATH BENEFITS

In the event of your death before retirement, your Spouse or designated Beneficiary will be eligible for a survivor benefit, but only if you earned at least 5 Years of Service before your death.

In the case of a surviving Spouse only, the amount of the benefit will be equal to 75% of your vested Accrued Monthly Benefit. However, if your Spouse is more than 5 years younger than you, his or her survivor benefit will be reduced by 0.5% for every full year greater than 5 that he or she is younger than you. Your surviving Spouse will receive the Pre-Retirement Death Benefit starting the first of the month following your death, up until the date of your Spouse's death.

> **Example:** John and Sally are married. John is 40 and Sally is 30. John is vested, but dies before retirement. Sally is entitled to a survivor benefit, but because she is 10 years younger than John, her benefit will be reduced. Her benefit will be reduced by 0.5% for each year beyond 5 that she is younger than John. So, her benefit will be reduced by 0.5% x 5 years = 2.5%. Instead of receiving a benefit equal to 75% of John's Accrued Monthly Benefit, Sally will receive a monthly benefit equal to 75% - 2.5% = 72.5% of John's Accrued Monthly Benefit for the remainder of her life.

If your Spouse dies before 120 monthly payments have been paid, then the balance of months up until a total of 120 monthly payments have been made will be paid to your Spouse's designated Beneficiary. If you die on or after your Normal Retirement Date, but before payment of your benefits actually begins, your surviving Spouse will be entitled to the benefits she would have received under the payout options listed in Part 4below, and not to these Pre-Retirement Death Benefits.

In the case of a non-Spouse beneficiary, the Pre-Retirement Death Benefit will be equal to 75% of your vested Accrued Monthly Benefit, and payable for only 120 months, starting from the first of the month following your death.

PART FOUR:
FORMS OF BENEFITS

GENERALLY

Once the base Accrued Monthly Benefit is determined for an Early, Normal or Late Retirement, the Plan provides several ways in which your retirement benefits may be paid. You should carefully review the options, and consider your financial and family situation to determine the option that is right for you. The following are the optional forms of benefits, and all options require an actuarial adjustment, which is an Actuarial Equivalent to the base Accrued Benefit.

WHAT ARE THE NORMAL OR STANDARD PAYOUT OPTIONS AVAILABLE AT MY RETIREMENT?

The normal form of benefit payout options are as follows:

→ Unmarried Participants. If you are unmarried at the time of your retirement, the normal form of benefits is a single life annuity. Your Accrued Benefit adjusted for any applicable early retirement reduction will be paid to you monthly from your retirement date until the first day of the month of the date of your death. There is no survivor benefit under this option.

→ Married Participants. If you are married at the time of your retirement, the normal form of benefit is a 50% joint and survivor benefit. This form of benefit provides an actuarially reduced monthly benefit to you during your lifetime, and upon your death, if your Spouse survives you, monthly benefit payments will continue to your Spouse for the remainder of her or his life, but in an amount of 50% of the benefit that was being paid to you. However, you may elect to receive a smaller pension during your lifetime with your Spouse receiving either 75% or 100% of your benefits for the remainder of his or her life following your death. Benefits will cease upon the death of your Spouse.

If you are receiving a joint and survivor benefit and your Spouse dies, you must send the Fund Office a copy of the death certificate, and your monthly benefit will automatically be converted into a single life annuity equal to the monthly benefit you would have received in the normal form for unmarried participants.

WHAT OTHER PAYOUT OPTIONS ARE AVAILABLE AT MY RETIREMENT?

50%, 60%, 70%, 80%, 90% or 100% Contingent Annuitant Benefit

You may elect to receive an actuarially reduced benefit during your lifetime with a rate of 50%, 60%, 70%, 80%, 90% or 100% of the monthly benefit you were receiving before your death being paid to your beneficiary. This option is not limited to married Participants, so your Beneficiary does not have to be your Spouse. If you are married, your Spouse must consent to your election to receive benefits in this form. Under this option, there will be no adjustment to the monthly payment you are receiving if your Beneficiary's death occurs before yours.

60 or 120 Month Certain and Life Annuity

You may take an actuarially reduced monthly benefit for life, however if you die before you reach 60 or 120 monthly payments, whichever you have selected, the monthly benefit payments will continue to your named Beneficiary, until the specified number of monthly benefit payments have been made to you and your Beneficiary in total. If you are married, your Spouse must consent to your election to receive benefits in this form. If both you and your named Beneficiaries die before the applicable 60 or 120 monthly payments have been made, the commuted value of the balance will be paid as a lump sum or in annual installments for at least 3 years.

Example A: John elects a 60 Month Certain and Life Annuity, with his Spouse as his beneficiary. John's Spouse has properly consented to this payment option. John dies after receiving 50 payments. John's Spouse will receive 10 payments after his death. Combined, John and his Spouse have received a total of 60 payments

Example B: John elects a 60 Month Certain and Life Annuity, with his Spouse as his beneficiary. John's Spouse has properly consented to this payment option. John dies after receiving 70 payments. John's Spouse will receive 0 payments after his death. John is entitled to receive payments for his life, but his Spouse will not receive any benefits after his

High-Low Adjustment Option

You may elect to have your retirement benefit actuarially adjusted based on your expected Social Security Retirement Benefit. Under this High-Low Adjustment option, your retirement benefit will be higher until the date that you select, and after that date, your retirement benefits will be lower. The date you select may be no later than the date that you will start receiving Social Security Retirement benefits. It is important to note that Social Security Disability Benefits may not be used for this option. The adjusted amount of your retirement benefit is based on your retirement benefit determined under the single life annuity or joint and survivor annuity form of payment You may elect to have the computation of the benefit determined based on 70%, 80%, 90% or 100% of your expected Social Security Retirement Benefit. Once you select this option, you may not change it without the consent of the Trustees.

Increasing Annuity Option

The Increasing Annuity Option allows for a reduced monthly benefit that increases annually by a fixed percentage every January 1. The Increasing Annuity Option is used ***in addition*** to any of the other benefit payout options, except for the High-Low Adjustment Option. Your monthly benefit is first determined under the payout option you choose, then reduced by a certain percentage (the "Reduction Percentage" in the table below), and increased annually every January 1 by a certain percentage (the "Annual Increase" in the table below):

Reduction Percentage	Annual Increase
10%	1%
20%	2%
30%	3%

Lump Sum

If the total amount of your benefit is equal to or less than $1,000 your benefit will be paid to you in a lump sum.

WHAT ARE THE REQUIREMENTS FOR A SPOUSAL WAIVER OF THE DEFAULT PAYMENT OPTION?

If you want to have your retirement benefits paid in any form other than the default 50% joint and survivor annuity, your Spouse must consent and execute a waiver. The waiver must be in writing and signed by your Spouse in front of a notary public or a Plan representative. The waiver is included in your retirement application package you receive when you notify the Fund Office that you wish to retire.

PART FIVE:
CLAIMS AND APPEALS

HOW TO SUBMIT A CLAIM FOR BENEFITS

You must provide the Fund Office with timely notice of your retirement in writing. You must request the appropriate forms from the Fund Office, whose telephone number is set out in Part 1 of this SPD under *"What if I have questions?"*. If you plan to retire, you should contact the Fund Office thirty (30) to sixty (60) days before your expected retirement date.

AFTER A CLAIM IS SUBMITTED, WHEN WILL I BE NOTIFIED OF A DECISION?

Your request for benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Fund Office will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable time after the receipt of your claim by the Administrative Manager. For disability benefits, this period is generally 45 days from receipt of your claim, and for other benefits, it is 90 days. These times may be extended by the Trustees if necessary.

WHAT HAPPENS IF MY CLAIM IS DENIED?

In the event your Claim is denied, the Plan will send you a notice (called an "Adverse Benefit Determination") explaining the reasons for the denial and outlining your rights to appeal. The notice will include the following information concerning the decision:

- → The specific reason for the denial;
- → The specific sections of the Plan and/or SPD upon which the denial was based;
- → A description of any additional information that is needed and why it is necessary;
- → Appropriate information as to the steps you can take if you want to submit his claim for review;
- → A description of the Plan's review procedures, the time limits and information on your rights to bring a civil action under ERISA 502(a) against the Plan;
- → A statement informing you that if you are going to take legal action under ERISA 502(a), you must do so no later than 1 year from your denial on appeal (or 1 year from the last day you could have filed an appeal).

For disability claims, the denial notice will contain the same information, plus:

- → A notice informing you of your right to a written explanation of any exclusion that affects your claim, and a statement that you are entitled to a free copy of any internal rule or guideline that was used in making the decision, and
- → If the denial was based on a medical necessity or experimental treatment or other similar limit, an explanation of the scientific or clinical judgment for the determination that applied the terms of the Plan, or a statement that the explanation will be provided free of charge.

CAN I APPEAL AN ADVERSE BENEFIT DETERMINATION?

How do I file the first appeal?

- → **YOU MUST FILE THE CLAIM FOR REVIEW WITHIN A REASONABLE TIME, BUT NOT MORE THAN 60 DAYS (180 FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM.**

If your claim has been denied, and you wish to submit your claim for review by the Trustees, you must follow the Claims Review Procedure:

→ Upon the denial of your claim for any benefit provided by the Plan, you may file your request for review, in writing, with the Fund Office, addressed to the Trustees.

→ You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees. You must be provided, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claim. A document is considered relevant to the claim if it (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination; or (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the Plan and be consistent when applied to similarly situated claimants.

→ Your claim for review must be given a full and fair review. If your claim is denied, you must be provided with written notice of this denial. The written notice will inform you that you must take any legal action related to the denial within one year from the date on the appeal denial letter (if you do not file an appeal, you will have one year from the last day you could have filed an appeal to initiate legal action related to denied benefits). For appeals filed within 30 days of a regularly scheduled Board of Trustees meeting, you must be notified of the decision within 5 days after the second meeting following the receipt of your notice of appeal. For appeals filed more than 30 days before a regularly scheduled Board of Trustees meeting, you must be notified of the decision within 5 days after the next Board of Trustees meeting. There may be times when this period may be extended. This extension may only be made, however, where there are special circumstances that are communicated to you in writing within the applicable period. If there is an extension, a decision shall be made as soon as possible, but not later than the third meeting after receipt by the Fund Office of your claim for review.

→ The Trustees' decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.

→ If the determination is adverse, you shall be entitled to receive copies of all documents relevant to the benefit claim and a statement regarding your right to bring a civil action under ERISA Section 502(a) within one year of the appeal denial letter.

→ For disability claims, a denial following a claim for review must also contain the following information:

- If applicable, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request;

- If the adverse determination is based on medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge to the claimant upon request; and

- 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."

The decision of the Board of Trustees under this procedure is final and binding upon the parties. You must exhaust this claim procedure before having the claim reviewed through other means, including litigation.

If you have any questions regarding the filing of a claim for benefits under this procedure, please contact the Fund Office.

IF I DISAGREE WITH THE TRUSTEES' DECISION ON MY APPEAL, CAN I FILE A LAWSUIT AGAINST THE PLAN?

You must bring any judicial or extra-Plan administrative action for Plan benefits or clarification of your right to future benefits (including, but not limited to, a civil action under Section 502(a) of ERISA) within one (1) year following the final adverse benefit determination by the Board of Trustees. After the expiration of the one (1) year period, no further action for benefits or to clarify your right to Plan benefits, however characterized or of whatever nature, may be brought by or on your behalf. Moreover, in any judicial extra-Plan administrative action, you are precluded from presenting evidence that you did not timely present to the Trustees as part of the Plan's review process and timely determination of your claim and appeal.

PART SIX:
SUSPENSION AND ASSIGNMENT OF BENEFITS

CAN MY BENEFITS BE SUSPENDED?

Yes, in certain circumstances if you return to work after you retire.

→ **If you retire early, are receiving an Unreduced Early Retirement Benefit** and are reemployed before reaching your Normal Retirement date, your pension benefits will be suspended for every month after completing 40 or more Hours of Service in the plumbing or pipefitting industry within the territorial jurisdiction covered by applicable federal regulations.

→ **If you retire early are receiving a *Reduced* Early Retirement Benefit** and are reemployed before reaching your Normal Retirement date, your pension benefits will be suspended for every month you complete any Hour of Service in the plumbing or pipefitting industry within the territorial jurisdiction covered by applicable federal regulations.

→ **<u>If you retire on your Normal Retirement Date and are receiving a Normal Retirement Benefit</u>** your pension benefits will be suspended for every month you complete 40 or more Hours of Service in the plumbing and pipefitting industry within the territorial jurisdiction covered by applicable federal regulations.

In no event will the suspension of benefits continue longer than April 1st following the year in which you reach the required beginning distribution age (you must begin receiving your retirement benefits no later than April 1st after your tax-law "required beginning date". If you turned 72 before January 1, 2023, you should either already have received or have begun receiving Plan distributions. If you turned (or will turn) 72 after December 31, 2023 and before December 31, 2032, you will have to begin Plan distributions no later than April 1st following the calendar year in which you turn 73.)

If you plan on returning to work in the construction industry, you should contact the Fund Office to determine if your employment will result in the suspension of your benefits. You must notify the Fund Office in writing immediately upon your return to covered employment following your retirement. Any additional contributions and service accrued during the suspension period will be credited to you in the same fashion as if you were an active Participant. The Fund may, from time to time, place this suspension of benefits rule on hold if, for example, there is full employment in the industry. Your benefits will not be suspended unless you first receive a written notification from the Plan. Your benefit payments will resume again no later than the third month after you stop working, provided that you have notified the Fund Office that you have stopped working.

IF I GET DIVORCED, WILL MY EX-SPOUSE BE ENTITLED TO BENEFITS?

If you are divorced, or legally separated, your former Spouse or dependents may be entitled to a portion of your pension benefits. A court may issue an order which, if it meets certain standards, will be considered a Qualified Domestic Relations Order ("QDRO") and could assign a portion of your pension benefits to your Spouse, former Spouse, child, or other dependent. A QDRO is any order or judgment entered in your divorce, separation, custody or paternity case that identifies the Plan and the amount of benefits assigned and meets other requirements of federal law. A QDRO may also be an order or judgment entered to enforce your child support obligations.

When the order or judgment is filed with the Fund, the Fund's attorneys will decide whether the divorce and/or separation documents are a valid QDRO, and if so, what portion of your benefits have been assigned to your Spouse, former Spouse, child, or dependent. You (or your attorney) will be sent a letter that will tell you whether your divorce and/or separation documents are a QDRO and describe the benefits assigned. A copy of the Fund's policies and procedures together with a sample QDRO can be obtained by contacting the Pension Fund Office or Legal Counsel.

CAN I ASSIGN MY BENEFITS TO SOMEONE ELSE?

No. Benefits cannot be assigned, sold, transferred, mortgaged or pledged to anyone or used as a security for a loan, either voluntarily or involuntarily. Under most circumstances, Plan benefits are not subject to attachment or execution under any decree of a court or otherwise. However, there are two exceptions to this rule: the anti-assignment provision is not enforceable against the Internal Revenue Service and in the case of a "Qualified Domestic Relations Order" (QDRO).

PART SEVEN:
YOUR RIGHTS AND RESPONSIBILITIES

WHAT ARE MY RIGHTS UNDER ERISA?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Participants are entitled to:

→ Examine, without charge, the Governing Documents, including the Plan Document, insurance contracts, the Collective Bargaining Agreements, updated Summary Plan Description, copies of the latest annual report (Form 5500 series), and any documents filed by the Plan with the U.S. Department of Labor, such as detailed financial reports, etc. This examination may take place at the Benefits Office and other specified locations such as the work site or the union hall;

→ Obtain, upon written request to the Benefits Office, copies of documents governing the Plan, including the Plan Document, insurance contracts, the Collective Bargaining Agreement, updated Summary Plan Description, and copies of the latest annual report (Form 5500 series). The Benefits Office may make a Reasonable and Customary Charge for the copies.

→ Receive a summary of the Plan's annual financial report. The Benefits Office is required by law to furnish each Participant with a copy of this summary annual report; and,

→ Obtain a statement telling you what rights you have to benefits offered by the Plan. <u>This statement must be requested in writing and is not required to be given more than once a year</u>. The Plan must provide the statement free of charge.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The Board of Trustees, who operate your plan and are called "fiduciaries" of the plan, have a duty to do so prudently, and in the interest of you and other 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 plan benefit or exercising your rights under ERISA. In addition:

→ If your Claim for a benefit is denied 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, within certain time schedules.

→ Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file a suit in a federal court. In such a case, the court may require the Benefits Office to provide the materials and pay you up to one hundred ten dollars ($110) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Benefits Office.

→ 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 or a medical child support order, you may file suit in federal court.

→ 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 concerning a QDRO or QMCSO, you may file suit in federal court. Furthermore, if the Plan's 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 if, for example, it finds your claim is frivolous.

If you have any questions about this statement or your rights under ERISA, you should first contact the Benefits Office and then contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor, listed in your telephone directory or the Division of Technical Assistance & Inquires, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

WHAT HAPPENS WHEN CIRCUMSTANCES OR BENEFITS CHANGE?

Can the Plan or Trust Be Amended?

The Board of Trustees has the right to amend the Plan and Trust at any time. Although the Trustees hope to maintain the present level of benefits and to improve upon them, if possible, a primary concern of the Trustees is to protect the financial soundness of the Plan at all times. The Board of Trustees reserves the right to terminate or make changes, modifications or amendments to the benefits which the Plan provides. In no event, however, can any amendment:

→ Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries;
→ Cause any reduction in the benefit amount credited to you;
→ Cause any part of your Plan assets to revert to an Employer; or
→ Eliminate an optional form of distribution.

You will be notified of any important changes to the Plan.

Can the Pension Fund Be Terminated?

Although it is expected that the Trust will remain in effect indefinitely, the Trust (and consequently the Plan) may be terminated by the joint resolution of the Employers and the Union. In addition, the Plan will be terminated if and when no assets are left in the Fund, or no individuals alive who can qualify for benefits.

In the event of a termination of the Plan, the Board of Trustees will allocate the assets of the Plan, after expenses are paid, among Participants, Former Participants and Beneficiaries in the manner provided by ERISA. If termination of the Plan occurs, your accrued benefit will be non-forfeitable to the extent funded on the date of termination.

Are My Benefits Insured?

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 insolvent plans. 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 rate, plus (2) 75% of the next $33 of the monthly benefit rate, times (3) your years of service. The PBGC’s maximum guarantee limit is $35.75 per month multiplied by a Participant’s years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870. These amounts change from time to time.

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 the Fund Office or contact the PBGC's Technical Assistance Division located at 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.

PART EIGHT:
ADMINISTRATION AND MISCELLANEOUS

THE BOARD OF TRUSTEES AND ADMINISTRATION

The Board of Trustees are the Named Fiduciary of the Plan, and they may appoint a person or persons to carry out all or certain of the the Board's responsibilities under the Plan. Any allocation of fiduciary responsibilities will be evidenced by a written agreement between the Board of Trustees and the person or persons so appointed. Any person or group of persons may serve in more than one fiduciary capacity under the Plan. The Board of Trustees and any other fiduciary under the Plan may employ one or more persons to render advice in connection with such fiduciary's responsibilities under the Plan.

The Board of Trustees or their designates will perform all necessary duties to assure compliance with the provisions of ERISA including, but not limited to, the retention of consultants and Enrolled Actuaries, the maintenance of adequate records, the filing of reports with the Department of Labor, the Department of the Treasury and the Pension Benefit Guaranty Corporation and the timely release of information to Participants and other persons relating to the operation of the Plan and their respective interests under it.

The Board of Trustees or their designates will have the right to interpret and construe the Plan and to determine all questions of eligibility and status, rights and benefits of employees and other persons entitled to benefits under the Plan. In all such interpretations and constructions, the the Board of Trustees' or their designates' determination will be based on uniform rules and practices applied in a nondiscriminatory manner and will be binding on all affected persons.

This SPD is provided to you by the Trustees of the Saginaw Plumbers and Pipefitters Local Union No. 85 Pension Fund. For a more detailed statement of your rights and obligations, you should consult the Plan document. This SPD is written in general terms and contains summaries of detailed Plan provisions, with the intent of making them easier to follow. **PLEASE NOTE THAT IN CASE OF ANY CONFLICT BETWEEN THE LANGUAGE OF THE PLAN AND THIS SUMMARY, THE PLAN WILL CONTROL.** In addition to the Plan document and its amendments, the Trustees and the administrative staff may develop administrative guidelines or policies and procedures that cover its operation – all of which will be considered a part of the overall Plan document that applies to you. The Trustees have the discretionary authority to interpret such documents and their determinations will be final and binding on all Participants and Beneficiaries.

OVERPAYMENTS

No Participant, Spouse or Beneficiary shall be entitled to receive a benefit above what is provided for by the terms of the Plan. If you, your Spouse or your Beneficiary are overpaid by the Plan due to any administrative, mathematical or other error, the Board of Trustees has the right and obligation to recoup such overpayment through the actuarial reduction of future benefit payments, the offset of future benefits or similar procedure, to the extent permitted by law. Under no circumstances will an overpayment become or be considered a vested benefit. If you are notified of such a reduction or recoupment, you have the right and obligation to appeal the decision to the Board of Trustees before commencing any legal or administrative action.

PART NINE: APPENDICES

APPENDIX A DEFINITIONS

→ **Accrued Benefit:** Your Accrued Benefit is your annual rate of retirement benefit, payable monthly, computed as of your Normal Retirement Date.

→ **Actuarial Equivalent:** A form of benefit differing in time, period or manner of payment from a specified benefit provided under the Plan but having the same value when computed using the respective actuarial factors.

→ **Age**: The age of a person at his or her nearest birthday.

→ **Beneficiary(ies):** Person(s) who, because of a relationship to the Participant, may be entitled to benefits from the Plan, or who are designated by a Participant to receive benefits from the Plan in the event of his/her death, or in the absence of an effective designation, if such designated person(s) will have died, the first of the following classes of Beneficiaries, then surviving, in successive preference, the Participant's: (a) Spouse; (b) Children; (c) parents; (d) brothers and sisters; and (e) estate.

→ **Break-in-Service**: A Plan Year during which an Employee does not complete more than 500 Hours of Service constitutes a Break-in-Service. There will not be a Break-in-Service in cases of an authorized leave of absence. An authorized leave of absence occurs during a period of disability, service in the armed forces, or maternity or paternity leave.

→ **Credited Service**: Your Credited Service is used to determine the amount of your retirement benefit and is based upon the Hours of Service that you work in Covered Employment. The formula for determining your Credited Service, and your retirement benefit, is explained for you on page 7 of this SPD.

→ **Child(ren):** Any Child(ren) of the Participant, including:

- A son, daughter, stepchild, adopted child, child lawfully placed for adoption, a child meeting the definition of a “foster child” under applicable law that is lawfully placed with the Participant by an authorizing placing agency or by court order, and is under the age of twenty-six (26). In case of divorce, proof of the Participant’s obligation to provide coverage for a child shall be required, such as a judgment of divorce;

- Any illegitimate children under the age of twenty-six (26), so long as the Participant provides the Benefits Office with proof of paternity by presenting a registered birth certificate, naming the Participant as the father, order of filiation, or adoption order;

- Any handicapped child who is incapable of self-sustaining employment because of a mental or physical handicap; and who the Participant is required by court order to provide support and maintenance; and whose handicap began before age twenty-six (26);

- An individual named under the terms of a Qualified Medical Child Support Order; and

- Any person for whom a court has appointed the Participant as his/her legal guardian; and who is under the age of twenty-six (26).

→ **Collective Bargaining Agreement:** A contract or participation agreement between an Employer and the Union that requires fringe benefit contributions to be made to this Pension Fund.

→ **Contribution Hours:** The hours an Employee worked in Covered Employment for which an Employer has made actual contributions to this Pension Fund pursuant to a Collective Bargaining Agreement, or other written agreement. Only the hours for which contributions are actually received by the Fund (i.e., an Employer has paid the contributions to the Plan) will be deemed Contribution Hours.

→ **Covered Employment:** Employment with an Employer, for which the Employer has agreed, through a Collective Bargaining Agreement with the Union, or other written agreement, to make contributions to this Plan for work performed by an Employee covered by that Collective Bargaining Agreement.

→ **Dependent:** The Spouse and/or Child of a Participant.

- Your son, daughter, stepchild, adopted Child, Child lawfully placed for adoption or guardianship, or Child meeting the definition of a "foster child" under applicable law that is lawfully placed with you by an authorizing placing agency or by court order, and is under the age of twenty-six (26). A copy of the order of adoption, guardianship or placement order must be provided to the Benefits Office;

- Any illegitimate Child, so long as the Participant provides the Benefits Office with proof of paternity by presenting a registered birth certificate, naming the Participant as the father, order of filiation or adoption order;

- Each handicapped Child, who is incapable of self-sustaining employment because of a mental or physical handicap, and who is dependent on you for support and maintenance. (S)he will remain your Dependent and be eligible for coverage so long as you remain eligible for benefits as a

Retiree, early Retiree or Disabled Participant; and (b) such incapacity began before the date the Child's coverage would otherwise terminate under the Plan (for example, the disability began before the Child was age twenty-six (26). Proof of the Child's incapacity must be submitted to the Benefits Office within thirty-one (31) days of the date such Dependent's coverage would have otherwise terminated;

- An individual through a valid order of a court, by the Board of Trustees to be a QMCSO under applicable federal law, which creates or recognizes the right of an alternate recipient to benefits as your eligible Dependent under the Plan; or

- Any person for whom a court has appointed you as his/her legal guardian and who is under the age of twenty-six (26).

→ **Disabled:** As a result of a physical or mental condition, that the Board of Trustees finds, on the basis of medical evidence, to permanently and totally prevent the Participant from engaging in any work within the jurisdiction claimed by the United Association ("UA") for remuneration or profit. The disability must be, on the basis of medical evidence, expected to continue during the remainder of his/her life or will be expected to continue for at least one (1) year. To be Disabled, such disability cannot have been caused by: (a) the use of illegal narcotics; (b) the performance of or engagement in illegal activity; or (c) the result of a self-inflicted injury that is not the result of a medical condition.

→ **Early Retirement Date:** For the Reduced Early Retirement Benefit, your Early Retirement Date is the first day of the month following the date you (a) attain the age of 55 with at least 10 Years of Service, or (b) attain the age of 52 with at least 25 Years of Service. For the Unreduced Early Retirement Benefit, your Early Retirement Date is the first day of the month following the date you (a) attain the age of 62 with at least 25 Years of Service, or (b) completed at least 30 Years of Service.

→ **Effective Date:** The effective date of this SPD, the effective date of a specific benefit, or the date an Employee or Dependent becomes eligible for benefits. The Effective Date of this Plan will be September 1, 2024.

→ **Employee:** Any person who is or has been employed by an Employer in Covered Employment, or such other employment for which the Employer is obligated by a Collective Bargaining Agreement, or any other written agreement, to contribute to the Plan.

→ **Employer:** Any of the following:

- Any member of an Employer Association and any other individual, partnership, corporation or business entity that is employing the services of individuals performing work that is within the trade jurisdiction of the Union and which has a Collective Bargaining Agreement or any other written agreement in effect, requiring contributions to the Plan;

- Any other Employer engaged in work coming within the trade, craft, and geographical jurisdiction of the Union, who is obligated by a Collective Bargaining Agreement, or such other written agreement, to make contributions to this Plan on behalf of its Employees;

- The Union, and its related international bodies, solely to the extent that it acts in the capacity of an Employer of its business representative or its Employees, provided it agrees to make contributions to the Plan on behalf of such Employees;

- Any training or other similar program operated in whole or in part by the Union, or with its approval, or in which the Union participates;

- Any board of trustees, committee or other agency established to administer or be responsible for fringe benefit plans, educational or other programs established through collective bargaining by the Union, the members of which maintain a collective bargaining relationship with the Union or one of its constituent Locals;

- Any council, committee, or other body composed of representatives of one or more labor organizations of which the Union or one of its constituent Locals is a member and agrees in writing to participate herein; or

- Any sponsoring Employer Association, whose members maintain a collective bargaining relationship with the Union, solely in its capacity as an Employer of Employees, on whose behalf it has agreed in writing to make contributions to this Plan.

→ **Employer Contributions:** The fringe benefit contributions received by the Fund for each hour worked in Covered Employment. Generally, only contributions received by the Fund will be deemed Employer Contributions for eligibility purposes, except as otherwise provided in this SPD.

→ **Hour of Service:** Each hour which a Participant is entitled to payment for performance of duties (including vacation, holiday, illness, disability, reciprocal hours worked, or other authorized leaves of absence, and back pay) from an Employer.

→ **Initial Eligibility:** The requirements that a covered individual and his/her Dependents must meet to become initially eligible for coverage under the Plan.

→ **Late Retirement Date:** If you continue to work past your Normal Retirement Date, your benefit will begin on your Late Retirement Date which is the first day of a month following your retirement date, and subject to the required minimum distribution date established by federal law. If you turned 72 before January 1, 2023, you should either already have received or have begun receiving Plan distributions. If you turned (or will turn) 72 after December 31, 2023 and before December 31, 2032, you will have to begin Plan distributions no later than April 1st following the calendar year in which you turn 73.

→ **Normal Retirement Date:** Your Normal Retirement Date is the first day of the month following the date you attain age 65 with at least 5 Years of Service.

→ **Participant:** An Employee who has met the requirements established by the Board of Trustees to be eligible for benefits under this Plan.

→ **Plan Year or Fiscal Year:** The time period of January 1 through December 31.

→ **Spouse:** The individual to whom a Participant is legally married (a marriage certificate will be required as proof of spousal relationship).

→ **Fund Office:** The Fund Office or administrator means the company to which the Board of Trustees has delegated certain administrative functions. The administrator and Fund Office is currently Benesys, Inc.

→ **Trustees or Board of Trustees**: The Board of Trustees of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local Union No. 85 Pension Plan.

→ **Union:** The Saginaw 85 Plumbers and Pipefitters Local Union No. 85, its affiliate Local Unions, or any successor thereto.

→ **Year of Service, or Vesting Year of Service:** A Year of Service or a Vesting Year of Service is a Plan Year in which you have at least 501 or more Hours of Service. (For the short Plan Year from June 1, 1989 – December 31, 1989 described above, 291 Hours of Service are necessary to earn a Vesting Year of Service). Note: Year of Service is used to determine eligibility for benefits. Credited Service is used to determine the benefit amount.

APPENDIX B
CODE SECTION 415 LIMITATIONS

Effective for limitation years beginning on or after July 1, 2007, the Maximum Benefit Limitation of Code Section 415(d) and Small Benefit Exception of Code Section 415(b)(4) are incorporated herein by reference. The defined benefit dollar limit is One Hundred Sixty Thousand Dollars ($160,000.00) per Code Section 415(b) (1) (A). The age-adjusted dollar limit under Code Section 415(b)(2)(C) and (D) will be administered according to IRS Regulation 1.415(b)-1(a)(4) and the payment of benefits in other than a straight life annuity shall be adjusted under IRS Regulation 1.415(b)-1(c).

For purposes of this Section, the Plan adopts the safe harbor definition of "Compensation" stated in IRS Regulation 1.415(c)-2(d)(2). Compensation paid or made available during such limitation year shall include Compensation of the Participant's earned income paid by the later of (i) two and one-half (2½) months after severance from employment, or (ii) the end of the limitation year that includes the date of severance from employment.

The otherwise permissible annual benefits or benefit accruals for any Participant under this Plan may be further reduced to the extent necessary to prevent disqualification from the Plan. The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code, as amended, so that the maximum benefits provided by Plans would not exceed the maximum amounts allowed under Section 415 of the Internal Revenue Code and regulations thereunder. If there is any discrepancy between the provisions of this Section and the provisions of Section 415 of the Internal Revenue Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code and the regulations issued thereunder.

APPENDIX C
MONTHLY RETIREMENT BENEFITS

At Normal Retirement Date

The **monthly** rate of a Participant's retirement benefit payable commencing on the Normal Retirement Date or Deferred Retirement Date will be equal to the following:

→ For each Participant who has completed more than five hundred (500) Hours of Service after October 1, 2005, and has not retired before October 1, 2005, the sum of:
  - $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
  - $137.00 multiplied by the Credited Service on or after June 1, 1964 and before October 1, 2005
  - and
  - $56.00 for Vested Deferred Retirement Benefits and $100.00 for all other types of Retirement Benefits multiplied by the Credited Service on or after October 1, 2005 through December 31, 2008; and
  - $56.00 multiplied by the Credited Service after December 31, 2008.

→ For each Participant who has completed more than five hundred (500) Hours of Service after January 1, 2002, and has not retired before January 1, 2002, the sum of:
  - $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
  - $137.00 multiplied by the Credited Service on or after June 1, 1964.

→ For each Participant who has completed more than five hundred (500) Hours of Service after January 1, 2001, and has not retired before January 1, 2001, the sum of:
  - $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
  - $132.00 multiplied by the Credited Service on or after June 1, 1964.

→ Effective October 1, 2000, for each Participant who has completed more than five hundred (500) Hours of Service after January 1, 2000, and has not retired before January 1, 2000, the sum of:
  - $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
  - $125.00 multiplied by the Credited Service on or after June 1, 1964.

→ Prior to October 1, 2000, for each Participant who has completed more than five hundred (500) Hours of Service after January 1, 2000, and has not retired before January 1, 2000, the sum of:
  - $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
  - $120.00 multiplied by the Credited Service on or after June 1, 1964.

→ For each Participant who has completed more than five hundred (500) Hours of Service after January 1, 1999, and has not retired before January 1, 1999, the sum of:
  - $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and

- $114.00 multiplied by the Credited Service on or after June 1, 1964.

→ For each Participant who has completed more than five hundred (500) Hours of Service after January 1, 1998, and has not retired before January 1, 1998, the sum of:
- $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
- $102.00 multiplied by the Credited Service on or after June 1, 1964.

→ For each Participant who has completed more than five hundred (500) Hours of Service after January 1, 1997, and has not retired before January 1, 1997, the sum of:
- $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
- $90.00 multiplied by the Credited Service on or after June 1, 1964.

→ For each Participant who has completed more than five hundred (500) Hours of Service after January 1, 1995, and has not retired before January 1, 1996, the sum of:
- $4.25 multiplied by the Participant's Credited Service, if any, before June 1, 1964; and
- $85.00 multiplied by the Credited Service on or after June 1, 1964

For retirement dates prior to 1995, please contact the Fund Office for information.

In the event a Participant has incurred a Break-in-Service prior to the determination of his benefit under this Section, the Participant shall be required to complete a number of Years of Service following such Break-in-Service and all subsequent Breaks-in-Service equal in length or longer than the number of years of Break-in-Service before he is eligible for the benefit authorized under subsection (a) or (b), as the case may be. If he has not completed the requisite number of Years of Service following the Break-in-Service, the rate of retirement benefit for service prior to the initial Break-in-Service shall be the rate in effect as if he had retired immediately prior to his initial Break-in-Service.

For purposes of determining eligibility for increased benefits provided under section (a) above, Year of Service shall be determined using actual Hours of Service where the amounts for such hours are reciprocated to the Plan and actual Hours of Service as an Employee with this Plan, irrespective of the reciprocated or negotiated contribution for such hour.

APPENDIX D
EARLY RETIREMENT REDUCTION FACTOR

Retirement dates prior to October 1, 2005 – the benefit will be equal to the Accrued Benefit reduced by one-twelfth of two percent (2%) for each month the Early Retirement date precedes the earliest Normal Retirement Date on which the Participant could have retired with full benefits based on the assumption that, for purposes of computing the Early Retirement reduction only, the Participant would have a Year of Service for each Plan Year until the Earliest Retirement Date.

Retirement Dates October 1, 2005 through December 31, 2009 – for the Accrued Benefit earned prior to October 1, 2005, the reduction factor will be reduced as stated above. For Accrued Benefit Earned October 1, 2005 through December 31, 2009, the benefit will be reduced by one-twelfth of six percent (6%) for each month the Early Retirement Date precedes the earliest Normal Retirement Date on which the Participant could have retired with full benefits.

Retirement Dates after December 31, 2009 – entire Accrued Benefit shall be reduced based on an actuarial equivalent factor. The factor is based on age and the earliest Normal Retirement Date on which the Participant could have retired with full benefits. Following is a sample of the impact of the actuarial equivalent. The following assumes a $1,000 accrued benefit earned and an earliest Normal Retirement Date at age 65.

Age	Actuarial Equivalent
55	$385.26
56	$419.85
57	$458.34
58	$501.26
59	$549.29
60	$603.19
61	$663.89
62	$732.47
63	$810.25
64	$898.79
65	$1,000.00